NOTICE OF MEETING
CITY COUNCIL OF THE CITY OF GALVESTON
THURSDAY - MARCH 27, 2025 - 5:00 P.M.
COUNCIL CHAMBERS - CITY HALL
823 ROSENBERG, GALVESTON, TEXAS
TELEPHONE: (409) 797-3510

REGULAR MEETING AGENDA

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

2. ROLL CALL

3. INVOCATION
   Rev. Becky Downs - First Presbyterian Church

4. PLEDGE OF ALLEGIANCE
   American Flag

   Texas Flag - *Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.*

5. CONFLICTS OF INTEREST

6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER

6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:
   1. Expressions of thanks, gratitude, and condolences

   2. Information regarding holiday schedules

   3. Recognition of individuals
      a. April Galveston Interact Month Proclamation
      b. Earth Day in Galveston, Texas Proclamation
      c. Carl Swanson Day Certificate of Recognition
      d. Arthur Pertile Memorial Certificate

   4. Reminders regarding City Council events

   5. Reminders regarding community events

   6. Health and safety announcement

6.B. City Manager's Report - The First Quarter Report For Quarter Ended December 31, 2024 (C. Ludanyi)

   Documents:

   FY 2025 1ST QUARTER BUDGET REPORT.PDF

7. COMMUNICATIONS AND PETITIONS
   Claims: 25-012 - Ernesto Ramirez; 25-013 - Beatriz Davila/State Farm; 25-014 - Robert

and Rachel Sanderson/Sanderson Holding LLC; 25-015 - Gilbert Mata; 25-016 - Lucinda Senegal; 25-017 - Naseem Joseph; 25-018 - Ray Motte, Jr.

Documents:

CLAIMS - MARCH 2025 AGENDA.PDF

8. PUBLIC HEARINGS

8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, The 2015 Galveston Land Development Regulations, "Article 13: Permits And Procedures", To Establish Fees For Galveston Landmark Designation And Replacement Galveston Landmark Plaques; Planning Case Number 25ZA-001; Making Various Findings And Provisions Related To The Subject. (C. Gorman)

Documents:

25ZA-001 CC RPT PKT WITH ORD.PDF

8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Designating The Property Located At 2114 Avenue O, As A "Galveston Landmark", Property Is Legally Described As M.B. Menard Survey, Lot 11, Southwest Block 43, Galveston Outlots, In The City And County Of Galveston, Texas; Requesting The Historic Preservation Officer Record The Property's Landmark Designation In The Official Public Records Of Real Property In Galveston County, The Tax Records Of The City Of Galveston And The Central Appraisal District, And The Official Zoning Maps Of The City Of Galveston, Texas; Designating The Site As A Historically Or Archeological Significant Site In Need Of Tax Relief To Encourage Its Preservation; Planning Case Number 25P-002; Making Various Findings And Provisions Related To The Sub

Documents:

25P-002 - CC RPT PKT WITH ORD.PDF

9. PUBLIC COMMENT
   A. Agenda Items
   B. Non-Agenda Items

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

10.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending Chapter 10, "Building Code" Of The Code Of The City Of Galveston, 1982, As Amended", Article VIII, "City Of Galveston Flood Damage Prevention Ordinance, Section 10-81(B)(4)(C), To Clarify Elevation Requirements Of Manufactured Homes In Certain Areas; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date.

Documents:

25-001 STF RPT PKT.PDF

10.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, As Amended, Chapter 10, "Building Code", To Amend Regulations Regarding Timeframe For Completion Of Construction Permits; To Provide Clarification Of Large-Scale Construction And Special Projects; To Provide For Applicable Fees; To Renumber And Rearrange The Chapter As Applicable; Making

Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (R. Toland)

Documents:

CHAPTER 10, SEC 10-5 PERMIT TIME FRAMES.PDF
STAFF REPORT 03 27 2025.PDF

10.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Authorizing The Sale Of The City's Vacant Land Located In The City Of Galveston, Texas Described As Tract A, A 2.08-Acre Lot Located In The Trimble And Lindsey Survey, Lots 334 And 335 And Tract B, A 3.47-Acre Lot Located In The Trimble And Lindsey Survey, Lots 333, 334, 335 And 336 Located Between Travel Air And Pilot Lane And Legally Described As A Portion Of Abst 121 Thru 80 Asst Lots (Airport), Trimble & Lindsey Sec 1 In The City And County Of Galveston Texas; Granting Authority To The City Manager To Execute Necessary Documents Related To The Transaction; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (Legal)

Documents:

STAFF REPORT - AIRPORT PROPERTY SALE.DOCX

10.D. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Authorizing The Sale Of The City's Vacant Land Located In The City Of Galveston, Texas Described As Tract C, A 26.3-Acre Tract Of Vacant Land Situated In Section One, Lots 333, 334, 320, 319, 318, 317 And 304, Of The Trimble And Lindsey Survey, Located At The Southeast Corner Of Airway Lane And Travel Air Road And Legally Described As 26.3-Acre Tract Of Vacant Land Situated In Section One, Lots 333, 334, 320, 319, 318, 317 And 304, Of The Trimble And Lindsey Survey In The City And County Of Galveston Texas; Granting Authority To The City Manager To Execute Necessary Documents Related To The Transaction; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (Legal)

Documents:

STAFF REPORT - AIRPORT PROPERTY SALE.DOCX

11. CONSENT ITEMS - The Following Items Shall Be Considered For Action As A Whole, Unless One Or More Council Members Objects. The City Manager Is Authorized To Execute All Necessary Documents Upon Final Approval By The City Attorney.

11.A. Consider For Approval Of The Amended City Auditor's Audit Plan For FY2025 (G. Bulgherini)

Documents:

AMEND AUDIT PLAN 2025.PDF

11.B. Consider For Approval The City Auditor's Office Park Board Conflict Of Interest CMS2025-9 Audit Report (G. Bulgherini)

11.C. Consider For Approval A Resolution By The City Of Galveston, Texas Suspending The April 12, 2025 Effective Date Of The Proposal By Texas Gas Service Company, A Division Of One Gas, Inc. – Central-Gulf Service Area, To Implement Interim Grip Rate Adjustments For Gas Utility Investment In 2024 And Requiring Delivery Of This Resolution To The Company And Legal Counsel. (Legal)

Documents:

RES - 2025 TEXAS GAS SERVICE CENTRAL - GULF GRIP SUSPENSION .DOC
STAFF REPORT - 2025 TGS RATE, GCCC.DOCX

11.D. Consider For Approval Of Request For The City Attorney For Authority To Retain The Service Of Both Southland Title And Pete Sapio Of The Doyle Law Firm For The Performance Of Services Related To Right Of Way Acquisition For The Pelican Island Bridge. (Legal)

Documents:

SOUTHLAND AND SAPIO FOR TITLE WORK TO COUNCIL.DOCX

11.E. Consider For Approval A Professional Services Contract With Asakura Robinson To Produce An Update To The City Of Galveston Comprehensive Plan For The Amount Of $290,061.00; Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (P Milburn)

Documents:

SFT RPT - COMP PLAN - CONTRACT ASAKURA ROBINSON.PDF
COG-CON-25-353 - ASAKURA ROBINSON COMPANY LLC - COG CONTRACT FOR VENDOR SIGNATURE.PDF

11.F. Consider For Approval Payment To Lexipol, LLC For The Annual Renewal Of The Police Departments' Rules And Regulations Policy Manual Update With Daily Training Bulletins, In The Amount Of $29,641.93. (D. Balli)

Documents:

LEXIPOL.PDF
LEXIPOL AGREEEMENT.PDF

11.G. Consider For Approval To Purchase Flock Safety System Utilizing A Contract Insight Has With OMNIA Partners Cooperative. Reference: Technology Products, Solutions And Related Services, Contract No. 23-6692-03. (D. Balli)

Documents:

FLOCK SAFETY STAFF REPORT.PDF
QUOTATION 0228281401 - CITY OF GALVESTON (002).PDF
23-6692-03_INSIGHT.PDF
FLOCK MEMO FROM CITY ATTORNEY 2.PDF

11.H. Consider For Approval Allowing City Manager Brian Maxwell To Execute And Accept The Catalytic Converter Grant Issued By The Motor Vehicle Crime Prevention Authority For $460,088.00. Grant No. 224-25-0840400. (D. Balli)

Documents:

CATALYTIC CONVERTER GRANT.PDF

11.I. Consider For Approval An Expenditure Of $81,800.00 On Professional Consulting Services With H.W. Lochner Inc. For The Engineering/ Design For Concrete Pavement Rehabilitation For The Shoulders Of Runway 18/36, Taxiways A, B, C, D, Remainder Of The Terminal Apron, And Enhanced Airfield Markings, Upon Final Approval By The City Attorney (M. Shahan).

Documents:

STAFF REPORT- PROFESSIONAL SERVICE AGREEMENT WITH H.W. LOCHNER INC.PDF

11.J. Consider For Approval, Awarding RFP #25-05 Moisture Control Remediation Services To Cotton Commercial USA Inc. And Blackmon Mooring Of Houston, LLC For A Term Of (3) Years With (2) One-Year Automatic Renewals Authorizing The City Manager To Execute The Contracts Upon Review And Approval Of The City Attorney. (C Kenworthy)

Documents:

RFP 25-05 MOISTURE CONTROL REMEDIATION SERVICES STAFF REPORT.PDF
COG-CON-25-348 - COTTON COMMERCIAL USA, INC - COG CONTRACT FOR VENDOR SIGNATURE.PDF
COG-CON-25-347 - BLACKMON MOORING OF HOUSTON, LLC. - COG CONTRACT FOR VENDOR SIGNATURE.PDF
RFP 25-05 PRICING EVALUATION.PDF

11.K. Consider For Approval Awarding The Annual Contract For The Purchase Of Concrete Materials (Bid 25-07) To Kelso Concrete Company And Arcosa Crushed Concrete. Authorizing City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T Arnold)

Documents:

CONCRETE MATERIALS CONTRACT STAFF REPORT.PDF

11.L. Consider For Approval The BuyBoard Contract #731-24 From Vortex Services, For The Purchase Of Cured-In-Place (CIPP) Sanitary Sewer Liner Material In The Amount Not To Exceed $120,000. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T Arnold)

Documents:

VORTEX CIPP PO STAFF REPORT.PDF
VORTEX BUY BOARD CONTRACT.PDF

11.M. Consider For Approval The Establishment Of Fees And A Contract Agreement For Rental Of The 1880 Garten Verein At Kempner Park, And Designating A Special Revenue Account For The Revenue Earned; Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. Barbara Sanderson

Documents:

STAFF REPORT - GARTEN VEREIN FEES AND RENTAL AGREEMENT.PDF

11.N. Consider For The Approval Of The OEM Auto Parts And Repair Service Contracts To League City Chrysler/Dodge, Who Was The Responding Bidder That Conformed To The Specifications In Formal Bid #25-08 And Authorize The City Managers Staff To Execute The Contracts Upon Final Approval By The City Attorney. (D. Smith)

Documents:

LEAGUE CITY CHRYSLER OEM AUTO PARTS SERVICE 2025 PACKET

A.PDF

11.O. Consider For The Approval Of The OEM Auto Parts And Repair Service Contracts To Classic Autoplex Ford/Chevrolet/Toyota, Who Was The Responding Bidder That Conformed To The Specifications In Formal Bid #25-06 And Authorize The City Managers Staff To Execute The Contracts Upon Final Approval By The City Attorney. (D. Smith)

Documents:

CLASSIC OEM AUTO PARTS SERVICE 2025 PACKET A.PDF

11.P. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (GPD SWAT Response Vehicle) And Associated Equipment From Lenco Armored Vehicles Through HGAC Buy Co-Op For A Total Price Of $345,847.00 And Authorize The City Managers Staff To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

Documents:

LENCO BEARCAT VEHICLE PURCHASE REPL 1132 PACKET.PDF

11.Q. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Municipal Utilities HD Service Truck) And Associated Equipment From Caldwell Country Chevrolet Through Buy Board Co-Op For A Total Price Of $83,886.00 And Authorize The City Managers Staff To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

Documents:

CALDWELL VEHICLE PURCHASAE REPL 1217 PACKET.PDF

11.R. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (New Construction Service Truck - Replaces Totaled Unit 1555) And Associated Equipment From Silsbee Ford Through TIPS Co-Op For A Total Price Of $57,263.25 And Authorize The City Managers Staff To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

Documents:

SILSBEE VEHICLE PURCHASE REPL 1555 PACKET.PDF

11.S. Consider For Approval The Authorization To Renew The Subscription And Premium Support Agreement On The City's Primary Data Center Backup Solution Authorizing Payment To Centre Technologies For A Total Cost Of $64,010.23 Utilizing DIR CPO 4452 Contract. (H. Dean)

Documents:

COHESITY LICENSE STAFF REPORT.PDF
COG - COHESITY RENEWAL 1-YEAR COTERM.PDF

11.T. Consider For Approval The Authorization To Purchase A One Year Renewal Subscription Licenses For Sonicwalls Through Southern Computer Warehouse (SCW) In The Amount Of $22,233.29. (H. Dean)

Documents:

FY25 SONICWALL SUBSCRIPTION RENEWAL STAFF REPORT.PDF
QUOTE 1861715.PDF

11.U. Consider Approving The Renewal Of 370 Neurons Licenses From SHI Utilizing DIR-TSO-4317 1 Year Term For A Total Cost Of $ 16,872. (H. Dean)

Documents:

SHI QUOTE-25956787.PDF
FY25 STAFF REPORT NEURONS LICENSES.PDF

11.V. Authorize The City Manager To Renew The Purchase Of Cisco Duo Multi-Factor Authentication (MFA) Solution From Centre Technologies Utilizing DIR CPO 4857 For A One Year Term For A Cost Up To $ 33,120 Annually. (H. Dean)

Documents:

FY25 DUO STAFF REPORT.PDF
COG - MANAGED SOFTWARE DUO MFA RENEWAL.PDF

11.W. Consider For Approval The Purchase Of A Replacement Video Surveillance Server For The Wright Cuney Facility Through The OMNIA Contract R220702 From Convergint For A Total Cost Of $24,998. (H. Dean)

Documents:

FY25 STAFF REPORT WRIGHT CUNEY SERVER REPLACEMENT STAFF REPORT.PDF
WRIGHT CUNEY -VIDEO SURVEILLANCE SERVER.PDF

11.X. Consider For Approval Minutes Of The January 23, 2025 Workshop And Regular Meeting, And The February 27, 2025 Workshop And Regular Meeting. (J. Williams)

Documents:

MINUTES - MAR 2025 AGENDA.PDF

11.Y. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Rescinding Resolution No. 24-030, Which Approved An Advanced Funding Agreement (AFA) Between The City Of Galveston And The Texas Department Of Transportation For A Surface Transportation Block Grant (STBG) Project, Regarding Installation Of Traffic Signals At The Intersections Of Harborside Drive (SH-275) & 16th Street And Harborside Drive (SH-275) & 33rd Street; Providing For Findings Of Fact And Providing For An Effective Date. (R. Winiecke)

Documents:

RES - RESCIND RES - 24-030 REGARDING-AFA REQUIREMENT TRAFFIC SIGNALS AT 16TH AND33RD.DOC
TXDOT AFA - SH275 AT 16TH AND 33RD RESCIND STAFF REPORT (REV 0).PDF

11.Z. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving An Advanced Funding Agreement (AFA) Between The City Of Galveston And The Texas Department Of Transportation For A Surface Transportation Block Grant (STBG) Project, Regarding Installation Of Traffic Signals At The Intersection Of Harborside Drive (Sh-275) & 16th Street, In The City Of Galveston; Authorizing The

City Manager, Or Designee, To Execute The Agreement And All Other Necessary Documents Upon Final Approval By The City Attorney; Directing The City Secretary To Send A Certified Copy Of This Resolution To The Texas Department Of Transportation; Providing For Findings Of Fact And For An Effective Date. (R. Winiecke)

Documents:

RES - AFA - TXDOT STBG - HARBORSIDE AND 16TH PROJECT.DOCX
TXDOT AFA - SH275 AT 16TH STAFF REPORT (REV 0).PDF

11.AA. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving An Advanced Funding Agreement (AFA) Between The City Of Galveston And The Texas Department Of Transportation For A Surface Transportation Block Grant (STBG) Project, Regarding Installation Of Traffic Signals At The Intersection Of Harborside Drive (SH-275) & 33rd Street, In The City Of Galveston; Authorizing The City Manager, Or Designee, To Execute The Agreement And All Other Necessary Documents Upon Final Approval By The City Attorney; Directing The City Secretary To Send A Certified Copy Of This Resolution To The Texas Department Of Transportation; Providing For Findings Of Fact And For An Effective Date. (R. Winiecke)

Documents:

RES - AFA - TXDOT STBG - HARBORSIDE AND 33RD PROJECT.DOCX
TXDOT AFA - SH275 AT 33RD STAFF REPORT (REV 0).PDF

11.BB. Consider Adopting Resolution #25-____ Approving An Advanced Funding Agreement (AFA) Between The City Of Galveston And The Texas Department Of Transportation (TxDOT) For A Surface Transportation Block Grant (STBG) Project, Regarding A Seawall Boulevard Resurfacing Project From Broadway To 61st Street, In The City Of Galveston; Authorizing The City Manager Or His Designee, To Execute The Agreement And All Other Necessary Documents Upon Final Approval By The City Attorney; Directing The City Secretary To Send A Certified Copy Of This Resolution To The Texas Department Of Transportation; Providing For Findings Of Fact And For An Effective Date. (R Winiecke)

Documents:

RES - AFA - TXDOT STBG -SEAWALL BLVD TO BROADWAY -RESURFACE PROJECT.DOCX
TXDOT AFA - SEAWALL RESURFACING STAFF REPORT (REV 0).PDF

11.CC. Consider Adopting Resolution #25-____ Approving An Advanced Funding Agreement (AFA) Between The City Of Galveston And The Texas Department Of Transportation (TxDOT) For A Congestion Mitigation Air Quality (CMAQ) Project, Regarding An ITS/Traffic Signal Integration Project, Island Wide, In The City Of Galveston; Authorizing The City Manager Or His Designee, To Execute The Agreement And All Other Necessary Documents Upon Final Approval By The City Attorney; Directing The City Secretary To Send A Certified Copy Of This Resolution To The Texas Department Of Transportation; Providing For Findings Of Fact And For An Effective Date. (R Winiecke)

Documents:

RES - AFA - TXDOT STBG - ITS- TRAFFIC SIGNAL INTERGRATION PROJECT.DOCX
TXDOT AFA - ITS-TRAFFIC SIGNAL INTEGRATION STAFF REPORT (REV 0).PDF

11.DD. Consider Adopting Resolution #25-____ Approving The Use Of Local Funds To Acquire

Easements Related To And Necessary For The Completion Of The Texas General Land Office (GLO) Community Development Block Grant – Mitigation (CDBG-MIT) Funded South Shore Drainage Improvement Project In The Amount Of $60,930.00; Authorizing The City Manager Or His Designee, To Execute All Necessary Documents Upon Final Approval By The City Attorney; Providing For Findings Of Fact And For An Effective Date. (R Winiecke)

Documents:

SOUTH SHORE EASEMENTS STAFF REPORT (REV 0).PDF

11.EE. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Accepting From The Houston-Galveston Area Council (H-GAC) Corporation For Regional Excellence (CRE) An Award Of A Complimentary Video Production Highlighting Public Service Employment At The City Of Galveston In Order To Increase Job Applications To The City; Authorizing The City Manager, Or Designee, To Execute The Agreement And All Other Necessary Documents Upon Final Approval By The City Attorney; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (R Winiecke)

Documents:

RES - HGAC CRE AWARD - VIDEO.DOC
H-GAC FEE FOR SERVICE PROMOTIONAL VIDEO STAFF REPORT (REV 1).PDF

11.FF. Consider For Approval Retaining Temporary Help From Robert Half International For Hurricane Beryl Clerical/Accounting Support In The Amount Of $15,000 And Authorize The City Manager To Sign All Documents Upon The Review And Approval Of The City Attorney. (T Wrobleski)

Documents:

ROBERT HALF - TEMPORARY HELP HURRICANE BERYL- MARCH 2024.PDF

12. ACTION ITEMS

12.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving An Advanced Funding Agreement (AFA) Regarding The Pelican Island Bridge Project With The Texas Department Of Transportation (TxDOT) And Authorizing The City Manager, To Execute The Agreement Upon Actual Receipt Of Sufficient Funds And Upon Final Approval By The City Attorney; Directing The City Secretary To Send A Certified Copy Of This Resolution To The Texas Department Of Transportation; Providing For Findings Of Fact And For An Effective Date. (C. Brown/Robb)

Documents:

MARCH 25 PIB RESOLUTION.DOCX

12.B. Consider For Acceptance The Conditions Recommended By Staff Related To The Proposed Conveyance To The City By GISD Of The Property Commonly Known As Rosenberg School; Directing Staff To Initiate Negotiations With GISD Related To Those Conditions; And Directing Staff To Report Its Progress To Council At Its Meeting In May, 2025. (Legal)

Documents:

ROSENBERG SCHOOL DONATION CONDITIONS.DOCX

12.C. Discuss And Consider Appointments To The Following City Boards, Commissions, And Committees:

1. Airport Advisory Committee - District 2
2. Arts & Historic Preservation Advisory Board (2 vacancies)
3. Galveston Housing Finance Corporation/Galveston Property Finance Authority (1 vacancy)
4. Landmark Commission (1 vacancy)
5. Sister Cities Program Committee (1 vacancy)
6. Zoning Board of Adjustment (1 vacancy)

13. RECEIVE AND FILE (Non-Action Items)

13.A. Gulf Coast Authority - Notice Of Legislation Related To The Authority Of A Development Corporation Created By The Gulf Coast Authority (Previously Known As The Gulf Coast Waste Disposal Authority) To Finance Certain Projects; And Notice Of Legislation Related To The Meetings Of The Board Of Directors Of The Gulf Coast Authority.

Documents:

GULF COAST AUTHORITY - NOTICE OF LEGISLATION.PDF

14. ADJOURNMENT

I certify that the above Notice of Meeting was posted in a place convenient to the public in compliance with Chapter 551 of the Texas Government Code on 2024 at P.M.

Janelle Williams, City Secretary

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 CITY SECRETARY'S OFFICE, SUITE 201, 823 ROSENBERG, GALVESTON, TEXAS 77550 (409-797-3510).

One or more members of the City Council may attend the meeting by videoconference. A quorum of the members of the City Council will be physically present at the meeting location.

City of Galveston

1st Quarter Budget Report

FY 2025



CITY OF GALVESTON
QUARTERLY REPORT - FISCAL YEAR 2025
October 2024 – December 2024

City Manager's Budget Message i

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City of Galveston

OFFICE OF THE CITY MANAGER

PO Box 779| Galveston, TX 77553-0779
www.citymanager@galvestontx.gov |409-797-3520

March 14, 2025

Honorable Mayor Craig Brown and Members of Council

This is to present the First Quarter Budget Status Report for the period ending December 31, 2024, with projections as of the fiscal year ending September 30, 2025 (FY 2025). This quarterly report includes preliminary statements of income, expense, and ending fund balances for all operating funds as well as the cash balances and project allocations for all capital funds. Every fund is annotated with explanations of notable differences from budget for revenue and expenditures.

The first quarter report is only a preliminary glance at how the annual revenue is projected to progress. Our largest source of revenue, Property Tax, was received by the end of January but is not included in this quarterly report as of December 2024. Therefore, collection trends will provide a more complete revenue picture at the end of the second quarter of the year. Similarly, the other major sources of revenue, Sales Tax and Hotel Occupancy Tax, are submitted to the City after the month in which the activity occurs. As such, our major sources of revenue do not provide significant revenue or collection trends during the first quarter of each year.

System-wide, both revenue and expenditures are projected to end the year under budget. Decreased expenditures are primarily a reflection of the savings in various Special Revenue Funds where restricted funds have not been allocated to any projects as of the end of the first quarter. Additionally, both the General Fund and the Enterprise Funds are projected to have slightly lower expenses than budgeted. Savings in these funds are attributed to concerted efforts throughout the City to ensure that funding will be sufficient to complete the budget year in spite of the October 2025 budget amendment cuts.

The General Fund is projected to end FY 2025 with a $22.0 million ending balance. This is equivalent to 99 days of operating reserve. As our stated goal for the General Fund Reserve is 120 days of operating expenses; we will continue to manage revenue and expenses toward the goal of maintaining year end fund balance at the budgeted levels. The large revenue sources of property tax and sales tax are projected to be in line with budgeted amounts. The General Fund should end the fiscal year as budgeted and is expected to sustain high interest income earned on fund balance similar to the two most recent years.

PO Box 779| Galveston, TX 77553-0779
www.citymanager@galvestontx.gov |409-797-3520

The City's Combined Utility System (Waterworks and Sewer System funds) is producing revenue at a pace to end up on target. Additionally, the revenue will be boosted by projected operational underruns totaling about $670,000.

Hotel occupancy tax is expected to provide $36.3 million in anticipated revenue for FY 2025. Based on receipts in recent months, total HOT revenue is expected to end the year at or slightly below budget projections. These funds comprise a category of special funds unto themselves that are reported herein in eight special funds. Special Funds are the accounting vehicle by which funds with legal restrictions such as those associated with HOT revenue are deposited and tracked.

Total expenditure of HOT funds for the twelve months in FY 2025 are expected to be $26.5 million. There is an anticipated surplus in the Debt Service and Convention Center Operation funds of $10.1 million to be divided between Landry's and the City.

Property tax revenues are projected to stay aligned with the FY 2025 budgeted revenues. The large increases in value during the past few years have resulted in a decrease in the tax rate from $0.56 per $100 of taxable value in FY 2021 to $0.408850 in FY 2025. To limit the impact of increases in property values, homestead residential property owners are capped at ten percent in their annual increase in taxable value, and the City Council also increased the minimum homestead exemption from $5,000 to $60,000 starting in FY 2023. However, these tax breaks did not affect non-homestead residential property owners or commercial and business property owners' taxable values.

Sales tax revenue has been slightly above the previous year's levels in the early months of the fiscal year. While this quarter's report projects a conservative sales tax experience, a more complete trend will reveal itself during the second quarter.

Please let me know if you need further information on this First Quarter Budget Status Report for FY 2025.

Brian Maxwell
City Manager

CITY-WIDE SUMMARY
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year		
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate
Beginning Fund Balance				
General Fund	$25,150,000	$23,789,617	$23,789,617	$23,789,617
Special Revenue Funds	58,145,718	59,777,595	59,777,595	59,777,595
Debt Service Fund	1,667,420	1,931,733	1,931,733	1,931,733
Enterprise Funds	24,075,473	18,598,776	18,598,776	18,598,776
Total	**$109,038,611**	**$104,097,721**	**$104,097,721**	**$104,097,721**
Revenue				
General Fund	$77,339,161	$81,619,190	$21,915,689	$80,363,578
Special Revenue Funds	67,585,312	67,172,007	10,660,347	66,641,612
Debt Service Fund	4,943,622	5,058,470	2,023,356	5,057,400
Enterprise Funds	57,061,875	64,375,604	15,266,808	64,625,573
Total	**$206,929,970**	**$218,225,271**	**$49,866,200**	**$216,688,162**
Expenditures				
General Fund	$77,581,591	$81,597,336	$17,377,744	$80,946,296
Special Revenue Funds	65,951,411	96,627,567	11,194,152	77,199,874
Debt Service Fund	4,679,308	4,675,078	3,189,647	4,675,078
Enterprise Funds	61,510,301	62,090,650	14,471,112	61,385,360
Total	**$209,722,611**	**$244,990,631**	**$46,232,655**	**$224,206,609**
Revenues over/(under) Expenditures				
General Fund	($242,430)	$21,854	$4,537,945	($582,718)
Special Revenue Funds	1,633,901	(29,455,560)	(533,805)	(10,558,263)
Debt Service Fund	264,314	383,392	(1,166,291)	382,322
Enterprise Funds	(4,448,426)	2,284,954	795,697	3,240,213
Total	**($2,792,641)**	**($26,765,360)**	**$3,633,545**	**($7,518,446)**
Fund Balance Adjustments/ Appropriation of Fund Balance				
General Fund	($1,117,953)	($250,000)	($427,761)	($1,163,314)
Special Revenue Funds	(2,024)	0	0	0
Debt Service Fund	0	0	0	0
Enterprise Funds	(1,028,271)	(790,000)	(103,839)	(808,658)
Total	**($2,148,248)**	**($1,040,000)**	**($531,600)**	**($1,971,972)**
Ending Fund Balance				
General Fund	$23,789,617	$23,561,471	$27,899,801	$22,043,585
Special Revenue Funds	59,777,595	30,322,034	59,243,789	49,219,332
Debt Service Fund	1,931,733	2,315,125	765,442	2,314,055
Enterprise Funds	18,598,776	20,093,730	19,290,634	21,030,330
Sub-Total	**$104,097,721**	**$76,292,361**	**$107,199,666**	**$94,607,303**
Internal Service Funds	$15,342,407	$17,088,152	$16,315,167	$17,158,517
TOTAL WITH INTERNAL SERVICE FUNDS	**$119,440,128**	**$93,380,513**	**$123,514,833**	**$111,765,820**

Note The Internal Service Funds revenues and expenses are not included in the totals above to avoid duplication.

GENERAL FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

		Prior Year	Current Fiscal Year				
		FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate		FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance		**$25,150,000**	**$23,789,617**	**$23,789,617**	**$23,789,617**		**$0**
Revenues							
Property Taxes		$35,264,782	$38,760,600	$15,933,598	$38,182,131	(1)	($578,469)
Sales Taxes		22,075,488	22,927,000	$1,774,447	22,169,000	(2)	(758,000)
Mixed Beverage Taxes		1,175,555	1,248,360	$85,053	1,248,360		0
Franchise Taxes		5,185,065	4,935,860	$816,967	4,980,165	(3)	44,305
Licenses and Permits		1,591,663	1,663,800	$428,978	1,676,828		13,028
Interfund Transfers for Service		3,260,884	3,265,420	$815,220	3,260,880		(4,540)
Charges for Services		459,483	296,550	$52,269	279,682		(16,868)
Fines and Forfeits		1,604,870	1,484,530	$416,194	1,529,592		45,062
Investment Earnings		1,402,235	780,000	$211,506	740,000	(4)	(40,000)
Other Revenues		5,269,137	5,582,070	$1,212,706	5,621,940	(5)	39,870
Other Financing Sources		50,000	675,000	$168,750	675,000		0
Total Revenues		**$77,339,161**	**$81,619,190**	**$21,915,689**	**$80,363,578**		**($1,255,612)**
Expenditures							
Public Safety							
Police		$28,329,193	$30,035,670	$6,698,703	$30,206,645	(6)	($170,975)
Fire		15,994,562	17,060,930	3,276,407	17,060,718		212
Emergency Management		379,269	407,390	87,980	421,775	(12)	(14,385)
Emergency Medical Service		914,448	1,662,280	415,569	1,662,274		6
City Marshal		1,084,260	1,115,940	250,604	1,176,957	(12)	(61,017)
	Subtotal	**$46,701,731**	**$50,282,210**	**$10,729,263**	**$50,528,370**		**($246,160)**
Public Works							
Streets		$3,060,092	$2,270,670	$669,572	$2,385,666	(7)	($114,996)
Traffic		3,381,336	2,998,590	567,901	2,994,038		4,552
	Subtotal	**$6,441,428**	**$5,269,260**	**$1,237,473**	**$5,379,705**		**($110,445)**
Parks and Recreation							
Administration		$1,305,786	$1,231,650	$236,487	$1,296,238	(8)	($64,588)
Parks and Parkways		2,464,629	2,669,710	525,261	2,667,380		2,330
	Subtotal	**$3,770,415**	**$3,901,360**	**$761,748**	**$3,963,617**		**($62,257)**
Developmental Services							
Planning		$1,200,381	$1,190,670	$308,724	$1,213,511	(12)	($22,841)
Building Inspection		866,385	906,820	209,743	981,683	(12)	(74,863)
	Subtotal	**$2,066,767**	**$2,097,490**	**$518,467**	**$2,195,194**		**($97,704)**
General Government							
City Secretary		$637,983	$660,280	$171,715	$675,471	(12)	($15,191)
Elections		77,609	40,000	0	40,000		0
Municipal Court		816,581	859,890	195,999	936,862	(9)	(76,972)
City Manager		778,748	800,980	172,957	821,391	(12)	(20,411)
City Auditor		455,031	391,710	110,850	409,327	(12)	(17,617)
Legal		1,032,655	1,098,130	220,741	1,117,775	(12)	(19,645)
Human Resources		648,090	667,000	123,642	668,041		(1,041)
Island Transit Local Match		975,000	825,000	0	400,000		425,000
	Subtotal	**$5,421,697**	**$5,342,990**	**$995,904**	**$5,068,868**		**$274,122**
Finance							
Administration		$608,116	$652,930	$141,583	$669,428		($16,498)
Accounting		1,121,021	1,155,040	233,650	1,158,126		(3,086)
Purchasing		386,392	387,810	83,379	402,810		(15,000)
Budget		447,228	585,910	119,363	571,701		14,209
	Subtotal	**$2,562,756**	**$2,781,690**	**$577,975**	**$2,802,065**	(10)	**($20,375)**

GENERAL FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year				
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate		FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Non-Departmental						
Taxation	$342,412	$368,000	$35,969	$367,338		$662
Facility Maintenance	1,607,952	1,642,193	410,548	1,642,193		(0)
Civilian Comp Study Adjustments	0	910,268	0	0	(11)	910,268
Workers' Compensation	196,000	0	0	0		0
Contractual Services	6,156	0	0	0		0
Litigation/Damage Claims	9,452	0	79,694	79,694		(79,694)
Community Outreach/Public Information	348,324	422,340	105,585	422,340		0
Capital Outlay	319,352	1,000,000	37,857	1,000,000		0
Transfer to Separation Pay Fund	1,450,000	950,000	237,500	950,000		(0)
Transfer to Infrastructure Fund	6,257,485	6,529,535	1,632,384	6,529,535		0
General Fund Balance Contingency	79,663	100,000	17,378	17,378		82,622
Subtotal	**$10,616,795**	**$11,922,336**	**$2,556,915**	**$11,008,478**		**$913,858**
Total Expenditures	**$77,581,591**	**$81,597,336**	**$17,377,744**	**$80,946,296**		**$651,040**
Revenues Over/(Under) Expenditures	**($242,430)**	**$21,854**	**$4,537,945**	**($582,718)**		**($604,573)**
Prior Year Adjustment	**$11,135**	**$0**	**$0**	**$0**		**$0**
Subtotal after adjustment	**$24,918,705**	**$23,811,472**	**$28,327,562**	**$23,206,899**		**($604,573)**
Less: Appropriation of Fund Balance						
FY2023/FY2024 Carryover Vehicle Purchases	$1,129,088	$0	$53,917	$539,470		($539,470)
One-Time Capital Outlay	0	0	373,844	373,844		(373,844)
Comprehensive Plan Carryover	0	250,000	0	250,000		0
Subtotal of fund balance appropriation	**$1,129,088**	**$250,000**	**$427,761**	**$1,163,314**	**(13)**	**($913,314)**
Ending Fund Balance	**$23,789,617**	**$23,561,472**	**$27,899,801**	**$22,043,585**	**(14)**	**($1,517,886)**
120 Day Reserve	**$25,506,276**	**$26,826,521**	**$5,713,231**	**$26,612,481**		**($214,040)**
Excess over 120 Days	**($1,716,659)**	**($3,265,050)**	**$22,186,570**	**($4,568,896)**		**($1,303,846)**
Total General Fund Appropriation	**$78,710,679**	**$81,847,336**	**$17,805,505**	**$82,109,610**		**($262,274)**

NOTES:

(1) The City lost taxable value this year as a result of taxpayer suits challenging the increases in taxable value in the last year. The related revenue losses are projected to be over $550,000 in the current fiscal year.

(2) Fiscal year total sales tax revenue is approximately 5.62% higher than the same period last year representing $470,204 more in revenue than budgeted. The trend is anticipated to remain steady in FY 2025, although uncertainty in the markets could impact consumption.

(3) The decrease ($44.305) in Franchise and Other Taxes is a result of higher than expected Natural Gas Franchise revenues.

(4) Estimated Interest for FY 2025, subject to changes in Fed rate.

(5) Other Revenues includes the new long term parking and cruise passenger charge revenue. Both of these revenue streams are in their second full year and were budgeted conservatively due to the limited information related to historical trends.

(6) The Police Department estimate includes expected overages in Maintenance Contracts (+$80,500) due to expected costs and a one-time payment (+$96,200) to Galveston County to reconcile their costs to their billed rent rate.

(7) The Streets Department overrun includes actual garage charges higher than expected (+$100,800) and overage related to Civilian COLA which will be addressed in the 1st Quarter Budget Amendment. Staff will continue to monitor Garage Charges and will include in a future budget amendment if necessary.

(8) The overage in Park Administration includes an anticipated overage from Part-time Payroll (+68,900) which staff will monitor and include in a future budget amendment if necessary.

(9) The overage in Municipal Court include approximately $26,100 in overage related to the Civilian COLA which will be addressed in the 1st Quarter Budget Amendment, $63,900 in overages in banking fees due to increasing fees from payment disputes and approximately $13,000 in various line item underruns. Staff will continue to monitor the bank fees issue and include it in a future budget amendment if necessary.

(10) The overage in Finance is related to disaster recovery consultants hired in FY24 to assist with Beryl claims.

(11) Funding set-aside to address Civilian COLA and City Pension Plans.

(12) The projected overages in these Departments are related to the approved Civilian COLA and will be addressed during the 1st Quarter Budget Amendment.

(13)

Carryover Cost from FY2024/FY2025	
Silsbee Ford (F-350 C/Cab Regular Bed)	70,319
Silsbee Ford (F-350 C/Cab Regular Bed)	70,319
Silsbee Ford (F-350 C/Cab Regular Bed)	70,319
Silsbee Ford (F-550 Dump truck)	84,759
Silsbee Ford (F-150 C/Cab Regular Bed)	49,457
Silsbee Ford (Police Admin. F150 C/Cab Regular Bed)	53,917
Santex Truck Center (Streets - International HV604 Dump Truck)	140,381
SEMS,Inc. (Remediation for Incinerator affected properties)	373,844
Comprehensive Plan	250,000
Subtotal	$1,163,314

(14) Projected ending fund balance of $22.0 million represents 99 days of reserve ($211,770 per day).

Special Revenue Funds

Special revenue funds are used to account for the proceeds of specific revenue sources legally restricted to expenditures for specific purposes.

Rosenberg Library Fund (1040) - To account for ad valorem taxes collected and transferred to the library, to be used for library purposes, as authorized by City Charter.

Seawall Parking Fund (1095) – To account for receipts of seawall parking revenue and expenditures related to the operation and capital improvement of the seawall and beach.

Convention Center Surplus Fund (1090) – To account for local hotel occupancy tax, to be used to enhance and promote tourism and the convention and hotel industry.

City Council Projects & Initiatives Program Fund (1098) – To account for funds to enhance neighborhood resources, economic development, public services, and the quality of life for residents.

Short Term Rental Regulation Fund (1088) – To account for the portion the short term registration fee allocated to the City. The registration fee was increased to $250/registration effective January 2023. The Park Board receives a portion of the fee to pay for costs incurred for collections. The remaining receipts are allocated to the City.

Infrastructure Fund (3199) – To account for funds for capital improvement and/or debt service allocating 1% of the General Fund Operating Budget beginning in FY 2013 and an additional 1% in each successive fiscal year thereafter until the cumulative annual allocation reaches a minimum of 8% of the total General Fund Operating Budget.

Separation Pay Fund (1099) – To account for funds from the General, Waterworks, Sewer System, Sanitation, Drainage and Airport for accrued benefits paid to an employee who terminates employment from the City.

Public Access Channel Fund (1092) – To account for funds used for improvements and equipment related to the City's public access channel. The revenues from this fund come from Comcast. It is a legal requirement that the funds be spent to improve the public access channel.

Parking Management Fund (1096) - To account for collection of parking revenue and fees around the downtown area.

Lasker Pool Fund (1094) – To account for funds received through donations, grants and IDC funding to be used for the first community pool in the City of Galveston.

Pension Reform Fund (1020) - To account for funds set aside to address the City of Galveston Civilian Pension Plan.

Revenue Producing Parks Fund (1031) - To account for the collection of fees and expenses at Pocket Park #1, Pocket Park #2, Pocket Park #3, Fort Crockett Seawall Park, McAllis Point and Ostermayer Bayou.

Asset Forfeiture Funds (1811) – To account for the equitable sharing of assets received from federal and state agencies to be used for law enforcement purposes. Funds are used to enhance and supplement, not supplant or replace the Police Department's appropriated budget.

Police Special Revenue Fund (1812) – To account for funds donated from the community to be used for Police Department needs.

Police Quartermaster Fund (1813) – To account for funds to maintain and purchase clothing and equipment as determined by the Police Administration for all full time paid police officers

Alarm Permit Fund (1814) – To account for fees paid by permit holders for annual alarm system permits issued by the city. Fees shall be used for the general administration and enforcement of the city alarm systems program as required by Local Government Code, Section 214.194.

Fire Special Revenue Fund (1816) – To account for funds donated from the community to be used for Fire Department needs.

Municipal Court Building Security Fund (1821) – To account for a fee of $3.00 per misdemeanor conviction and is collected for future improvements to the security of the court facilities.

Municipal Court Technology Fund (1822) – To account for a fee of $4.00 per misdemeanor conviction and is collected for future improvements to technology of the court facilities.

Municipal Court Juvenile Services Fund (1823) – To account for a fee of $6.00 per misdemeanor conviction (90% State, 10% City) to promote the efficient operation of the court and the investigation, prosecution, and enforcement of the offenses within the court's jurisdiction.

Recovery and Capital Reserve Fund (3050) - To account for funds collected through the legal department.

Technology Improvement Fund (1097) - To account for funding for city-wide efforts to enhance technology of the city's hardware and software configurations and status including disaster recovery planning.

Island Transit Fund (1300) – To account for the receipt of and expenditure of federal, state, and local revenues designated for transit and other livable community projects.

HOT Special Revenue Funds (several) - To account for the revenues collected from hotels and short term rentals including Park Board sponsored programs that are funded according to State law, convention center operating agreements and HOT bond covenants.

SPECIAL REVENUE FUNDS
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	FY2024 Actual	FY2025 Adopted Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate
Beginning Fund Balance				
Rosenberg Library	$0	$0	$0	$0
Seawall Parking	3,239,656	2,396,266	2,396,266	2,396,266
Convention Center Surplus	10,442,133	8,371,864	8,371,864	8,371,864
City Council Projects & Initiatives Program	6,624	0	0	0
STR Regulation & Oversight Fund	783,244	1,638,448	1,638,448	1,638,448
Infrastructure Fund	6,126,242	5,469,710	5,469,710	5,469,710
Separation Pay Fund	150,949	215,006	215,006	215,006
Public Access Channel Fund	1,664,148	1,874,112	1,874,112	1,874,112
Parking Management Fund	1,208,447	1,420,292	1,420,292	1,420,292
Lasker Pool Fund	94,328	87,503	87,503	87,503
Pension Reform Fund	1,019,114	1,071,713	1,071,713	1,071,713
Revenue Producing Parks	989,493	891,125	891,125	891,125
D.E.A. Asset Forfeiture Fund	334,592	578,113	578,113	578,113
Police Special Revenue Fund	84,703	50,795	50,795	50,795
Police Quartermaster Fund	63,007	91,573	91,573	91,573
Alarm Permit Fund	110,297	81,504	81,504	81,504
Fire Special Revenue Fund	262,348	363,822	363,822	363,822
Municipal Court Building Security Fund	11,499	6,168	6,168	6,168
Municipal Court Technology Fund	56,534	52,850	52,850	52,850
Municipal Court Juvenile Services Fund	224,216	245,153	245,153	245,153
Recovery and Capital Reserve Fund	628,911	809,937	809,937	809,937
Technology Improvement Fund	3,611,306	5,234,561	5,234,561	5,234,561
Island Transit	134,368	1,042,588	1,042,588	1,042,588
Hurricane Harvey	24,194	24,194	24,194	24,194
HOT Fund Summary	26,875,365	27,760,296	27,760,296	27,760,296
Total	**$58,145,718**	**$59,777,595**	**$59,777,595**	**$59,777,595**
Revenues				
Rosenberg Library	$5,570,724	$6,155,322	$2,480,982	$6,155,322
Seawall Parking	521,995	600,000	30,069 (1)	520,000
Convention Center Surplus	5,030,606	5,504,200	100,859	5,099,167
City Council Projects & Initiatives Program	0	0	0	0
STR Regulation & Oversight Fund	855,204	755,000	175,322	725,600
Infrastructure Fund	6,457,794	6,704,535	1,701,327	6,770,835
Separation Pay Fund	1,585,570	1,075,570	268,892	1,075,570
Public Access Channel Fund	228,506	210,000	12,663	182,600
Parking Management Fund	1,527,852	1,550,000	351,622	1,456,322
Lasker Pool Fund	690,565	712,400	129,868	692,747
Pension Reform Fund	52,599	45,000	12,305	43,000
Revenue Producing Parks	242,876	340,450	18,300	336,429
D.E.A. Asset Forfeiture Fund	386,460	165,000	37,183	179,000
Police Special Revenue Fund	127,772	80,400	19,757	96,950
Police Quartermaster Fund	89,166	88,500	85,726	89,100
Alarm Permit Fund	38,994	40,500	8,122	32,487
Fire Special Revenue Fund	117,985	64,300	33,915	95,900
Municipal Court Building Security Fund	28,932	25,500	7,394	29,500
Municipal Court Technology Fund	26,368	25,500	6,724	26,800
Municipal Court Juvenile Services Fund	40,709	36,500	10,313	41,200
Recovery and Capital Reserve Fund	168,475	0	0	0
Technology Improvement Fund	3,793,282	1,050,000	52,440	1,159,700
Island Transit	5,013,508	4,788,980	555,927	4,488,283
Hurricane Harvey	10,441	0	0	0
HOT Fund Summary	34,978,928	37,154,350	4,560,637	37,345,100
Total	**$67,585,312**	**$67,172,007**	**$10,660,347**	**$66,641,612**

(1) Seawall Parking projections assume transition to Parks Board as of February, 2016.

SPECIAL REVENUE FUNDS
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

		FY2024 Actual	FY2025 Adopted Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate
Expenditures					
Rosenberg Library		$5,570,724	$6,155,322	$2,480,982	$6,155,322
Seawall Parking		1,365,385	2,555,262	116,696	1,297,103
Convention Center Surplus		7,100,876	14,465,015	986,827	7,843,708
City Council Projects & Initiatives Program		6,624	0	0	0
STR Regulation & Oversight Fund		0	2,292,374	0	0
Infrastructure Fund		7,114,326	9,710,091	170,945	9,362,510
Separation Pay Fund		1,521,513	855,000	271,349	854,800
Public Access Channel Fund		18,542	1,813,496	14,046	50,000
Parking Management Fund		1,316,007	3,105,772	275,758	1,624,483
Lasker Pool Fund		697,390	733,026	73,084	645,991
Pension Reform Fund		0	1,107,235	0	0
Revenue Producing Parks		341,244	1,051,478	159,038	814,475
D.E.A. Asset Forfeiture Fund		142,939	669,952	8,337	440,000
Police Special Revenue Fund		161,680	139,175	4,766	116,000
Police Quartermaster Fund		60,601	100,200	49,291	94,000
Alarm Permit Fund		67,787	117,037	18,392	73,576
Fire Special Revenue Fund		16,511	421,832	0	445,632
Municipal Court Building Security Fund		34,263	33,410	8,973	35,570
Municipal Court Technology Fund		30,051	77,871	6,060	24,300
Municipal Court Juvenile Services Fund		19,772	278,003	4,358	18,500
Recovery and Capital Reserve Fund		(12,552)	587,386	8,236	133,000
Technology Improvement Fund		2,170,027	5,885,990	555,300	5,572,868
Island Transit		4,103,264	5,017,361	850,261	5,017,739
Hurricane Harvey		10,441	0	0	0
HOT Fund Summary		34,093,997	39,455,279	5,131,454	36,580,298
	Total	**$65,951,411**	**$96,627,567**	**$11,194,152**	**$77,199,874**
Prior Year Adjustment					
Island Transit		(2,024)	0	0	0
HOT Fund Summary		0	0	0	0
	Total	**($2,024)**	**$0**	**$0**	**$0**
Ending Balances					
Rosenberg Library		$0	$0	$0	$0
Seawall Parking		2,396,266	441,004	2,309,638	1,619,163
Convention Center Surplus		8,371,864	(588,951)	7,485,897	5,627,323
City Council Projects & Initiatives Program		0	0	0	0
STR Regulation & Oversight Fund		1,638,448	101,074	1,813,769	2,364,048
Infrastructure Fund		5,469,710	2,464,154	7,000,092	2,878,035
Separation Pay Fund		215,006	435,576	212,550	435,776
Public Access Channel Fund		1,874,112	270,616	1,872,729	2,006,712
Parking Management Fund		1,420,292	(135,480)	1,496,157	1,252,132
Lasker Pool Fund		87,503	66,877	144,287	134,260
Pension Reform Fund		1,071,713	9,478	1,084,018	1,114,713
Revenue Producing Parks		891,125	180,097	750,387	413,079
D.E.A. Asset Forfeiture Fund		578,113	73,161	606,959	317,113
Police Special Revenue Fund		50,795	(7,980)	65,786	31,745
Police Quartermaster Fund		91,573	79,873	128,007	86,673
Alarm Permit Fund		81,504	4,967	71,234	40,415
Fire Special Revenue Fund		363,822	6,290	397,736	14,090
Municipal Court Building Security Fund		6,168	(1,742)	4,589	98
Municipal Court Technology Fund		52,850	479	53,515	55,350
Municipal Court Juvenile Services Fund		245,153	3,650	251,109	267,853
Recovery and Capital Reserve Fund		809,937	222,551	801,701	676,937
Technology Improvement Fund		5,234,561	398,571	4,731,702	821,393
Island Transit		1,042,588	814,207	748,254	513,132
Hurricane Harvey		24,194	24,194	24,194	24,194
HOT Fund Summary		27,760,296	25,459,367	27,189,478	28,525,098
	Total	**$59,777,595**	**$30,322,034**	**$59,243,789**	**$49,219,332**

ROSENBERG LIBRARY
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$0**	**$0**	**$0**	**$0**	**$0**
Revenues					
Property Taxes	$5,535,357	$6,115,322	$2,466,954	$6,115,322	$0
Property Taxes-Delinquent	35,367	40,000	14,028	40,000	0
Total Revenues	**$5,570,724**	**$6,155,322**	**$2,480,982**	**$6,155,322**	**$0**
Expenditures					
Payments to Library	$5,570,724	$6,155,322	$2,480,982	$6,155,322	$0
Total Expenditures	**$5,570,724**	**$6,155,322**	**$2,480,982**	**$6,155,322**	**$0**
Revenues Over/(Under) Expenditures	**$0**	**$0**	**$0**	**$0**	**$0**
Ending Fund Balance	**$0**	**$0**	**$0**	**$0**	**$0**

NOTE: The Rosenberg Library reached an agreement with the City Council on September 9, 2022 that provides for the annual calculation of a portion of the Rosenberg Library's share of annual property tax revenue to be retained by the City. Under this agreement, the Library Board agreed to accept an increase over the prior fiscal year that was equal to the overall increase in the City's budgeted property tax revenue. This amount is set during budget time and trued up at the end of the fiscal year. The Library charter calculation of property taxes is being affected by the large volume of court cases resulting in taxable value loss.

SEAWALL PARKING
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$3,239,656**	**$2,396,266**	**$2,396,266**	**$2,396,266**	**$0**
Revenues					
Transient Fees	$393,220	$540,000	$0 (1)	$400,000	($140,000)
Other Revenue	128,775	60,000	30,069	120,000	60,000
Total Revenues	**$521,995**	**$600,000**	**$30,069**	**$520,000**	**($80,000)**
Expenditures					
Materials and Supplies	$8,623	$35,000	$0	$26,250	$8,750
Engineering Service	62,250	235,000	2,750	176,250	58,750
Administrative Service Charges	42,134	42,130	10,532	42,130	0
Capital Outlay Improvements	1,252,378	830,000	1,858	830,000	0
Capital Reserve	0	1,413,132	101,555	222,473 (2)	1,190,659
Total Expenditures	**$1,365,385**	**$2,555,262**	**$116,696**	**$1,297,103**	**$1,258,159**
Revenues Over/(Under) Expenditures	**($843,391)**	**($1,955,262)**	**($86,627)**	**($777,103)**	**$1,178,159**
Ending Fund Balance	**$2,396,266 (1)**	**$441,004**	**$2,309,638**	**$1,619,163**	**$1,178,159**

NOTE:

(1) By contract, The Park Board collects all Seawall parking revenue, incurs the expense of operating the parking system, and provides the City income net of expenditures. The City maintains this net income in this fund and has it reserved until significant projects to improve the Seawall are identified and approved by City Council. Estimated receipts for year are based on an estimated revenue for 1st quarter as these amounts have not been reported to the City yet.

(2) Funding for approved Capital Improvement Program Projects.

CONVENTION CENTER SURPLUS
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$10,442,133**	**$8,371,864**	**$8,371,864**	**$8,371,864**	**$0**
Revenues					
Convention Center (Hotel Tax) Surplus	$4,510,922	$5,014,200	$0	$4,695,767 (1)	($318,433)
Other Revenue	519,684	490,000	100,859	403,400	(86,600)
Total Revenues	**$5,030,606**	**$5,504,200**	**$100,859**	**$5,099,167**	**($405,033)**
Expenditures					
Special Events (City)					
Special Events General Fund	$50,000	$150,000	$168,750 (2)	$150,000	$0
Public Safety/Tourism Reserve	$0	$500,000	$4,314	$500,000	$0
Summer Band Concert	32,120	32,120	0	32,120	0
25th Street Lighting	26,595	50,000	12,242	48,970	1,030
Mardi Gras	485,853	490,000	0	490,000	0
Fireworks Display	77,454	149,500	0	149,500	0
Stewart Beach Master Plan/Pavilion	6,911	0	5,734	5,734 (3)	(5,734)
Stewart Beach Patrol Temp Housing	88,049	0	8,000	8,000 (3)	(8,000)
Sandhill Crane Project	1,733,310	757,855	360,156	707,586	50,269
Sports Tourism	2,236	3,000,000	0	3,000,000 (4)	0
Portable ADA Restrooms	0	60,000	0	60,000	0
Administrative Service Charge	133,800	133,800	33,450	133,800	0
Surplus Reserve	0	6,899,560	0	300,000 (5)	6,599,560
Subtotal Special Events (City)	2,636,327	12,222,835	592,645	5,585,710	6,637,125
Seawall and Related Activities (City)					
Seawall Police Services (GPD)	613,392	700,000	116,655	583,280 (6)	116,720
Light Towers	0	15,000	9,459	9,459	5,541
Subtotal Seawall (City)	613,392	715,000	126,114	592,739	122,261
Park Board					
East End Lagoon	50,000	50,000	0	50,000	0
Seawall Litter Detail	200,000	200,000	0	200,000	0
Subtotal Park Board	250,000	250,000	0	250,000 (7)	0
Island Transit					
Bus Trolley Operations	607,742	610,570	121,998	707,743 (8)	(97,173)
Rail Trolley Operations	684,675	666,610	143,973	691,763 (8)	(25,153)
Trolley System Track Repair Project	0	0		0	0
Trolley Car Buses	1,247,972	0	2,097	15,753	(15,753)
Trolley Style Buses	1,060,767	0	0	0	0
Subtotal Island Transit	3,601,157	1,277,180	268,068	1,415,259	(138,079)
Total Expenditures	**$7,100,876**	**$14,465,015**	**$986,827**	**$7,843,708**	**$6,621,307**
Revenues Over/(Under) Expenditures	**($2,070,269)**	**($8,960,815)**	**($885,968)**	**($2,744,542)**	**$6,216,273**
Ending Fund Balance	**$8,371,864**	**($588,951)**	**$7,485,897**	**$5,627,323**	**$6,216,273**

NOTE:

(1) The Convention Center operator implements major maintenance and repair projects that are charged to Hotel Occupancy Tax Capital Reserve funds under terms of the original convention center development and management agreements. This directly affects the portion of the hotel occupancy tax revenue left over to "trickle down" to this fund. See fourth quarter calculation in the Appendices. The decrease in revenue as compared to budget is associated with the overall decrease in HOT cause by Hurricane Beryl.

(2) Year-to-date amount includes transfer to General Fund for right-of-way mowing which should be reported separately (see Note 5) and one-time payment from Park Board which will go directly to the Geneal Fund when received. Both will be corrected prior to preparation of the 2nd Quarter Budget Report.

(3) Estimated expenses for Master plan and temporary housing for Beach Patrol including Project Management costs. City staff will continue to monitor projects and a budget amendment will be presented to City Council for approval if necessary.

(4) Funding for improvements to Lassie League, B. Davis Parks and Lindale Park including Project Management fees.

(5) Funding for the reimbursement to Parks for mowing of Right-of-Ways for FY 2025. In future years, this will be reimbursed by the Park Board.

(6) Funding for the reimbursement to the Police Department for Officers assigned to the Seawall District. Assignments began in January 2018.

(7) Payment pending invoices from the Galveston Park Board.

(8) Anticipated reimbursement to Island Transit for Bus and Rail Trolley Operations. City staff will continue to monitor projects and a budget amendment will be presented to City Council for approval if necessary.

CITY COUNCIL PROJECTS & INITIATIVES PROGRAM FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$6,624**	**$0**	**$0**	**$0**	**$0**
Revenues					
Operating Transfer in	$0	$0	$0	$0	$0
Other Revenue	0	0	0	0	0
Total Revenues	**$0**	**$0**	**$0**	**$0**	**$0**
Expenditures					
Operating Transfer Out	$6,624	$0	$0	$0 (1)	$0
Total Expenditures	**$6,624**	**$0**	**$0**	**$0**	**$0**
Revenues Over/(Under) Expenditures	**($6,624)**	**$0**	**$0**	**$0**	**$0**
Ending Fund Balance	**$0**	**$0**	**$0**	**$0**	**$0**

NOTE:

(1) Closed out Fund and moved balance to Parking Management Fund in FY24.

SHORT TERM RENTAL REGULATION & OVERSIGHT FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$783,244**	**$1,638,448**	**$1,638,448**	**$1,638,448**	**$0**
Revenues					
SRT Licenses & Fees	$810,686	$695,000	$172,271 (1)	$689,000	($6,000)
Other Revenue	44,518	60,000	3,051	36,600	(23,400)
Total Revenues	**$855,204**	**$755,000**	**$175,322**	**$725,600**	**($29,400)**
Expenditures					
Salary Reimbursements	$0	$0	$0	$0	$0
Expense Reimbursements	0	2,292,374	0	0	2,292,374
Total Expenditures	**$0**	**$2,292,374**	**$0**	**$0**	**$2,292,374**
Revenues Over/(Under) Expenditures	**$855,204**	**($1,537,374)**	**$175,322**	**$725,600**	**$2,262,974**
Ending Fund Balance	**$1,638,448**	**$101,074**	**$1,813,769**	**$2,364,048**	**$2,262,974**

NOTE:

(1) Year to Date Actual numbers are estimated due to pending reporting and receipt from the Galveston Park Board.

INFRASTRUCTURE FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$6,126,242**	**$5,469,710**	**$5,469,710**	**$5,469,710**	**$0**
Revenues					
Operating Transfer in-General Fund	$6,257,485	$6,529,535	$1,632,384	$6,529,535 (1)	$0
Other Revenue	200,309	175,000	68,944	241,300	66,300
Total Revenues	**$6,457,794**	**$6,704,535**	**$1,701,327**	**$6,770,835**	**$66,300**
Expenditures					
Capital Improvement	$1,586,579	$3,787,335	$9,300	$3,551,479	$235,856
Salary Reimbursements	75,659	157,573	0	157,573	0
Concrete and Aggregate	418,139	488,475	0	488,475	0
Sign Materials	24,996	0	0	0	0
Paint & Lumber	24,989	0	0	0	0
Consultant Services	75,874	66,718	31,434	66,718	0
Fixed Asset Study	232,762	0	0	0	0
Engineering Services	165,220	1,615,005	84,288	1,615,005	0
Machinery & Equipment	353,415	0	0	0	0
Project Management Cost	225,329	652,472	45,923	652,472	0
Expense Reimbursement (Equipment)	85,324	250,000	0	187,500	62,500
Vehicle Capital Outlay	846,039	2,143,289	0	2,143,289 (2)	0
Transfer to Debt Service Fund	0	0	0	0	0
Operating Transfer Out (Local Match)	0	0	0	0	0
Transfer to Technology Impvt. Fund	3,000,000	500,000	0	500,000	0
Construction Contingency	0	49,225	0	0	49,225
Total Expenditures	**$7,114,326**	**$9,710,091**	**$170,945**	**$9,362,510**	**$347,581**
Revenues Over/(Under) Expenditures	**($656,532)**	**($3,005,556)**	**$1,530,382**	**($2,591,675)**	**$413,881**
Ending Fund Balance	**$5,469,710**	**$2,464,154**	**$7,000,092**	**$2,878,035**	**$413,881**

NOTE:

(1) Equal to eight percent of General Fund revenues in accordance with Chapter VII Section 20 of the City Charter.

(2) Carryover of funding for a 100' Aerial Ladder Truck for the Fire Department that was approved by Council on 11/06/23.

SEPARATION PAY FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$150,949**	**$215,006**	**$215,006**	**$215,006**	**$0**
Revenues					
Operating Transfer In					
General Fund	$1,450,000	$950,000	$237,500	$950,000	$0
Waterworks Fund	32,440	22,440	5,610	$22,440	0
Sewer System Fund	40,800	40,800	10,200	$40,800	0
Sanitation Fund	35,700	35,700	8,925	$35,700	0
Drainage Fund	20,000	20,000	5,000	$20,000	(0)
Airport Fund	6,630	6,630	1,658	$6,630	0
Total Revenues	**$1,585,570**	**$1,075,570**	**$268,892**	**$1,075,570 (1)**	**($0)**
Expenditures					
General Fund	$1,411,306	$743,100	$206,141	$741,500	$1,600
Waterworks Fund	29,146	20,500	15,764	$20,500	0
Sewer System Fund	40,050	40,400	32,378	$40,100	300
Sanitation Fund	27,590	30,500	8,037	$32,200	(1,700)
Drainage Fund	8,004	14,500	9,028	$14,500	0
Airport Fund	5,418	6,000	0	$6,000	0
Total Expenditures	**$1,521,513**	**$855,000**	**$271,349**	**$854,800 (2)**	**$200**
Revenues Over/(Under) Expenditures	**$64,057**	**$220,570**	**($2,456)**	**$220,770**	**$200**
Ending Fund Balance	**$215,006**	**$435,576**	**$212,550**	**$435,776**	**$200**

NOTE:

(1) Separation Pay for Internal Service Fund and Island Transit Fund not charged here but charged directly to those funds. Island Transit involves grant funds while Internal Service Fund expenditures are charged back to all departments.

(2) Expected overage will be monitored and a budget amendment will be presented to Council if necessary.

PUBLIC ACCESS CHANNEL FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

		Prior Year	Current Fiscal Year			
		FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance		**$1,664,148**	**$1,874,112**	**$1,874,112**	**$1,874,112**	**$0**
Revenues						
P.E.G. Fees	(1)	$140,367	$160,000	$0	$132,000	($28,000)
Interest Earned		88,139	50,000	12,663	50,600	600
Total Revenues		**$228,506**	**$210,000**	**$12,663**	**$182,600**	**($27,400)**
Expenditures						
Capital Outlay		$18,542	$1,813,496	$14,046	$50,000	$1,763,496
Total Expenditures		**$18,542**	**$1,813,496**	**$14,046**	**$50,000**	**$1,763,496**
Revenues Over/(Under) Expenditures		**$209,965**	**($1,603,496)**	**($1,383)**	**$132,600**	**$1,736,096**
Ending Fund Balance		**$1,874,112**	**$270,616**	**$1,872,729**	**$2,006,712**	**$1,736,096**

NOTE:

(1) One sixth of cable TV franchise tax revenue reserved for municipal station capital outlay and equipment. Five sixths is General Fund revenue. Amount shown includes Comcast only with no current or future contributions from AT&T for cable service they provide.

PARKING MANAGEMENT FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

		Prior Year	Current Fiscal Year			
		FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1)	**$1,208,447**	**$1,420,292**	**$1,420,292**	**$1,420,292**	**$0**
Revenues						
Parking Meter Fees		$1,450,378	$1,500,000	$334,250	$1,386,950	($113,050)
Interest		70,397	50,000	17,265	68,965	18,965
Other Revenues		7,077	0	108	408	408
Total Revenues		**$1,527,852**	**$1,550,000**	**$351,622**	**$1,456,322**	**($93,678)**
Expenditures						
Personnel Services		$897,543	$930,210	$196,480	$859,249	$70,961
Supplies		26,498	44,000	4,308	36,813	7,187
Contractual Services		391,966	334,100	74,644	328,953	5,147
Other Services		0	0	0	0	0
Capital Outlay		0	416,680	326	399,468	17,212
Capital Reserve		0	1,380,783	0	0	1,380,783
Total Expenditures		**$1,316,007**	**$3,105,772**	**$275,758**	**$1,624,483**	**$1,481,290**
Revenues Over/(Under) Expenditures		**$211,845**	**($1,555,772)**	**$75,865**	**($168,160)**	**$1,387,613**
Ending Fund Balance		**$1,420,292**	**($135,480)**	**$1,496,157**	**$1,252,132**	**$1,387,613**

NOTE:

(1) Meters installed and revenue began to be collected in April 2016.

LASKER POOL FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

		Prior Year	Current Fiscal Year			
		FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1)	**$94,328**	**$87,503**	**$87,503**	**$87,503**	**$0**
Revenues						
Transfer from IDC		$500,000	$500,000	$125,000	$500,000	$0
Recreation Fees		48,184	55,000	950	50,000	(5,000)
Memberships/Admissions		104,362	121,000	1,063	111,000	(10,000)
Rentals		9,350	12,000	790	12,000	0
Training/Education		2,325	1,200	800	2,400	1,200
Concessions		12,176	13,200	228	13,200	0
Interested Earned		14,168	10,000	1,037	4,147	(5,853)
Total Revenues		**$690,565**	**$712,400**	**$129,868**	**$692,747**	**($19,653)**
Expenditures						
Personnel Services		$432,014	$498,720	$35,207	$414,535 (2)	$84,185
Supplies		84,137	95,600	12,883	93,190	2,410
Contractual Services		89,343	83,630	11,230	83,210	420
Other Charges and Services		91,896	55,076	13,764	55,055	21
Capital Outlay		0	0	0	0	0
Total Expenditures		**$697,390** (1)	**$733,026**	**$73,084**	**$645,991**	**$87,035**
Revenues Over/(Under) Expenditures		**($6,825)**	**($20,626)**	**$56,784**	**$46,756**	**$67,382**
Ending Fund Balance		**$87,503**	**$66,878**	**$144,287**	**$134,260**	**$67,382**

NOTE:

(1) Lasker Pool opened in August, 2017. Constructed with IDC sales tax revenue and individual contributions, IDC contributes to the operation and maintenance of the pool.

(2) Variance due to change in staff allocation between Lasker Pool and Revenue Producing Parks.

PENSION REFORM FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$1,019,114**	**$1,071,713**	**$1,071,713**	**$1,071,713**	**$0**
Revenues					
Interested Earned	$52,599	$45,000	$12,305	$43,000	($2,000)
Total Revenues	**$52,599**	**$45,000**	**$12,305**	**$43,000**	**($2,000)**
Expenditures					
City Employee Term Retirement	$0	$0	$0	$0	$0
Consultant Services	0	0	0	0	0
Contingency/Reserve	0	1,107,235	0	0	1,107,235
Total Expenditures	**$0**	**$1,107,235**	**$0**	**$0**	**$1,107,235**
Revenues Over/(Under) Expenditures	**$52,599**	**($1,062,235)**	**$12,305**	**$43,000**	**$1,105,236**
Ending Fund Balance	**$1,071,713**	**$9,478**	**$1,084,018**	**$1,114,713 (1)**	**$1,105,236**

NOTE:

(1) Future funding available for pension plans as determined by City Council.

REVENUE PRODUCING PARKS
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$989,493**	**$891,125**	**$891,125**	**$891,125**	**$0**
Revenues					
Beach Users Fees	$169,610	$190,000	$8,805	$190,000	$0
Season Pass	13,300	10,000	500	10,000	0
Vendors/Concessions	11,325	100,000	0	100,000	0
Other Revenue	48,641	40,450	8,995	36,429	(4,021)
Total Revenues	**$242,876**	**$340,450**	**$18,300**	**$336,429**	**($4,021)**
Expenditures					
Personnel Services	$194,418	$246,440	$58,902	$323,870 (1)	($77,430)
Materials and Supplies	4,505	8,060	232	7,453	607
Contractual Services	104,669	226,850	37,463	262,527 (2)	(35,677)
Other Services	14,113	70,950	2,921	70,950	0
Capital Outlay	23,539	142,277	59,520	149,675	(7,398)
Contingency Reserve	0	356,901	0	0	356,901
Total Expenditures	**$341,244**	**$1,051,478**	**$159,038**	**$814,475**	**$237,003**
Revenues Over/(Under) Expenditures	**($98,368)**	**($711,028)**	**($140,738)**	**($478,046)**	**$232,982**
Ending Fund Balance	**$891,125**	**$180,097**	**$750,387**	**$413,079**	**$232,982**

NOTE:

(1) Variance due to change in staff allocation between Lasker Pool and Revenue Producing Parks.

(2) Carryover from FY24, purchase of twelve foot ADA Restroom trailer for Lee and Jamail Bay Park.

D.E.A. ASSET FORFEITURE FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$334,592**	**$578,113**	**$578,113**	**$578,113**	**$0**
Revenues					
Drug Enforcement Agency	$362,075	$150,000	$30,368	$151,800	$1,800
Interest Earned	24,385	15,000	6,815	$27,200	12,200
Total Revenues	**$386,460**	**$165,000**	**$37,183**	**$179,000**	**$14,000**
Expenditures					
Police Equipment	$62,531	$385,000	$4,815	$385,000	$0
Equipment Repairs	0	5,000	0	5,000	0
Vehicle Rental	28,565	20,000	0	15,000	5,000
Towing Payments	5,935	0	0	0	0
Police Training	18,075	25,000	3,523	25,000	0
Maintenance Contracts	27,833	0	0	0	0
Technology Improvements	0	10,000	0	10,000	0
Capital Reserve	0	224,952	0	0	224,952
Total Expenditures	**$142,939**	**$669,952**	**$8,337**	**$440,000**	**$229,952**
Revenues Over/(Under) Expenditures	**$243,521**	**($504,952)**	**$28,846**	**($261,000)**	**$243,952**
Ending Fund Balance	**$578,113**	**$73,161**	**$606,959**	**$317,113**	**$243,952**

NOTE:

POLICE SPECIAL REVENUE FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$84,703**	**$50,795**	**$50,795**	**$50,795**	**$0**
Revenues					
Galveston County District Attorney	$85,669	$67,200	$19,168	$76,600	$9,400
Texas Department of Public Safety	19,394	8,700	0	18,000	9,300
Towed/Abandoned Vehicles	18,335	0	0	0	0
Interest Earned	4,373	4,500	589	2,350	(2,150)
Sales of Fixed Assets	0	0	0	0	0
Total Revenues	**$127,772**	**$80,400**	**$19,757**	**$96,950**	**$16,550**
Expenditures					
Police Equipment	$61,249	$48,500	$0	$48,500	$0
Police Training/Investigations	8,440	20,000	0	$20,000	0
Fuel and Lubricants	15,358	15,000	2,891	15,000	0
Narcotics' Petty Cash	12,801	20,000	1,875	$17,500	2,500
Maintenance Contracts	58,756	0	0	$0	0
Other Expenditures	5,075	15,000	0	$15,000	0
Capital Reserve	0	20,675	0	0	20,675
Total Expenditures	**$161,680**	**$139,175**	**$4,766**	**$116,000**	**$23,175**
Revenues Over/(Under) Expenditures	**($33,908)**	**($58,775)**	**$14,991**	**($19,050)**	**$39,726**
Ending Fund Balance	**$50,795**	**($7,980)**	**$65,786**	**$31,745**	**$39,726**

NOTE:

POLICE QUARTERMASTER FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$63,007**	**$91,573**	**$91,573**	**$91,573**	**$0**
Revenues					
Operating transfers in	$84,000	$84,000	$84,000 (1)	$84,000	$0
Interest Earned	5,166	4,500	1,726	5,100	600
Total Revenues	**$89,166**	**$88,500**	**$85,726**	**$89,100**	**$600**
Expenditures					
Police Clothing	$60,302	$100,200	$49,291	$94,000	$6,200
Minor Equipment	299	0	0	0	0
Total Expenditures	**$60,601**	**$100,200**	**$49,291**	**$94,000**	**$6,200**
Revenues Over/(Under) Expenditures	**$28,565**	**($11,700)**	**$36,435**	**($4,900)**	**$6,800**
Ending Fund Balance	**$91,573**	**$79,873**	**$128,007**	**$86,673**	**$6,800**

NOTE:

(1) Per the Police Collective Bargaining Contract Article 12A, $500 per officer for the total authorized strength of the department, shall be distributed to this fund beginning October 1st of each fiscal year. This fund can only be used by the police department administration for the purchase of uniforms and equipment for all full time, paid police officers.

ALARM PERMIT FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$110,297**	**$81,504**	**$81,504**	**$81,504**	**$0**
Revenues					
Alarm Permit Fees	$34,100	$36,000	$7,250	$29,000	($7,000)
Interest Earned	4,894	4,500	872	3,487	(1,013)
Total Revenues	**$38,994**	**$40,500**	**$8,122**	**$32,487**	**($8,013)**
Expenditures					
Administrative Staff	$57,048	$57,500	$12,413	$59,722	($2,222)
Supplies and materials	0	500	0	0	500
Contractual services	10,739	15,000	5,979	13,854	1,146
Capital Reserve	0	44,037	0	0	44,037
Total Expenditures	**$67,787**	**$117,037**	**$18,392**	**$73,576**	**$43,461**
Revenues Over/(Under) Expenditures	**($28,793)**	**($76,537)**	**($10,271)**	**($41,090)**	**$35,447**
Ending Fund Balance	**$81,504**	**$4,968**	**$71,234**	**$40,415**	**$35,447**

NOTE:

FIRE SPECIAL REVENUE FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$262,348**	**$363,822**	**$363,822**	**$363,822**	**$0**
Revenues					
Galveston County FFA	$22,500	$22,500	$0	$22,500	$0
LEOSE training funds	1,868	1,800	0	0	(1,800)
Reimbursements	77,446	30,000	29,506	60,200	30,200
Interest Earned	16,171	10,000	4,409	13,200	3,200
Total Revenues	**$117,985**	**$64,300**	**$33,915**	**$95,900**	**$31,600**
Expenditures					
Fire equipment	$15,599	$421,832	$0	$444,650	($22,818)
Fire training	913	0	0	982	(982)
Total Expenditures	**$16,511**	**$421,832**	**$0**	**$445,632**	**($23,800)**
Revenues Over/(Under) Expenditures	**$101,474**	**($357,532)**	**$33,915**	**($349,732)**	**$7,800**
Ending Fund Balance	**$363,822**	**$6,290**	**$397,736**	**$14,090**	**$7,800**

NOTE:

MUNICIPAL COURT BUILDING SECURITY FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$11,499**	**$6,168**	**$6,168**	**$6,168**	**$0**
Revenues					
Fines and Forfeitures	$28,463	$25,000	$7,315	$29,200	$4,200
Interest Earned	469	500	79	300	(200)
Total Revenues	**$28,932**	**$25,500**	**$7,394**	**$29,500**	**$4,000**
Expenditures					
Municipal Court Bailiff	$21,410	$21,410	$5,416	$21,670	($260)
Security service	12,853	12,000	3,557	$13,900	(1,900)
Total Expenditures	**$34,263**	**$33,410**	**$8,973**	**$35,570**	**($2,160)**
Revenues Over/(Under) Expenditures	**($5,331)**	**($7,910)**	**($1,579)**	**($6,070)**	**$1,840**
Ending Fund Balance	**$6,168**	**($1,742)**	**$4,589**	**$98**	**$1,840**

NOTE:

MUNICIPAL COURT TECHNOLOGY FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$56,534**	**$52,850**	**$52,850**	**$52,850**	**$0**
Revenues					
Court Technology fee	$24,243	$24,000	$6,136	$24,500	$500
Interest Earned	2,125	1,500	588	2,300	800
Total Revenues	**$26,368**	**$25,500**	**$6,724**	**$26,800**	**$1,300**
Expenditures					
Maintenance contracts	30,051	30,000	6,060	24,300	5,700
Capital Reserve	0	47,871	0	0	47,871
Total Expenditures	**$30,051**	**$77,871**	**$6,060**	**$24,300**	**$53,571**
Revenues Over/(Under) Expenditures	**($3,684)**	**($52,371)**	**$665**	**$2,500**	**$54,871**
Ending Fund Balance	**$52,850**	**$479**	**$53,515**	**$55,350**	**$54,871**

NOTE:

MUNICIPAL COURT LOCAL TRUANCY AND DIVERSION FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$224,216**	**$245,153**	**$245,153**	**$245,153**	**$0**
Revenues					
Juvenile Case Manager fee	$28,815	$28,000	$7,457	$29,800	$1,800
Interest Earned	11,894	8,500	2,857	11,400	2,900
Total Revenues	**$40,709**	**$36,500**	**$10,313**	**$41,200**	**$4,700**
Expenditures					
Salary Reimbursements	19,772	20,000	4,358	17,500	2,500
Travel and Training	0	1,000	0	1,000	0
Capital Reserve	0	257,003	0	0	257,003
Total Expenditures	**$19,772**	**$278,003**	**$4,358**	**$18,500**	**$259,503**
Revenues Over/(Under) Expenditures	**$20,937**	**($241,503)**	**$5,956**	**$22,700**	**$264,203**
Ending Fund Balance	**$245,153**	**$3,650**	**$251,109**	**$267,853**	**$264,203**

NOTE:

SETTLEMENT AND CAPITAL RESERVE FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year				
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate		FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$628,911**	**$809,937**	**$809,937**	**$809,937**		**$0**
Revenues						
Other Revenue	$168,475	$0	$0	$0		$0
Total Revenues	**$168,475**	**$0**	**$0**	**$0**		**$0**
Expenditures						
Litigation expenses	$12,540	$210,000	$8,236	$133,000	(1)	$77,000
City Hall Improvements	(25,091)	0	0	0		0
Capital Reserve	0	377,386	0	0		377,386
Total Expenditures	**($12,552)**	**$587,386**	**$8,236**	**$133,000**		**$454,386**
Revenues Over/(Under) Expenditures	**$181,027**	**($587,386)**	**($8,236)**	**($133,000)**		**$454,386**
Ending Fund Balance	**$809,937**	**$222,551**	**$801,701**	**$676,937**		**$454,386**

NOTE:

(1) Available for cost of litigation for FY2025.

TECHNOLOGY IMPROVEMENT FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year				
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate		FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$3,611,306**	**$5,234,561**	**$5,234,561**	**$5,234,561**		**$0**
Revenues						
General Fund	$0	$300,000	$0	300,000		$0
Infrastructure Fund	3,000,000	500,000	0	500,000		0
Technology Fund	500,000	0	0	150,000	(1)	150,000
Interest Earned	293,282	250,000	52,440	209,700		(40,300)
Total Revenues	**$3,793,282**	**$1,050,000**	**$52,440**	**$1,159,700**		**$109,700**
Expenditures						
Technology Projects:						
Accela Software Upgrade	0	500,000	0	500,000		0
Enterprise Resource Planning	15,075	0	0	0		0
Security System Upgrade (Security cameras City-wide)	0	800,000	0	800,000		0
Finance/HR System/Implementation	1,937,404	2,800,990	536,953	2,537,868		263,122
CAD/RMS System Replacement	0	900,000	0	900,000		0
Telephone System Upgrade	0	400,000	0	400,000		0
Faster Upgrade (Cloud SaaS)	0	125,000	0	125,000		
Wi-Fi Replacement Project	0	110,000	0	110,000		0
Agenda Center Upgrade	0	50,000	17,016	50,000		0
Back Up and Recovery Expansion	61,014	0	0	0		0
Switch Replacement Projects (10 Years)	156,534	200,000	1,330	150,000		50,000
Total Expenditures	**$2,170,027**	**$5,885,990**	**$555,300**	**$5,572,868**		**$313,122**
Revenues Over/(Under) Expenditures	**$1,623,255**	**($4,835,990)**	**($502,860)**	**($4,413,168)**		**$422,822**
Ending Fund Balance (1)	**$5,234,561**	**$398,571**	**$4,731,702**	**$821,393**		**$422,822**

NOTE:

(1) Software systems in several city departments began upgrades and replacement in FY 2025 (Police - RMS, Finance and Human Resources - Workday ERP); Other city departments are preparing for upgrades in the coming years (Municipal Court, Development Services). This transfer provides funding for the software improvements.

ISLAND TRANSIT
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$134,368**	**$1,042,588**	**$1,042,588**	**$1,042,588**	**$0**
Revenues					
FTA-Operating Grant	$1,163,858	$1,791,800	$191,434	$1,791,800	$0
FTA - ARP Act Funding	375,122	0	0	0	0
FTA - E & D Grant	200,747	165,000	4,362	165,000	0
State DOT Grants	650,222	459,000	141,583	459,000	0
Fare Box Revenue	149,071	120,000	30,975	135,000	15,000
UTMB Shuttles	20,063	10,000	0	10,000	0
Parking Garage Revenue	31,783	31,000	8,077	31,000	0
Other Revenue	155,224	105,000	(86,475)	105,000	0
Sale of Equipment	0	5,000	0	0	(5,000)
General Fund	975,000	825,000	0	400,000 (1)	(425,000)
HOT Transfer In	1,292,418	1,277,180	265,971	1,391,483 (2)	114,303
Total Revenues	**$5,013,508**	**$4,788,980**	**$555,927**	**$4,488,283**	**($300,697)**
Expenditures					
Administration	$218,783	$222,900	$57,510	$215,769	$7,131
Transit System	1,869,059	2,226,211	393,450	2,374,861	(148,650)
FTA Maintenance	689,765	1,261,070	125,308	1,027,603	233,467
Seawall Transportation Route	629,200	613,570	128,869	707,743 (2)	(94,173)
Rail Trolley System	696,456	693,610	145,125	691,763 (2)	1,847
Total Expenditures	**$4,103,264**	**$5,017,361**	**$850,261**	**$5,017,739**	**($378)**
Revenues Over/(Under) Expenditures	**$910,245**	**($228,381)**	**($294,334)**	**($529,456)**	**($301,075)**
Prior Year Adjustment	**($2,024)** (3)	**$0**	**$0**	**$0**	**$0**
Ending Fund Balance	**$1,042,588**	**$814,207**	**$748,254**	**$513,132**	**($301,075)**

NOTE:

(1) Projected need based on current funding from other sources, staff will monitor and make adjustments as needed.

(2) Overages in the Seawall Transportation Route and Trolley Operations reflect actual cost estimated for the year that will reimbursed using Convention Center Surplus Funds net of Farebox revenue collected on the Seawall and Trolley routes.

(3) Island Transit Inventory Adjustment.

HURRICANE HARVEY
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$24,194**	**$24,194**	**$24,194**	**$24,194**	**$0**
Revenues					
Transfer In (Operating Cash 90%)					
General Fund	$10,441	$0	$0	$0	$0
Transfer In (Local Match 10%)					
General Fund	0	0	0	0	0
Total Revenues	**$10,441**	**$0**	**$0**	**$0 (1)**	**$0**
Expenditures					
Historic Buildings (City Hall)	10,441	0	0	0	0
Total Expenditures	**$10,441**	**$0**	**$0**	**$0 (2)**	**$0**
Revenues Over/(Under) Expenditures	**$0**	**$0**	**$0**	**$0**	**$0**
Ending Fund Balance	**$24,194**	**$24,194**	**$24,194**	**$24,194**	**$0**

NOTE:

(1) A Major Disaster Declaration for the State of Texas (FEMA-4332-DR) was issued August 25, 2017 for Hurricane Harvey. This resulted in the City receiving a federally reimbursable grant for hurricane response. In FY2020, 90% of the cost of ten projects were reimbursed by FEMA. TDEM provided some funds along with the City's for the required 10% local cash match. In addition, excess insurance proceeds received in a prior years were deferred and excess contributions for projects completed in previous year's were returned to the operating funds.

(2) Currently, the work toward repairs is underway at the various departments. Estimated completion dates are unknown at this time.

HOTEL OCCUPANCY TAX FUNDS SUMMARY (1)
Summary Schedule of Balances, Revenue and Expenditures
Fiscal Year 2024 - September Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$26,875,365**	**$27,760,296**	**$27,760,296**	**$27,760,296**	**$0**
Revenues					
Local Hotel Occupancy Tax	$27,765,670	$29,700,000	$3,894,095	$29,700,000 (2)	$0
State Hotel Occupancy Tax	5,888,446	6,600,000	367,819	6,600,000 (2)	0
Interest Income	1,324,812	854,350	298,723	1,045,100 (3)	190,750
Subtotal	**$34,978,928**	**$37,154,350**	**$4,560,637**	**$37,345,100**	**$190,750**
Total Revenues	**$34,978,928**	**$37,154,350**	**$4,560,637**	**$37,345,100**	**$190,750**
Expenditures					
Reimburse Park Board Operating Expenses	$18,233,294	$19,800,000	$4,702,500	$19,800,000 (4)	$0
City of Galveston HOT Expenditures (Beach Patrol)	400,783	0	67,239	586,810 (5)	(586,810)
City of Galveston HOT Expenditures (Arts/Historic)	24,236	3,739,239	44,604	277,447	3,461,792
Cultural Arts Payments	2,111,046	2,274,040	163,695	2,274,040	0
Convention Center Operations	2,160,206	1,550,000	153,416	1,550,000 (6)	0
HOT Bonds Debt Service	1,942,588	1,963,590	0	1,963,590	0
Subtotal Expenditures	**$24,872,153**	**$29,326,869**	**$5,131,454**	**$26,451,888**	**$2,874,981**
Surplus Payments to Convention Center Operator	$4,710,922	$5,114,210	$0	$5,114,210	$0
Surplus Payments to the City	4,510,922	5,014,200	0	5,014,200	$0
Subtotal Surplus Payments	**$9,221,844**	**$10,128,410**	**$0**	**$10,128,410**	**0**
Total Expenditures and Surplus Payments	**$34,093,997**	**$39,455,279**	**$5,131,454**	**$36,580,298**	**$2,874,981**
Revenues Over/(Under) Expenditures	**$884,931**	**($2,300,929)**	**($570,818)**	**$764,802**	**$3,065,731**
Ending Fund Balance	**$27,760,296**	**$25,459,367**	**$27,189,478**	**$28,525,098**	**$3,065,731**

NOTES:

(1) Included in the totals are separate special funds for Beach Maintenance, Beach Patrol, Beach Renourishment, Advertising/Tourism (CVB), HOT Debt Service, Convention Center Operations, Arts (Cultural Events) and Arts (Historic Preservation). Convention Center Surplus Fund is not included.

(2) In FY 2025, the HOT Revenue estimates are based on a base amount of $3.3 million per penny, be it local or state.

(3) All HOT proceeds are deposited in a HOT-dedicated bank account and invested in a HOT pooled investment account through the City's investment program. The process of depositing, investing, and accounting for interest income is governed by a Council policy under the authority of the state Public Funds Investment Act. Actual rates continue to be over 4 percent currently.

(4) FY 2025 Estimates for "Reimbursement of Park Board HOT Operating Expenses" is the amount agreed to with the Park Board adopted FY 2025 Annual Budget and the approved contract with the City.

(5) City HOT funds used for project components of the demolition and engineering related to the Stewart Beach Pavilion. A budget amendment will be presented to City Council for approval in the near future.

(6) The Convention Center development agreement authorizes use of HOT funds for renewal and replacement of major Convention Center facilities and fixtures.

Local and State Hotel Occupancy Tax revenue is allocated in the following special revenue funds as shown in the table below

City Fund Number	Purpose/City Fund Name	HOT Local Allocation (Nine Pennies)	State HOT Allocation (Two Pennies)
1082	**Beach Cleaning/Maintenance**	**0.500**	
1085	State HOT Beach Cleaning/Maint		0.760
	Subtotal Beach Cleaning/Maint	0.500	0.760
1083	**Beach Patrol**	**0.500**	
1086	State HOT - Beach Patrol		0.670
	Subtotal Beach Patrol	0.500	0.670
1087	State HOT - Beach Renourishment		0.570
1081	**Advertising/Tourism (CVB)**	**3.000**	
1084	**Arts (Cultural Events)**	**0.750**	
1080	**Convention Center Operations**	**0.125**	
2015	**Debt Service (Local HOT)**	**2.000**	
2015	**Venue HOT (Brimer Bill) - Debt Service**	**2.000**	
		8.875	2.000
1093	**Arts (Historical Preservation)**	**0.125**	
ALL	Local Tax	9.000	
	State Tax		2.000
	Total Tax	9.000	2.000

BEACH CLEANING/MAINTENANCE
Summary Schedule of Revenues and Expenditures
Fiscal Year 2024 - September Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$3,093,523**	**$3,196,491**	**$3,196,491**	**$3,196,491**	**$0**
Revenues					
Local Hotel Occupancy Tax	$1,504,257	$1,650,000	$121,371	$1,650,000	$0
State Hotel Occupancy Tax	2,237,610	2,508,000	139,771	2,508,000	0
Interest Income	119,875	80,430	25,460	89,100 (1)	8,670
Subtotal	**$3,861,742**	**$4,238,430**	**$286,603**	**$4,247,100 (2)**	**$8,670**
Total Revenues	**$3,861,742**	**$4,238,430**	**$286,603**	**$4,247,100**	**$8,670**
Expenditures					
Reimburse Park Board Operating Expenses	$3,758,774	$4,158,000	$987,525	$4,158,000 (3)	$0
Total Expenditures	**$3,758,774**	**$4,158,000**	**$987,525**	**$4,158,000**	**$0**
Revenues Over/(Under) Expenditures	**$102,968**	**$80,430**	**($700,922)**	**$89,100**	**$8,670**
Ending Fund Balance	**$3,196,491**	**$3,276,921**	**$2,495,569**	**$3,285,591**	**$8,670**

NOTE:
(1) Actual Interest income based on fund balance. Estimated Interest for FY 2025, subject to changes in Fed rate.
(2) Revenue includes Local HOT ($.005) and State HOT ($.0076), and interest income on City cash balance only.
(3) Projected expenditures determined by City's contract with the Park Board and the approved FY 2025 Park Board Budget

BEACH PATROL
Summary Schedule of Revenues and Expenditures
Fiscal Year 2024 - September Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$3,345,320**	**$3,066,074**	**$3,066,074**	**$3,066,074**	**$0**
Revenues					
Local Hotel Occupancy Tax	$1,504,257	$1,650,000	$121,371	$1,650,000	$0
State Hotel Occupancy Tax	1,972,630	2,211,000	123,219	2,211,000	0
Interest	134,942	86,980	24,624	86,100 (1)	(880)
Subtotal	**$3,611,829**	**$3,947,980**	**$269,215**	**$3,947,100 (2)**	**($880)**
Total Revenues	**$3,611,829**	**$3,947,980**	**$269,215**	**$3,947,100**	**($880)**
Expenditures					
Reimburse Park Board Operating Expenses	$3,490,292	$3,861,000	$916,988	$3,861,000 (3)	$0
Stewart Beach Master Plan	400,783	0	67,239	586,810 (4)	(586,810)
Total Expenditures	**$3,891,075**	**$3,861,000**	**$984,227**	**$4,447,810**	**($586,810)**
Revenues Over/(Under) Expenditures	**($279,246)**	**$86,980**	**($715,013)**	**($500,710)**	**($587,690)**
Ending Fund Balance	**$3,066,074**	**$3,153,054**	**$2,351,061**	**$2,565,364**	**($587,690)**

NOTE:
(1) Actual Interest income based on fund balance. Estimated Interest for FY 2025, subject to changes in Fed rate.
(2) Revenue includes Local HOT ($.005) and State HOT ($.0067), and interest income on City cash balance only.
(3) Projected expenditures determined by City's contract with the Park Board and the approved FY 2025 Park Board Budget
(4) City Council action on December 14, 2023 - will be included in FY 2025 Budget Amendment.

BEACH RENOURISHMENT
Summary Schedule of Revenues and Expenditures
Fiscal Year 2024 - September Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$2,847,987**	**$2,961,117**	**$2,961,117**	**$2,961,117**	**$0**
Revenues					
State Hotel Occupancy Tax	$1,678,207	$1,881,000	$104,828	$1,881,000	$0
Interest	135,319	74,050	30,447	106,500 (1)	32,450
Subtotal	**$1,813,526**	**$1,955,050**	**$135,276**	**$1,987,500 (2)**	**$32,450**
Total Revenues	**$1,813,526**	**$1,955,050**	**$135,276**	**$1,987,500**	**$32,450**
Expenditures					
Reimburse Park Board Operating Expenses	$1,700,396	$1,881,000	$446,737	$1,881,000 (3)	$0
Total Expenditures	**$1,700,396**	**$1,881,000**	**$446,737**	**$1,881,000**	**$0**
Revenues Over/(Under) Expenditures	**$113,130**	**$74,050**	**($311,461)**	**$106,500**	**$32,450**
Ending Fund Balance	**$2,961,117**	**$3,035,167**	**$2,649,656**	**$3,067,617**	**$32,450**

NOTE:
(1) Actual Interest income based on fund balance. Estimated Interest for FY 2025, subject to changes in Fed rate.
(2) Revenue includes State HOT ($.0057), and interest income on City cash balance only.
(3) Projected expenditures determined by City's contract with the Park Board and the approved FY 2025 Park Board Budget

ADVERTISING/TOURISM (CVB)
Summary Schedule of Revenues and Expenditures
Fiscal Year 2024 - September Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$8,737,810**	**$8,855,050**	**$8,855,050**	**$8,855,050**	**$0**
Revenues					
Local Hotel Occupancy Tax	$9,024,731	$9,900,000	$728,161	$9,900,000	$0
Interest Income	376,340	227,180	81,590	285,500 (1)	58,320
Subtotal	**$9,401,072**	**$10,127,180**	**$809,751**	**$10,185,500 (2)**	**$58,320**
Total Revenues	**$9,401,072**	**$10,127,180**	**$809,751**	**$10,185,500**	**$58,320**
Expenditures					
Reimburse Park Board Operating Expenses	$8,949,462	$9,900,000	$2,351,250	$9,900,000 (3)	$0
Capital Contributions from City	334,370	0	0	0	0
Total Expenditures	**$9,283,832**	**$9,900,000**	**$2,351,250**	**$9,900,000**	**$0**
Revenues Over/(Under) Expenditures	**$117,240**	**$227,180**	**($1,541,499)**	**$285,500**	**$58,320**
Ending Fund Balance	**$8,855,050**	**$9,082,230**	**$7,313,551**	**$9,140,550**	**$58,320**

NOTE:
(1) Actual Interest income based on fund balance. Estimated Interest for FY 2025, subject to changes in Fed rate.
(2) Revenue includes Local HOT and interest income on City cash balance only.
(3) Projected expenditures determined by City's contract with the Park Board and the approved FY 2025 Park Board Budget

ARTS (CULTURAL EVENTS)
Summary Schedule of Revenues and Expenditures
Fiscal Year 2024 - September Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$2,542,231**	**$2,806,598**	**$2,806,598**	**$2,806,598**	**$0**
Revenues					
Local Hotel Occupancy Tax	$2,256,115	$2,475,000	$182,035	$2,475,000	$0
Interest	119,298	40,000	34,976	122,400 (1)	82,400
Subtotal	**$2,375,413**	**$2,515,000**	**$217,011**	**$2,597,400**	**$82,400**
Total Revenues	**$2,375,413**	**$2,515,000**	**$217,011**	**$2,597,400 (2)**	**$82,400**
Expenditures					
Preservation Contracts	$1,823,750	$1,823,750	$120,142	$1,823,750	$0
Cultural Arts Contracts	129,755	345,950	20,000	345,950	0
Salary Reimbursements	107,541	104,340	23,553	104,340	0
City Council Fund Balance Allocations	50,000	0	0	0	0
Total Expenditures	**$2,111,046**	**$2,274,040**	**$163,695**	**$2,274,040**	**$0**
Revenues Over/(Under) Expenditures	**$264,367**	**$240,960**	**$53,316**	**$323,360**	**$82,400**
Ending Fund Balance	**$2,806,598**	**$3,047,558**	**$2,859,914**	**$3,129,958**	**$82,400**

NOTE:
(1) Actual Interest income based on fund balance. Estimated Interest for FY 2025, subject to changes in Fed rate.
(2) Revenue includes Local HOT ($0.75) and interest income on City cash balance only.

ARTS (HISTORIC PRESERVATION)
Summary Schedule of Revenues and Expenditures
Fiscal Year 2024 - September Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$2,734,699**	**$3,249,441**	**$3,249,441**	**$3,249,441**	**$0**
Revenues					
Local Hotel Occupancy Tax	$376,064	$412,500	$30,343	$412,500	$0
Interest Income	162,913	87,510	40,767	142,600 (1)	55,090
Total Revenues	**$538,978**	**$500,010**	**$71,110**	**$555,100 (2)**	**$55,090**
Expenditures					
Garden Verein	0	50,000	0	50,000	0
City Cemeteries	0	166,332	23,791	190,084	(23,752)
Preservation Contracts	$0	$0	$0	$945	(945)
Minor Equipment	17,361	8,668	0	8,668 (3)	0
Historic Preservation Grant	6,875	0	20,813	27,750 (4)	(27,750)
Capital Reserve	0	3,514,239	0	0 (5)	3,514,239
Total Expenditures	**$24,236**	**$3,739,239**	**$44,604**	**$277,447**	**$3,461,792**
Revenues Over/(Under) Expenditures	**$514,741**	**($3,239,229)**	**$26,506**	**$277,653**	**$3,516,882**
Ending Fund Balance	**$3,249,441**	**$10,212**	**$3,275,946**	**$3,527,093**	**$3,516,882**

NOTE:
(1) Actual Interest income based on fund balance. Estimated Interest for FY 2025, subject to changes in Fed rate.
(2) Revenue includes Local HOT ($0.0125) and interest income on City cash balance only.
(3) Replace lights on the Texas Heroes Monument.
(4) Facility assessment of Garten Verein carried over from FY24.
(5) This portion includes funding for the maintenance, repair and preservation of city owned historic property

DEBT SERVICE (LOCAL HOT)
Summary Schedule of Revenues and Expenditures
Fiscal Year 2024 - September Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$2,873,795**	**$2,925,525**	**$2,925,525**	**$2,925,525**	**$0**
Revenues					
Local Hotel Occupancy Tax	13,100,245	$13,612,500	$2,710,813	$13,612,500 (1)	$0
Local Hotel Occupancy Tax Credited to Convention Center Ops/Capital	(2,125,806)	(1,712,500)	(140,105)	(1,712,500) (2)	0
Interest Income	241,723	240,000	52,958	185,300 (3)	(54,700)
Total Revenues	**11,216,161**	**$12,140,000**	**$2,623,666**	**$12,085,300**	**($54,700)**
Expenditures					
Other Contracts	$9,221,844	$10,128,410	$0	$10,128,410 (2)	$0
Interest Expenditures	592,588	538,590	0	538,590	0
Principal Expenditures	1,350,000	1,425,000	0	1,425,000	0
Total Expenditures	**11,164,432**	**12,092,000**	**0**	**12,092,000**	**0**
Revenues Over/(Under) Expenditures	**51,730**	**$48,000**	**$2,623,666**	**($6,700)**	**($54,700)**
Ending Fund Balance	**2,925,525**	**$2,973,525**	**$5,549,191**	**$2,918,825**	**($54,700)**
Surplus to Allocate	**$9,221,844**	**$10,128,410**	**$0**	**$10,128,410 (4)**	
City	**$4,510,922**	**$5,014,200**	**$0**	**$5,014,200**	
Landry's	**$4,710,922**	**$5,114,210**	**$0**	**$5,114,210**	
Landry's Liquidity	**$0**	**$0**	**$0**	**$0**	

NOTE:
(1) Four cents ($0.04) of Local HOT is dedicated to retire the Convention Center bonds, subsidize the operations of the Convention Center such that the operator (Landry's) is made whole and does not lose any money.
(2) The Convention Center is operated by Landry's Corporation. Landry's is guaranteed to operate without any losses, all of which are reimbursed through this fund. Ongoing capita renewal and improvements are also funded through this account.
(3) Actual Interest income based on fund balance. Estimated Interest for FY 2025, subject to changes in Fed rate.
(4) Surplus allocations to the Convention Center Operator and the City are calculated after the needs described above are met.

CONVENTION CENTER OPERATIONS
Summary Schedule of Revenues and Expenditures
Fiscal Year 2024 - September Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$699,999**	**$700,000**	**$700,000**	**$700,000**	**$0**
Revenues					
Local HOT (Credit from HOT Debt Serv Fund)	$2,167,611	$1,712,500	$252,704	$1,712,500	$0
Interest	34,401	18,200	7,900	27,600 (1)	9,400
Total Revenues	**$2,202,012**	**$1,730,700**	**$260,604**	**$1,740,100**	**$9,400**
Expenditures					
Convention Center Operations	$2,151,473	$900,000	$266,015	$900,000	$0
CC Operator and Developer Fees	0	400,000	0	400,000	0
Convention Center Capital Outlay	50,538	250,000	0	250,000	0
Total Expenditures	**$2,202,011**	**$1,550,000**	**$266,015**	**$1,550,000**	**$0**
Revenues Over/(Under) Expenditures	**$1**	**$180,700**	**(5,411)**	**190,100**	**$9,400**
Ending Fund Balance	**$700,000**	**$880,700**	**$694,590**	**$890,100**	**$9,400**

NOTE:
(1) Actual Interest income based on fund balance. Estimated Interest for FY 2025, subject to changes in Fed rate.

DEBT SERVICE FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**1,667,420**	**$1,931,733**	**$1,931,733**	**$1,931,733**	**$0**
Revenues					
Property taxes - current	$4,767,287	$4,900,500	$1,981,651	$4,900,500	$0
Property taxes - delinquent	37,170	40,000	12,464	40,000	0
Interest earnings	139,165	117,970	29,240	116,900	(1,070)
Infrastructure/Debt - transfer in	0	0	0	0	0
Total Revenues	**$4,943,622**	**$5,058,470**	**$2,023,356**	**$5,057,400**	**($1,070)**
Expenditures					
Principal retirement					$0
Tax Supported	$2,512,600	$2,623,900	$1,024,214	$2,623,900	$0
Subtotal	**2,512,600**	**2,623,900**	**1,024,214**	**2,623,900**	**0**
Interest payment					
Tax Supported	2,164,608	2,048,428	2,164,608	2,048,428	0
Subtotal	**2,164,608**	**2,048,428**	**2,164,608**	**2,048,428**	**0**
Fiscal agent fees	2,100	2,750	825	2,750	0
Total Expenditures	**$4,679,308**	**$4,675,078**	**$3,189,647**	**$4,675,078**	**$0**
Revenues Over/(Under) Expenditures	**$264,314**	**$383,392**	**($1,166,291)**	**$382,322**	**($1,070)**
Ending Fund Balance	**$1,931,733**	**$2,315,125**	**$765,442**	**$2,314,055**	**($1,070)**

ENTERPRISE FUNDS
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

		FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate
Beginning Fund Balance					
Combined Utility System Fund		$19,190,179	$14,566,024	$14,566,024	$14,566,024
Sanitation Fund		1,888,977	1,492,128	1,492,128	1,492,128
Drainage Utility Fund		1,476,606	1,084,189	1,084,189	1,084,189
Scholes Airport Fund		1,519,711	1,456,436	1,456,436	1,456,436
Total	**(1)**	**$24,075,473**	**$18,598,776**	**$18,598,776**	**$18,598,776**
Revenues					
Combined Utility System Fund		$43,472,702	$48,383,600	$11,239,596	$48,469,198
Sanitation Fund		8,743,322	10,827,340	2,759,772	11,058,722
Drainage Utility Fund		3,354,867	3,665,000	873,717	3,493,234
Scholes Airport Fund		1,490,985	1,499,664	393,724	1,604,418
Total		**$57,061,875**	**$64,375,604**	**$15,266,808**	**$64,625,573**
Expenditures					
Combined Utility System Fund		$47,576,857	$46,844,190	$11,482,189	$46,279,741
Sanitation Fund		9,140,171	10,311,230	2,004,097	10,215,027
Drainage Utility Fund		3,519,222	3,583,860	706,586	3,533,999
Scholes Airport Fund		1,274,051	1,351,370	278,239	1,356,593
Total		**$61,510,301**	**$62,090,650**	**$14,471,112**	**$61,385,360**
Fund Balance Adjustments/Appropriation of Fund Balance					
Combined Utility System Fund		($520,000)	($600,000)	$0	($600,000)
Sanitation Fund		0	0	0	0
Drainage Utility Fund		(228,063)	(135,000)	(19,080)	(123,899)
Scholes Airport Fund		(280,209)	(55,000)	(84,759)	(84,759)
Total		**($1,028,271)**	**($790,000)**	**($103,839)**	**($808,658)**
Ending Fund Balances					
Combined Utility System Fund		$14,566,024	$15,505,434	$14,323,430	$16,155,481
Sanitation Fund		1,492,128	2,008,238	2,247,802	2,335,823
Drainage Utility Fund		1,084,189	1,030,329	1,232,239	919,525
Scholes Airport Fund		1,456,436	1,549,730	1,487,162	1,619,502
Total		**$18,598,776**	**$20,093,730**	**$19,290,634**	**$21,030,330**

NOTE:

(1) Beginning Fund Balance for FY 2024 is based on the adjustments below to put the calculations used in the Annual Comprehensive Financial Report that are full accrual on a modified accrual basis for budget adoption and reporting purposes.

COMBINED UTILITY SYSTEM FUND SUMMARY
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$ 19,190,179**	**$14,566,024**	**$14,566,024**	**$14,566,024**	**$0**
Revenues					
Metered Customers	$39,428,849	$45,397,000	$10,844,247	$46,524,700	$1,127,700
Service Connections	1,239,787	1,869,000	121,494	934,813	(934,187)
Waste Hauler Fees	99,380	80,000	11,905	97,620	17,620
Interest Earned	567,870	460,000	90,307	321,074	(138,926)
Penalties on Account	498,523	475,000	137,978	491,913	16,913
Other Revenues	1,638,292	102,600	33,665	99,078	(3,522)
Total Revenues	**$43,472,702**	**$48,383,600**	**$11,239,596**	**$48,469,198**	**$85,598**
Expenditures					
Management Services	$1,600,241	$1,787,920	$369,170	$1,762,188	$25,732
Utility Billing	1,413,044	1,556,320	322,305	1,582,637	(26,317)
Supply	2,802,867	2,830,520	576,558	2,777,979	52,541
Distribution	4,481,253	4,531,220	927,192	4,548,284	(17,064)
Industrial Pretreatment	354,143	433,290	69,943	413,623	19,667
Wastewater Collection	6,116,786	6,429,990	1,787,265	6,384,376	45,614
Wastewater Treatment Plan	6,654,415	6,033,040	1,281,961	6,030,160	2,880
Cost of Water	8,016,276	8,356,000	2,142,109	8,355,936	64
Debt Service	10,659,402	10,574,370	3,049,888	10,574,370	0
Other Expenses	5,478,433	4,311,520	955,798	3,850,189	461,331
Total Expenditures	**$47,576,857**	**$46,844,190**	**$11,482,189**	**$46,279,741**	**$564,449**
Revenues Over/(Under) Expenditures	**($4,104,156)**	**$1,539,410**	**($242,593)**	**$2,189,457**	**$650,047**
Transfer to Improvement Account	**$520,000**	**$600,000**	**$0**	**$600,000**	**$0**
Ending Fund Balance (127 days)	**$14,566,024**	**$15,505,434**	**$14,323,430**	**$16,155,481**	**$650,047**
90 Day Reserve	**$11,731,280**	**$11,550,622**	**$2,831,225**	**$11,411,443**	
120 Day Reserve	**$15,641,707**	**$15,400,830**	**$3,774,966**	**$15,215,257**	

WATERWORKS FUND (PART OF COMBINED UTILITY SYSTEM FUND)
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

		Prior Year	Current Fiscal Year				
		FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate		FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1)	$ 11,649,683	$9,039,847	$9,039,847	$9,039,847		$0
Revenues							
Metered Customers		$23,216,076	$24,737,000	$6,266,207	$25,915,300	(2)	$1,178,300
Service Connections		773,068	1,279,000	72,656	540,625	(3)	(738,375)
Interest Earned		362,207	280,000	54,958	197,352	(4)	(82,648)
Penalties on Account		288,057	275,000	80,103	285,410		10,410
Other Revenues		89,378	98,600	22,635	86,049		(12,551)
Total Revenues		**$24,728,786**	**$26,669,600**	**$6,496,559**	**$27,024,737**		**$355,137**
Expenditures							
Management Services		$803,522	$893,960	$185,454	$882,380		$11,580
Utility Billing		710,477	778,160	161,343	792,256		(14,096)
Supply		2,802,867	2,830,520	576,558	2,777,979	(5)	52,541
Distribution		4,481,253	4,531,220	927,192	4,548,284	(6)	(17,064)
Cost of Water		8,016,276	8,356,000	2,142,109	8,355,936		64
Debt Service		6,507,989	6,435,210	1,906,019	6,435,210	(7)	0
Non-Departmental		3,646,240	2,133,050	488,738	1,966,952	(8)	166,098
Total Expenditures		**$26,968,623**	**$25,958,120**	**$6,387,413**	**$25,758,996**		**$199,124**
Revenues Over/(Under) Expenditures		**($2,239,836)**	**$711,480**	**$109,145**	**$1,265,740**		**$554,260**
Transfer to Improvement Account		**$370,000**	**$300,000**	**$0**	**$300,000**		**$0**
Ending Fund Balance (142 days)		**$ 9,039,847**	**$ 9,451,327**	**$ 9,148,992**	**$ 10,005,587**		**$ 554,260**
90 Day Reserve		**$6,649,797**	**$6,400,632**	**$1,574,979**	**$6,351,533**		**($49,099)**
120 Day Reserve		**$8,866,397**	**$8,534,176**	**$2,099,972**	**$8,468,711**		**($65,465)**

NOTES:

(1) Beginning Fund Balance for FY 2024 is based on the adjustments below to put the calculations used in the Annual Comprehensive Financial Report that are full accrual on a modified accrual basis for budget adoption and reporting purposes.

(2) Revenues stated include accruals recorded at year-end in accordance with Generally Accepted Accounting Principles (GAAP). Total will vary in monthly billed revenue schedule that is in the Appendix.

(3) Decrease in new service connections impacted by various factors including reductions in new construction, Hurricane Beryl, and ongoing capacity dedicated to the AMI meter change-out project.

(4) Estimated Interest for FY 2025, subject to changes in Fed rate.

(5) The underruns in the Supply due to various projected line-item underruns including Electricity ($38,000), Other Services ($26,600), and Software Licenses ($29,703).

(6) The projected overages in Supply includes Vehicle Capital Outlay carryover ($104,319) from FY2024 for two municipal service trucks and will be addressed with the 1st Quarter Budget Amendment. This overage is offset by approximately $92,000 in vacancy lapse.

(7) Estimated 2022 Water and Sewer Bond payments.

(8) Funding set-aside to address Civilian COLA and City Pension Plans.

Descriptions	FY2024
Current Assets	
Cash	$ 2,970,878
Accounts receivable	6,852,752
Due from other agencies	$ 80,643
Due from other funds	$ 112,493
Inventory	$ 231,438
Prepaid	$ 19,414
Current Liabilities	
Accounts payable	$ (101,358)
Due to other governments	$ -
Due to other funds	$ (71,656)
Compensated Absences	$ (220,032)
Reconciling Items	
Miscellaneous adjustment	$ (834,725)
Estimated Unreserved Fund Balance as of 9/30/2024	**$ 9,039,847**

SEWER SYSTEM FUND (PART OF COMBINED UTILITY SYSTEM FUND)

Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

		Prior Year	Current Fiscal Year				
		FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate		FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1)	$ 7,540,496	$5,526,177	$5,526,177	$5,526,177		$0
Revenues							
Metered Customers		$16,212,773	$20,660,000	$4,578,041	$20,609,400	(2)	($50,600)
Service Connections		466,719	590,000	48,838	394,188	(3)	(195,812)
Waster Hauler Fees		99,380	80,000	11,905	97,620		17,620
Interest Earned		205,664	180,000	35,349	123,722	(4)	(56,278)
Penalties on Account		210,466	200,000	57,876	206,502		6,502
Other Revenues		1,548,914	4,000	11,030	13,030		9,030
Total Revenues		**$18,743,915**	**$21,714,000**	**$4,743,037**	**$21,444,461**		**($269,539)**
Expenditures							
Management Services		$796,719	$893,960	$183,716	$879,808	(5)	$14,152
Utility Billing		702,567	778,160	160,962	790,381	(6)	(12,221)
Industrial Pretreatment		354,143	433,290	69,943	413,623	(5)	19,667
Wastewater Collection		6,116,786	6,429,990	1,787,265	6,384,376	(7)	45,614
Wastewater Treatment Plant		6,654,415	6,033,040	1,281,961	6,030,160		2,880
Debt Service		4,151,413	4,139,160	1,143,869	4,139,160	(8)	0
Non-Departmental		1,832,193	2,178,470	467,059	1,883,237	(9)	295,233
Total Expenditures		**$20,608,235**	**$20,886,070**	**$5,094,776**	**$20,520,744**		**$365,326**
Revenues Over/(Under) Expenditures		**($1,864,319)**	**$827,930**	**($351,738)**	**$923,717**		**$95,787**
Transfer to Improvement Account		**$150,000**	**$300,000**	**$0**	**$300,000**		**$0**
Ending Fund Balance (109 Days)		**$ 5,526,177**	**$6,054,107**	**$5,174,439**	**$6,149,894**		**$95,787**
90 Day Reserve		**$5,081,483**	**$5,149,990**	**$1,256,246**	**$5,059,910**		
120 Day Reserve		**$6,775,310**	**$6,866,653**	**$1,674,995**	**$6,746,546**		

NOTES:

(1) Beginning Fund Balance for FY 2024 is based on the adjustments below to put the calculations used in the Annual Comprehensive Financial Report that are full accrual on a modified accrual basis for budget adoption and reporting purposes.

(2) Revenues stated include accruals recorded at year-end in accordance with Generally Accepted Accounting Principles (GAAP). Total will vary in monthly billed revenue schedule that is in the Appendix.

(3) Decrease in new service connections impacted by various factors including reductions in new construction, Hurricane Beryl, and ongoing capacity dedicated to the AMI meter change-out project.

(4) Estimated Interest for FY 2025, subject to changes in Fed rate.

(5) The underruns in the Department represent vacancy lapse during FY2025.

(6) The projected overages in these Departments are related to the approved Civilian COLA and will be addressed during preparation of the 1st Quarter Budget Amendment.

(7) The projected expenses in Wastewater Collection includes Vehicle Capital Outlay carryover ($104,319) from FY2024 for two municipal service trucks and will be addressed with the 1st Quarter Budget Amendment. This overage is offset by approximately $140,000 in vacancy lapse and various line-item underruns.

(8) Estimated 2022 Water and Sewer Bond payments.

(9) Funding set-aside to address Civilian COLA and City Pension Plans.

Descriptions	FY2024
Current Assets	
Cash	$ 2,306,633
Accounts receivable	$ 4,152,560
Due from other agencies	$ 197,897
Due from other funds	$ 24,726
Inventory	$ 231,438
Prepaid	$ 27,469
Current Liabilities	
Accounts payable	$ (493,135)
Due to other funds	$ (2,767)
Compensated Absences	$ (366,486)
Reconciling Items	
Miscellaneous adjustment	$ (552,157)
Estimated Unreserved Fund Balance as of 9/30/2024	**$ 5,526,177**

SANITATION FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

		Prior Year	Current Fiscal Year			
		FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1)	**1,888,977**	**$1,492,128**	**$1,492,128**	**$1,492,128**	**$0**
Revenues						
Collection Fees		$7,585,837	$9,741,000	$2,472,375	$9,889,502 (2)	$148,502
Recycling Fees		763,000	760,000	217,054	868,216	108,216
Dumpster Fees		20,840	24,000	1,155	24,255	255
Penalties on Account		125,249	123,000	35,803	143,210	20,210
Other Revenues		248,396	179,340	33,385	133,539	(45,801)
Total Revenues		**$8,743,322**	**$10,827,340**	**$2,759,772**	**$11,058,722**	**$231,382**
Expenditures						
Refuse Collection		$5,764,642	$6,777,710	$1,481,513	$6,861,877 (3)	($84,167)
Recycling		1,146,822	1,082,970	221,877	1,069,273	13,697
Utility Billing		255,307	286,450	58,068	288,579	(2,129)
Non-Departmental		1,973,399	2,164,100	242,640	1,995,297 (4)	168,803
Total Expenditures		**$9,140,171**	**$10,311,230**	**$2,004,097**	**$10,215,027**	**$96,203**
Revenues Over/(Under) Expenditures		**($396,849)**	**$516,110**	**$755,675**	**$843,695**	**$327,585**
Ending Fund Balance (83 Days)		**$1,492,128**	**$2,008,238**	**$2,247,802**	**$2,335,823**	**$327,585**
90 Day Reserve		**$2,253,741**	**$2,542,495**	**$494,161**	**$2,518,774**	
120 Day Reserve		**$3,004,988**	**$3,389,993**	**$658,881**	**$3,358,365**	

NOTES:

(1) Beginning Fund Balance for FY 2024 is based on the adjustments below to put the calculations used in the Annual Comprehensive Financial Report that are full accrual on a modified accrual basis for budget adoption and reporting purposes.

(2) Revenues stated include accruals recorded at year-end in accordance with Generally Accepted Accounting Principles (GAAP). Total may vary slightly from the prior year.

(3) The projected overages in Refuse Collection are related to the approved Civilian COLA and will be addressed during preparation of the 1st Quarter Budget Amendment.

(4) Funding set-aside to address Civilian COLA and City Pension Plans.

Descriptions	FY2024
Current Assets	
Cash	$ -
Accounts receivable	$ 2,797,382
Due from other agencies	$ 407,090
Prepaid	$ 2,417
Current Liabilities	
Accounts payable	$ (77,357)
Due to other governments	$ (36,554)
Due to other funds	$ (1,278,876)
Compensated Absences	$ (273,267)
Reconciling Items	
Miscellaneous adjustment	$ (48,708)
Estimated Unreserved Fund Balance as of 9/30/2024	**$ 1,492,128**

DRAINAGE UTILITY FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

		Prior Year	Current Fiscal Year				
		FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate		FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1)	**1,476,606**	**$1,084,189**	**$1,084,189**	**$1,084,189**		**$0**
Revenues							
Drainage District Charge		$3,259,729	$3,600,000	$857,537	$3,430,148	(2)	($169,852)
Penalties on Account		45,153	40,000	12,915	51,661		11,661
Interest Earned		32,295	25,000	3,264	11,425	(3)	(13,575)
Other Revenues		17,691	0	0	0		0
Total Revenues		**$3,354,867**	**$3,665,000**	**$873,717**	**$3,493,234**		**($171,766)**
Expenditures							
Municipal Drainage Utility		$3,118,349	$3,155,690	$611,101	$3,114,918	(4)	$40,772
Utility Billing		170,212	195,000	37,192	185,909		9,091
Non-Departmental		230,661	233,170	58,293	233,172		(2)
Total Expenditures		**$3,519,222**	**$3,583,860**	**$706,586**	**$3,533,999**		**$49,861**
Revenues Over/(Under) Expenditures		**($164,355)**	**$81,140**	**$167,131**	**($40,765)**		**($121,905)**
Transfer to Improvement Account/Capital Outlay		**$228,063**	**$135,000**	**$19,080**	**$123,899**		**$11,101**
Ending Fund Balance (95 Days)		**$1,084,189**	**$1,030,329**	**$1,232,239**	**$919,525**		**($110,804)**
90 Day Reserve		**$867,753**	**$883,692**	**$174,227**	**$871,397**		
120 Day Reserve		**$1,157,005**	**$1,178,255**	**$232,302**	**$1,161,863**		

NOTES:

(1) Beginning Fund Balance for FY 2024 is based on the adjustments below to put the calculations used in the Annual Comprehensive Financial Report that are full accrual on a modified accrual basis for budget adoption and reporting purposes.

(2) Drainage fees projected based on first quarter actuals. Various components of the FY 2024 drainage plan were re-launched where prior implementation gaps have been discovered. Due to software and data improvements, rate categories have been re-configured per the original rate design and there charges where anticipated to provide an increase in revenue. This program was implemented in May 2024 and the full annualized fiscal impact has not been confirmed.

(3) Estimated Interest for FY 2025, subject to changes in Fed rate.

(4) The expected underrun in Municipal Drainage is due to vacancy lapse.

Descriptions	FY2024	
Current Assets		
Cash	$	263,961
Accounts receivable	$	894,870
Due from other funds	$	644
Inventory	$	46,845
Prepaid	$	434
Current Liabilities		
Accounts payable	$	(3,747)
Compensated Absences	$	(118,568)
Reconciling Items		
Miscellaneous adjustment	$	(251)
Estimated Unreserved Fund Balance as of 9/30/2024	**$**	**1,084,189**

SCHOLES AIRPORT FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

		Prior Year	Current Fiscal Year			
		FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1)	**1,519,711**	**$1,456,436**	**$1,456,436**	**$1,456,436**	**$0**
Revenues						
Building Leases		$47,561	$45,921	$8,711	$42,817	($3,104)
Hangar Leases		130,875	107,791	37,133	148,533	40,742
Terminal Leases		76,936	78,091	19,568	78,271	180
Land Leases		741,740	764,539	215,110	810,441	45,902
Municipal Utilities Land Leases		90,852	93,123	23,281	93,123	0
Golf Course Land Lease		105,651	108,328	26,638	108,550	222
General Fund Land Leases		73,024	74,850	18,712	74,850	(0)
Fuel Flowage Fees		48,711	48,800	14,917	55,169	6,369
Interest Earned		81,110	60,000	17,143	68,573	8,573
TXDOT Grant		55,109	100,000	0	100,000	0
Other Revenue		23,213	18,221	12,510	24,090	5,869
Other Funding Sources		16,204	0	0	0	0
Total Revenues		**$1,490,985**	**$1,499,664**	**$393,724**	**$1,604,418**	(2) **$104,754**
Expenditures						
Airport Operations		$1,253,055	$1,330,390	$273,701	$1,336,776	($6,386)
Non-Departmental		20,996	20,980	4,539	19,817	1,163
Total Expenditures		**$1,274,051**	**$1,351,370**	**$278,239**	**$1,356,593**	**($5,223)**
Revenues Over/(Under) Expenditures		**$216,934**	**$148,294**	**$115,485**	**$247,825**	**$99,531**
Transfer to Improvement Account/Capital Outlay		**$280,209**	**$55,000**	**$84,759**	**$84,759**	**($29,759)**
Ending Fund Balance (436 Days)		**$1,456,436**	**$1,549,730**	**$1,487,162**	**$1,619,502**	**$69,772**
90 Day Reserve		**$314,150**	**$333,215**	**$68,607**	**$334,502**	
120 Day Reserve		**$418,866**	**$444,286**	**$91,476**	**$446,003**	

NOTES:

(1) Beginning Fund Balance for FY 2024 is based on the adjustments below to put the calculations used in the Annual Comprehensive Financial Report that are full accrual on a modified accrual basis for budget adoption and reporting purposes.

(2) Based on actual collections through 1st Quarter.

Descriptions	FY2024
Current Assets	
Cash	$ 1,489,826
Accounts receivable	$ 88,740
Due from Insurance	$ 4,759
Due from other funds	$ 100
Current Liabilities	
Accounts payable	$ (6,537)
Compensated Absences	$ (28,325)
Due to other funds	$ (83,518)
Reconciling Items	
Miscellaneous adjustment	$ (8,609)
Estimated Unreserved Fund Balance as of 9/30/2024	**$ 1,456,436**

INTERNAL SERVICE FUNDS
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate
Beginning Fund Balance				
Central Service Fund	$1,655,794	$2,048,548	$2,048,548	$2,048,548
Municipal Garage Fund	920,107	1,116,424	1,116,424	1,116,424
Casualty and Liability Fund	710,089	675,078	675,078	675,078
Workers' Compensation Fund	126,172	128,824	128,824	128,824
Health and Life Insurance Fund	9,134,178	11,307,859	11,307,859	11,307,859
Capital Projects Fund	46,962	65,673	65,673	65,673
Total	**$12,593,302**	**$15,342,407**	**$15,342,407**	**$15,342,407**
Revenues				
Central Service Fund	$6,254,246	$6,421,440	$1,614,151	$6,436,720
Municipal Garage Fund	6,724,628	6,942,899	1,591,567	6,689,665
Casualty and Liability Fund	2,649,086	2,797,070	699,446	2,797,782
Workers' Compensation Fund	772,787	1,000,557	249,705	1,002,397
Health and Life Insurance Fund	16,381,671	17,036,500	3,647,426	16,708,908
Capital Projects Fund	19,452	10,000	3,448	13,793
Total	**$32,801,871**	**$34,208,466**	**$7,805,743**	**$33,649,264**
Expenditures				
Central Service Fund	$5,861,492	$6,421,440	$965,319	$6,335,396
Municipal Garage Fund	6,259,018	6,934,513	1,312,984	6,728,546
Casualty and Liability Fund	2,684,098	2,797,014	623,908	2,734,534
Workers' Compensation Fund	770,135	728,000	235,439	717,175
Health and Life Insurance Fund	14,207,991	15,475,754	3,689,553	15,205,723
Capital Projects Fund	741	0	5,779	5,779
Total	**$29,783,474**	**$32,356,721**	**$6,832,982**	**$31,727,154**
Fund Balance Adjustments/Appropriation of Fund Balance				
Central Service Fund	$0	$0	$0	$0
Municipal Garage Fund	(269,293)	(106,000)	0	(106,000)
Casualty and Liability Fund	0	0	0	0
Workers' Compensation Fund	0	0	0	0
Health and Life Insurance Fund	0	0	0	0
Capital Projects Fund	0	0	0	0
Total	**($269,293)**	**($106,000)**	**$0**	**($106,000)**
Ending Fund Balances				
Central Service Fund	$2,048,548	$2,048,548	$2,697,379	$2,149,872
Municipal Garage Fund	1,116,424	1,018,811	1,395,008	971,543
Casualty and Liability Fund	675,078	675,134	750,615	738,326
Workers' Compensation Fund	128,824	401,381	143,090	414,046
Health and Life Insurance Fund	11,307,859	12,868,605	11,265,732	12,811,043
Capital Projects Fund	65,674	75,673	63,342	73,687
Total	**$15,342,407**	**$17,088,152**	**$16,315,167**	**$17,158,517**

NOTE:

CENTRAL SERVICE FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

		Prior Year	Current Fiscal Year			
		FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1)	**1,655,794**	**$2,048,548**	**$2,048,548**	**$2,048,548**	**$0**
Revenues						
Sales to Departments						
Data Processing		$3,998,789	$3,976,290	$994,072	$3,976,290	$0
Central Mail Charges		54,211	81,350	15,611	62,444	(18,906)
Facilities Department Charges		1,444,223	1,503,400	375,859	1,503,436	36
Communications & Engagement		635,421	770,400	192,610	770,440	40
Other Revenue		121,602	90,000	35,998	124,110	34,110
Total Revenues		**$6,254,246**	**$6,421,440**	**$1,614,151**	**$6,436,720**	**$15,280**
Expenditures						
Mail		$184,786	$127,815	$20,471	$128,261	($446)
Information Technology		3,025,839	4,019,746	545,864	3,852,318 (2)	167,428
Facilities Department		1,478,318	1,503,436	263,594	1,434,490 (3)	68,946
Community Outreach		672,549	770,443	135,391	770,327 (4)	116
Transfer to Technology Improvement Fund		500,000	0	0	150,000 (5)	(150,000)
Total Expenditures		**$5,861,492**	**$6,421,440**	**$965,319**	**$6,335,396**	**$86,044**
Revenues Over/(Under) Expenditures		**$392,754**	**$0**	**$648,831**	**$101,324**	**$101,324**
Ending Fund Balance		**$2,048,548**	**$2,048,548**	**$2,697,379**	**$2,149,872**	**$101,324**

NOTES:

(1) Beginning Fund Balance for FY 2024 is based on the adjustments below to put the calculations used in the Annual Comprehensive Financial Report that are full accrual on a modified accrual basis for budget adoption and reporting purposes.

(2) The underrun in the Information Technology Department include all vacancies for through December 2024.

(3) The underrun in Facilities includes various line item underruns.

(4) The reimbursements from IDC for Director of Policy and Governmental Affairs did not include any increases for salaries for FY25.

(5) Estimated overage in Information Technology to be available for transfer at year-end.

Descriptions	FY2024
Current Assets	
Cash	$ 2,013,770
Prepaid	$ 295,774
Right of Use Asset-SBITA	$ 84,374
Current Liabilities	
Accounts payable	$ (116,166)
Compensated Absences	$ (239,771)
Miscellanous adjustment	$ 10,567
Estimated Unreserved Fund Balance as of 9/30/2024	**$ 2,048,548**

CENTRAL GARAGE FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

		Prior Year	Current Fiscal Year			
		FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1)	**920,107**	**$1,116,424**	**$1,116,424**	**$1,116,424**	**$0**
Revenues						
Motor Vehicle Charges		$5,834,271	$5,727,100	$1,438,201	$5,752,806	$25,706
Outside Agency Revenue		632,739	885,500	133,990	588,990	(296,510)
Municipal Insurance		97,588	202,300	0	202,300	0
Other Revenues		69,045	62,000	1,134	61,500	(500)
Sale of Equipment		39,446	30,000	4,724	30,000	0
Interest Earned		51,540	36,000	13,517	54,069	18,069
Total Revenues		**$6,724,628**	**$6,942,899**	**$1,591,567**	**$6,689,665** (2)	**($253,235)**
Expenditures						
Administration		$972,009	$1,120,903	$264,830	$1,130,848	($9,945)
Operations		5,287,010	5,813,610	1,048,153	5,597,698 (3)	215,912
Total Expenditures		**$6,259,018**	**$6,934,513**	**$1,312,984**	**$6,728,546**	**$205,967**
Revenues Over/(Under) Expenditures		**$465,610**	**$8,386**	**$278,583**	**($38,881)**	**($47,268)**
Capital Outlay		**$269,293**	**$106,000**	**$0**	**$106,000**	**$0**
Ending Fund Balance		**1,116,424**	**$1,018,811**	**$1,395,008**	**$971,543**	**($47,268)**

NOTES:

(1) Beginning Fund Balance for FY 2024 is based on the adjustments below to put the calculations used in the Annual Comprehensive Financial Report that are full accrual on a modified accrual basis for budget adoption and reporting purposes.

(2) Revenues are based on actual charges for repairs, insurance and the cost of fuel.

(3) Underruns include fuel and lubricants and vehicle repairs (+$183,900) and various other line-item underruns.

Descriptions	FY2024
Current Assets	
Cash	$ 1,067,861
Accounts receivable	$ 29,700
Due from other funds	$ 83,843
Inventory	$ 259,336
Current Liabilities	
Accounts payable	$ (183,506)
Compensated Absences	$ (106,263)
Miscellanous adjustment	$ (34,547)
Estimated Unreserved Fund Balance as of 9/30/2024	**$ 1,116,424**

CASUALTY AND LIABILITY INSURANCE
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

		Prior Year	Current Fiscal Year			
		FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1)	**$710,089**	**$675,078**	**$675,078**	**$675,078**	**$0**
Revenues						
Charges for Services						
Waterworks Fund		$339,257	$366,540	$91,635	$366,540	$0
Sewer System Fund		367,979	391,880	97,970	391,880	0
Drainage Utility Fund		40,619	38,120	9,530	38,120	0
Sanitation Fund		87,982	85,450	21,360	85,440	(10)
Capital Projects Fund		21,338	21,700	5,425	21,700	0
Central Services		53,475	54,890	13,855	55,420	530
Central Garage		667,057	763,180	190,795	763,180	0
Airport Fund		214,048	237,070	59,267	237,070	0
Federal/state grants		124,570	124,610	31,152	124,610	(0)
Community Pool		49,480	54,680	13,719	54,876	196
General Fund		682,147	658,950	164,737	658,946	(4)
Other Revenues		1,134	0	0	0	0
Total Revenues		**$2,649,086**	**$2,797,070**	**$699,446**	**$2,797,782**	**$712**
Expenditures						
Administration		$165,460	$185,250	$29,392	$173,443	$11,807
Insurance Polices		2,126,102	2,351,764	573,709	2,301,191	50,573
Other Expenses		392,536	260,000	20,807	259,900	100
Total Expenditures		**$2,684,098**	**$2,797,014**	**$623,908**	**$2,734,534**	**$62,480**
Revenues Over/(Under) Expenditures		**($35,011)**	**$56**	**$75,537**	**$63,248**	**$63,192**
Ending Fund Balance		**$675,078**	**$675,134**	**$750,615**	**$738,326**	**$63,192**

NOTES:

(1) Beginning Fund Balance for FY 2024 is based on the adjustments below to put the calculations used in the Annual Comprehensive Financial Report that are full accrual on a modified accrual basis for budget adoption and reporting purposes.

Descriptions	FY2024
Current Assets	
Cash	$ 101,930
Prepaid	$ 614,743
Current Liabilities	
Accounts payable	$ (9,366)
Contracts payable	$ (17,056)
Compensated Absences	$ (18,928)
Miscellanous adjustment	$ 3,755
Estimated Unreserved Fund Balance as of 9/30/2024	**$ 675,078**

WORKERS' COMPENSATION FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

		Prior Year	Current Fiscal Year			
		FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1)	**$126,172**	**$128,824**	**$128,824**	**$128,824**	**$0**
Revenues						
Charges for Services		$772,779	$995,557	$249,647	$998,590	$3,033
Interest Earned		9	5,000	58	3,808	(1,193)
Other Revenue		0	0	0	0	0
Total Revenues		**$772,787**	**$1,000,557**	**$249,705**	**$1,002,397**	**$1,840**
Expenditures						
Insurance Policies		$770,135	$728,000	$235,439	$717,175	$10,825
Total Expenditures		**$770,135**	**$728,000**	**$235,439**	**$717,175**	**$10,825**
Revenues Over/(Under) Expenditures		**$2,652**	**$272,557**	**$14,266**	**$285,222**	**$12,665**
Ending Fund Balance		**$128,824**	**$401,381**	**$143,090**	**$414,046**	**$12,665**

NOTES:

(1) Beginning Fund Balance for FY 2024 is based on the adjustments below to put the calculations used in the Annual Comprehensive Financial Report that are full accrual on a modified accrual basis for budget adoption and reporting purposes.

Descriptions	FY2024
Current Assets	
Cash	$ 275,000
Current Liabilities	
Accounts payable	$ (28,563)
Due to other funds	$ (117,613)
Miscellaneous adjustment	$ -
Estimated Unreserved Fund Balance as of 9/30/2024	**$ 128,824**

HEALTH AND LIFE FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

		Prior Year	Current Fiscal Year				
		FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate		FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	(1)	**$9,134,178**	**$11,307,859**	**$11,307,859**	**$11,307,859**		**$0**
Revenues							
Medical insurance - retiree & cobra		$213,728	$234,400	$36,396	$234,400		$0
Medical insurance - contributions-city		11,692,630	11,847,400	2,677,309	11,847,400	(2)	0
Medical insurance - contributions-E'ees		994,764	922,900	186,599	896,398		(26,502)
Park Board medical - contributions		178,106	181,800	31,680	151,720		(30,080)
Park Board medical - employee		1,736,608	1,922,800	426,361	1,705,444		(217,356)
Wharves medical - contributions		0	0	0	0		0
Premiums - life insurance		257,739	278,800	67,034	268,136		(10,664)
Interest Earned		493,010	350,000	131,788	461,259		111,259
Drug Rebates, No-Show Fees, and Other Recoveries		628,146	681,400	90,259	681,400		0
Stop Loss Reimbursements/Refunds/Voids		186,940	617,000	0	462,750		(154,250)
Operating transfers in		0	0	0	0		0
Total Revenues		**$16,381,671**	**$17,036,500**	**$3,647,426**	**$16,708,908**		**($327,592)**
Expenditures							
Claims and Expenses							
City of Galveston Medical Claims		$7,818,870	$9,286,474	$1,923,347	$8,752,464		$534,010
City Medical Claims Subtotal		**7,818,870**	**9,286,474**	**1,923,347**	**8,752,464**		**534,010**
Park Board of Trustees Medical Claims		908,259	780,000	414,223	959,784		(179,784)
All Medical Claims Subtotal		**8,727,129**	**10,066,474**	**2,337,570**	**9,712,249**		**354,225**
Prescriptions							
Prescriptions - City		3,027,005	2,993,280	746,221	3,065,161		(71,881)
Prescriptions - Park Board		232,631	200,000	62,378	221,598		(21,598)
Prescriptions Subtotal		**3,259,635**	**3,193,280**	**808,600**	**3,286,759**		**(93,479)**
Total Claims Expense		**11,986,765**	**13,259,754**	**3,146,169**	**12,999,008**	(3)	**260,746**
Other Expenses							
Administration - Plan Administrator		717,907	570,000	170,252	681,006	(4)	(111,006)
Stop Loss Premium		1,193,491	1,200,000	279,944	1,119,778		80,222
Consultant Services		50,000	50,000	12,500	50,000		(0)
Preventive Health Program		0	85,000	11,881	77,345		7,655
Employee Assistance Program		0	11,000	1,680	10,080		920
Life Insurance		259,828	300,000	67,127	268,506		31,494
Other Expenses Subtotal		**2,221,226**	**2,216,000**	**543,384**	**2,206,715**		**9,285**
Total Expenditures		**$14,207,991**	**$15,475,754**	**$3,689,553**	**$15,205,723**		**$270,031**
Revenues Over/(Under) Expenditures		**$2,173,681**	**$1,560,746**	**($42,127)**	**$1,503,184**		**($57,562)**
Estimated Ending Fund Balance		**$11,307,859**	**$12,868,605**	**$11,265,732**	**$12,811,043**		**($57,562)**

NOTES:

(1) Beginning Fund Balance for FY 2024 is based on the adjustments below to put the calculations used in the Annual Comprehensive Financial Report that are full accrual on a modified accrual basis for budget adoption and reporting purposes.

(2) The FY 2025 Estimate shown for the City's contribution anticipates that the City will again contribute its entire health insurance budget in FY 2025 to the Health Insurance

(3) Medical claims year-to-date in FY 2025 have been lower compared to FY 2024 first quarter and compared to the projections calculated by the City's consultants.

(4) Other Expenses includes Administrative cost that year-to-date have been higher than the same period in FY 2024.

Descriptions	FY2024
Current Assets	
Cash	$ 5,781,467
Cash Reserve-OPEB Liability	$ 5,800,000
Current Liabilities	
Accounts payable	$ (238,394)
Miscellaneous adjustment (IBNR)	$ (56,439)
Miscellaneous adjustment	$ 21,225
Estimated Unreserved Fund Balance as of 9/30/2024	**$ 11,307,859**

CAPITAL PROJECTS FUND
Summary Schedule of Revenues and Expenditures
Fiscal Year 2025 - December Report

	Prior Year	Current Fiscal Year			
	FY2024 Actual	FY2025 Budget	FY2025 YTD Actual through 12/31/2024	FY2025 Budget Estimate	FY2025 Estimate Favorable/ (Unfavorable) vs. Budget
Beginning Fund Balance	**$46,962**	**$65,673**	**$65,673**	**$65,673**	**$0**
Revenues					
Sale of Equipment	$0	$0	$0	$0	$0
Interest Earned	14,582	10,000	3,448	13,793	3,793
Sale of Gen. Fixed Assets	4,870	0	0	0	0
Total Revenues	**19,452**	**10,000**	**3,448**	**13,793**	**3,793**
Expenditures					
Construction Management	741	0	5,779	5,779 (1)	(5,779)
Total Expenditures	**$741**	**$0**	**$5,779**	**$5,779** (1)	**($5,779)**
Revenues Over/(Under) Expenditures	**$18,711**	**$10,000**	**($2,331)**	**$8,014**	**($1,986)**
Estimated Ending Fund Balance	**$65,673**	**$75,673**	**$63,342**	**$73,687**	**($1,986)**

NOTES:
(1) All expenditures are reallocated to projects that have been approved by City Council in the CIP as project management costs.


CITY OF GALVESTON
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CITY OF GALVESTON
CASH RECONCILIATION REPORT
per ADOPTED BUDGET 2024
AS OF 12/31/24
(2 pages)

Department:	COUNCIL	IDC					STREETS / TRAFFIC	PUBLIC IMPROVEMENT		DRAINAGE
Fund Description:	PROJECTS & INITIATIVES PRG.	BEACHES	ECON DEV	PARKS	PARKS CO BOND	INFRASTRUCTURE	ISA & DS	2017 G.O. Bonds	2019 G.O. Bonds	Drainage Improve
Fund #:	1098	3190	3191	3192	319201	3193	3199	3217	3219	44102
Page #:	Page 3	Page 4	Page 5	Page 6	Page 7	Page 8	Page 9	Page 10	Page 11	Page 12
CASH RECONCILIATION										
Beginning Balance, Oct 1, 2023	$6,624	$10,492,020	$10,100,483	$2,861,730		$6,847,318	$ 5,571,530.74	$141,716	$ 8,190,310.14	$237,580
Add: Interest FY 2024	$0	$81,617	$96,280	$25,709		$56,278	$ 68,943.64	$967	$ 55,086.97	$1,621
Add: FY 2024 Transfers / Revenues / Other Sources	$0	$147,871	$147,871	$147,871		$147,871	$ -	$0	$0	$0
CASH, TOTAL RESOURCES	**$6,624**	**$10,721,508**	**$10,344,634**	**$3,035,309**		**$7,051,467**	**$5,571,531**	**$142,683**	**$8,245,397**	**$239,200**
Less: YTD Expenditures	$0	($139,810)	($111,796)	($323,281)		($1,295,515)	$ (139,765.80)	$0	$ (583,081.03)	$0
Less: Payables, Due from	$0	($115,806)	$0	($134,807)		($550,355)	$ (101,820.56)	$ -	$ (256,132.06)	$0
CASH, ENDING BALANCE	**$6,624**	**$10,465,891**	**$10,232,837**	**$2,577,221**		**$5,205,597**	**$5,469,710**	**$142,683**	**$7,406,184**	**$239,200**
BUDGET RECONCILIATION										
CASH, ENDING BALANCE	**$6,624**	**$10,465,891**	**$10,232,837**	**$2,577,221**	**$ 2,367,987.60**	**$5,205,597**	**$5,469,710**	**$142,683**	**$ 7,406,184.02**	**$239,200**
Add: FY 2024 Outstanding Estimated Revenue, Other Funding Sources, Transfers	$0	($55,781)	$0	($59,834)	$0	$0	$0	$0	$ -	$0
Less: Encumbered	$0	($196,179)	($548,150)	($520,511)	($1,071,810)	($323,761)	$0	($3,750)	$ (235,769.81)	$0
Less: Unencumbered	$0	($4,392,897)	($7,017,187)	($3,234,379)	($3,025,526)	($6,149,216)	$0	$0	$ (5,465,563.57)	($57,500)
AVAILABLE FY 2024	**$6,624**	**$5,821,034**	**$2,667,500**	**($1,237,503)**	**($1,729,348)**	**($1,267,379)**	**$5,469,710**	**$138,932**	**$1,704,851**	**$181,700**

CITY OF GALVESTON
CASH RECONCILIATION REPORT
per ADOPTED BUDGET 2024
AS OF 12/31/24
(2 pages)

Department:	AIRPORT	WATER				SEWER				SANITATION		TOTAL
Fund Description:	Airport Improvement	Water Improve	2017 CO Bonds	2019 CO Bonds	2022 CO Bonds	Sewer Improve	2017 CO Bonds	2019 CO Bonds	2022 CO Bonds	2022 CO Bonds	American Rescue	
Fund #:	43302	40102	40117	40119	40122	42102	42117	42119	42122	43202	1218	ALL FUNDS
Page #:	Page 13	Page 14	Page 15	Page 16	Page 17	Page 18	Page 19	Page 20	Page 21	Page 22	Page 23	
CASH RECONCILIATION												
Beginning Balance, Oct 1, 2023	$585,322	$385,793	$13,670	$ 3,447,553.54	$ 31,788,067.77	$460,921	$200,626	$ 2,142,452.48	$30,466,270	$2,682,943	$4,122,327	$124,867,584
Add: Interest FY 2024	$3,584	$2,154	$93	$ 37,749.84	$ 216,516.10	$2,755	$1,369	$ 22,876.06	$ 320,724.73	$ 17,784.41	$ 34,281.79	$1,080,672
Add: FY 2024 Transfers / Revenues / Other Sources	$0	$0	$0	$ -	$ -	$0	$0	$ -	$ -	$0.00	$0.00	$864,891
CASH, TOTAL RESOURCES	$588,906	$387,947	$13,763	$3,485,303	$32,004,584	$463,675	$201,995	$2,165,329	$30,786,995	$2,700,728	$4,156,609	$173,325,937
Less: YTD Expenditures	($51,925)	$0	$0	($89,353)	($226,438)	($17,000)	$0	($102,693)	($2,121,636)	($51,832)	($1,253,452)	($7,761,029)
Less: Payables, Due from	$0	($70,110)	$0	$ (128,256.87)	$ (198,594.27)	($57,164)	$0	$ (141,821.58)	($1,123,450)	$ (51,831.50)	($713,644)	($4,357,437)
CASH, ENDING BALANCE	$536,981	$317,837	$13,763	$3,267,694	$31,579,552	$389,511	$201,995	$1,920,814	$27,541,910	$2,597,065	$2,189,513	$123,527,123
												$0
BUDGET RECONCILIATION												$0
CASH, ENDING BALANCE	$536,981	$317,837	$13,763	$3,267,694	$31,579,552	$389,511	$201,995	$1,920,814	$ 27,541,909.87	$ 2,597,064.53	$ 2,189,512.92	$126,779,450
Add: FY 2024 Outstanding Estimated Revenue, Other Funding Sources, Transfers	$ -	$0	$0	$0	$0	$0	$0	$0	($49,975)	$0	$ (39,428.44)	($244,447)
Less: Encumbered	($108,945)	($378,826)	$0	($998,987)	($2,901,493)	($35,123)	($179,057)	($232,525)	($10,569,970)	$0	($681,198)	($19,667,254)
Less: Unencumbered	($543,636)	($25,200)	$0	($651,111)	($23,509,602)	($291,913)	$0	($990,126)	($18,957,050)	$0	$367,060	($73,576,785)
AVAILABLE FY 2024	($115,600)	($86,189)	$13,763	$1,617,596	$5,168,457	$62,475	$22,938	$698,163	($2,035,085)	$2,597,065	$ 1,835,946.50	$30,086,310

CITY OF GALVESTON
CAPITAL IMPROVEMENT PLAN - STATUS UPDATE
FY 2025 - 1ST QUARTER - DECEMBER 31, 2024

STREETS & TRAFFIC PROGRAM

PROJECT NO.	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2025 STATUS
ST1503	26TH - BROADWAY TO CHURCH (phase 2)	Replace approx. 1,282 feet milling and overlay and upgrading of the drainage system.	$ 512,133	$ 512,133	Project Awaiting Fire Station and City Hall Annex Demolition/Parking Lot Completion	Asphalt Mill & Overlay was completed by the in-house paving crews in 2022.
ST1802	16TH - BROADWAY TO AVE N 1/2	Approximately 1,945 feet to include milling and replacement of asphalt surface and replace of drainage inlets and laterals, replace and upsize old water and sewer utilities.	$ 227,468	$ 215,650	Design	Design is 100% Complete; Construction to be completed as part of the 15th Street Pilot Stormwater Pump Project. FEMA funding for the 14th Street Pump Station
ST1901	37TH - BROADWAY TO AVE P	New water main from Broadway to Ave P, new storm drain collections ystem extending from Broadway to Ave L, storm drain collection system extension from Ave O to Ave P to connect new inlets construction south of Ave P, sanitary sewer reconstruction to accommodate modifications to the storm drainage system	$ 7,377,718	$ 6,499,075	Construction	Project Complete
ST1902	37TH - AVE P TO SEAWALL	New water main from Ave P to Seawall, extended storm drainage collection system between Ave O to Ave P 1/2, localized sanitary sewer reconstruction to accommodate modifications to the storm drainage system.	$ 6,011,957	$ 4,607,905	Construction	Project Complete
ST2003	35TH - POST OFFICE TO BROADWAY	Approximately 1,600 feet to include milling and replace asphalt surface, extension of storm sewer main to provide for future expansion of drainage system and replace and upsize old water and sewer utilities.	$ 3,867,326	$ 3,237,841	Construction	Project Complete
ST1806	23RD - BROADWAY TO SEAWALL (COUNTY PROJECT)	Complete roadway reconstruction with waterline replacement, sanitary sewer crossings and storm sewer improvements including main, laterals and inlets.	$ 11,162,304	$ 11,073,149	Construction	Project Complete
ST1807	AVE S - 53RD TO SEAWALL BLVD (COUNTY PROJECT)	Complete roadway reconstruction with waterline replacement, sanitary sewer crossings and localized storm driange improvements.	$ 3,975,990	$ 3,975,998	Construction	Project Complete
TR2102	TRAFFIC SIGNAL/SAFETY IMPROVEMENTS	Replace old traffic signal heads, cabinets and controllers. Install new guard rails and battery backups for traffic signals.	$ 1,191,610	$ 793,148	Planning	Developing priority plan for implementation of system improvements.
TR2103	SEAWALL BLVD TRAFFIC SIGNAL INSTALLATION 75TH TO 89TH STREETS	Installation of Traffic Signals at the intersections of 75th/Seawall and 89th/Seawall	$ 114,885	$ -	Design	The proposed traffic signal at 89th & Seawall is currently unders cosntrcution by a TxDOT Contractor. Design for the new trafic signal at the intersection of 75th & Seawall Blvd is 95% complete.
TR2301	SEAWALL BLVD: PEDESTRIAN CROSSING IMPROVEMENTS @ 33RD STREET	Installation of Traffic Signals at the intersection of 33rd/Seawall	$ 100,000	$ -	Planning	Design for the new traffic signal at the intersection of 33rd & Seawall Blvd is 95% complete.
IDCDOW	DOWNTOWN STREETSCAPE IMPROVEMENTS	Streetscape improvements to the downtown area	$ 3,591,639	$ 2,364,170	Construction	Construction complete.
ST2201	SEAWALL BLVD: PEDESTRIAN SAFETY IMPROVEMENTS & TRAFFIC CALMING 61ST TO 103RD STREETS	Add low linear barrier along the north side of Seawall Blvd between 61st & 103rd Streets. Add new traffic calming measures	$ 396,980	$ -	Planning	These proposed improvements are being considered by TXDOT with review of information provided by the City being considered by the Agency.
ST2202	SEAWALL BLVD: PEDESTRIAN SAFETY IMPROVEMENTS & TRAFFIC CALMING 12TH TO 61ST STREETS	Add low linear barrier along the north side of Seawall Blvd between 12th & 61st Streets. Add new traffic calming measures	$ 13,750	$ -	Planning	This project is being resubmitted to TXDOT for consideration of Grant Funding under the "2023 Transportation Alternatives" Call for Projects. Preliminary applications were submitted to TXDOT on 1/27/2023.
ST2303	BICYCLE INFRASTRUCTURE IMPROVEMENTS	New bicycle lanes along various roadway corridors within the city	$ -		Planning	Engineering staff is develoing plans for planned bicycle infrastructure projects.

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STREETS & TRAFFIC PROGRAM

PROJECT NO.	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2025 STATUS
IHST19 IHST20 IHST21 IHST 22, 23, 24	STREETS & OVERLAY BY CITY FORCES (In House Streets FY2019)	Correcting streets identified as less than Satisfactory by 2013 Street Assessment by LJA Engineering.	$ 12,209,494	$ 8,960,818	Ongoing, Annual Mill & Overlay Contract executed for overflow	Ongoing

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DRAINAGE IMPROVEMENT PROGRAM

PROJECT NO.	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2025 STATUS
D1601	11 MILE ROAD DRAINAGE IMPROVEMENTS	To alleviate drainage concerns, culvert replacement and ditch regrading needed. Drainage improvement along FM 3005 will require coordination with TXDOT.	$ 45,886	$ 45,886	Design	Design is approximately 75% complete. Additional survey is needed a the connection point to TXDOT along FM3005.
D1604	CHURCH STREET DRAINAGE IMPROVEMENTS	Replace and upgrade the existing vitrified clay storm sewer system per recommendations in the Master Drainage Study.	$ 2,029,043	$ 1,757,749	Construction	Project Complete
D1701	MASTER DRAINAGE PLAN and FEASIBILITY STUDY (aka STORMWATER MASTER PLAN)	Engineering study of current drainage system throughout City with recommendation as to the feasibility of various alternatives to improve drainage.	$ 3,383,842	$ 1,316,255	Scoping	LAN has developed the existing conditions model and the first of two public meetings has been held to solicit public feedback of the findings form the existing modelling efforts. The second public meeting is scheduled for March 7, 2023. LAN is beginning to start looking at developing potential solutions to identified flooding issues that can be developed into future CIP projects. A DRAFT report has been submitted to staff for review and comment. Work is ongoing.
D1901	14TH STREET STORM WATER PUMP STATION	Design and construction of a new pump station to work in conjunction with the storm sewer system.	$ 51,390,873	$ 5,059,595	Design	Funding from FEMA for Construction is in progress with the City receiving an award letter from TDEM in January 2024. Staff is working on developing a scope of work to have a 3rd Party Engineering Firm conduct a Constructability Review of the current plans, and will be having the Engineer of Record update the engineering plans and compile the final Bid Package. The constructability review is underway with the first task of updating the project cost estimate nearing completion. This project is anticipated to bid during the 4th Quarter of FY2024.
DSTORM	STORM WATER MANAGEMENT	Annual reporting and monitoring of Municipal Separate Storm Sewer System (MS4) Permit to TCEQ	$ 430,457	$ 430,457	Annual	Annual Recurring Project. In progress. March 2018 annual report for the City of Galveston Phase II MS4 has been approved by TCEQ on June 18, 2018. Being done in-house by the PW Director's Department.
D2101	SOUTH SHORE STORMWATER PUMP STATION	Design and construction of a new pump station to work in conjunction with the storm sewer system.	$ 12,045,456	$ 5,796,941	Construction	The design of this project is100% The engineering team is beginning the process of negotiating Temporary Construction Easements with property owners along the project corridor. The project advertised in August 2024 and bids were received in September 2024. The Bids are being evaluated and prepared for City Coucnil action.
D1702	EVALUATION OF STORM SEWER OUTFALLS	Evaluation of the 42 storm sewer outfalls. Majority of these outfalls are submerged and their condition is unknown.	$ 248,861	$ 248,861	Field work completed. Some outfall locations could not be identified.	Engineering provided cost estimate for critical outfall repair. Evaluation and consideration of these recommendations will be incorporated into the Master Drainage Plan.

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WATERWORKS PROGRAM

PROJECT NO.	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2025 STATUS
W1802	NON-REVENUE WATER MITIGATION PROGRAM	Mitigate the amount of water that is not sold at retail price. Areas such as leak detection, improvements, meter replacements.	$ 661,634	$ 661,633	Construction	In Construction
W1801	30" WATERLINE - 71ST STREET TO 59TH STREET PUMP STATION	Replace approx. 4,300 feet of 30" water line.	$ 2,032	$ 2,032	Delay until 59th Street Pump Station and Tank complete	Team suggested delaying this project until 59th Street PS and Tank plus the 24" Waterline to the Airport PS is complete.
W1702	20" WATERLINE - TAMUG TO SEAWOLF PARKWAY TO BRADNER STREET	Replace approx. 5,250 feet of existing 20" water line that serves a major portion of Pelican Island. Old bar wrapped concrete cylinder pipe with multiple failure points and expensive to repair.	$ 595	$ 595	Planning	Planning
W1902	12" WATERLINE - SEAWALL BLVD., 81ST TO 97TH STREET	Construction of approx. 3,650 ft. of 12" water line. To complete the loop providing water to the west end and improve the water qualify and pressure available to the properties located in this stretch of seawall.	$ -	$ -	Planning	Planning
W1704	30" WATERLINE - RAILROAD BRIDGE TO HARBORSIDE DR	Replace approx. 2,100 feet of waterline.	$ 256,123	$ 208,123	Delay until 59th Street Pump Station and Tank complete	Team suggested delaying this project until 59th Street PS and Tank plus the 24" waterline to the Airport PS is complete.
W1701	WELL DISINFECTION / FLUSHING (2A, 6A, 10, 12, 13, 16, 17)	Installation of a disinfection system and flush valve for each of the previously rehabilitated Alta Loma Wells. This allows for the use of these wells without contamination the water system.	$ 45,536	$ 45,536	Consultant preparing scope for evaluating asset value and sale	Design complete but GCWA has concerns with the main line that wells are tying into. They need to do condition assessment. Alternate approach to sell the wells being investigated with the hiring of consultant. Kickoff meeting for the well appraisal project expected in May with the appraisal report due in August 2021.
W1605	30" CAUSEWAY WATERLINE	Construction of a 30" waterline along the causeway to provide additional redundancy for island water.	$ 4,749,201	$ 813,256	Design	Design is 95% complete. This project has received a Federal earmark for assisting with the funding of construction. Staff anticipates construction to begin iaround mid FY2025. TXDOT Coordination ongoing due to structural stability concerns and Post Harvey cracks in the Causeway Structure being remedied by TXDOT. USACE Permit is in-progress. Working through delivery pressure issues with Gulf Coast Water Authority.
W1601	10 MILE ROAD ELEVATED STORAGE TANK REPLACEMENT	Rehab of EST is not the best solution for the water distribution system since the existing tank is about 40 feet short and provides less supply and pressure. Also the coating is severely degraded and the tank recoating may not provide longevity. Tank needs to be upgraded from "flow by" to "flow through" with separate fill and discharge lines to preserve water quality and provide the needed capacity and storage. Construction of a new 2.5 MG EST is the better solution for the long-term to maintain compliance with TCEQ findings on the condition of the tank.	$ 16,108,459	$ 971,135	Design	Modelling poerformed under the Water MAster Plan update currently underway indictes that the existing tank is the correct size and height. A rehabilitation design project is currently underway to develop a revised plan set to perform a rehabilitaiotn of the existing tank.
W1705	AIRPORT PUMP STATION TANK UPGRADES PHASE 1	Construction of a new 3 million gallon water ground storage tank (GST) at the Airport Pump Station. This is needed to protect water supply from risk of contamination from flood waters and ensure the proper water quality and pressure to the west end.	$ 18,647,445	$ 10,726,047	Construction	Construction Complete

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PROJECT NO.	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2025 STATUS
	AIRPORT PUMP STATION TANK UPGRADES PHASE 2	Construction of 7 MG Tank	$ 7,657,500	$ 28,632	Design	Design @ 95%
W2201	23RD STREET WATERLINE-SEALY-BALL	Offset critical waterline on 23rd Street between Sealy and Ball that is on conflict with other infrastructure.	$ 928,010	$ 477,875	Construction	Construction Complete
W1618	WATER SYSTEM IMPROVEMENTS	Continued rehab of water distribution system through City.	$ 3,043,539	$ 2,615,257	Recurring Project	Recurring Project.
W2101	SUSTAINABLE INTERACTIVE CUSTOMER CONNECTIONS	The City's existing AMR system has reached its end of life. To rebuild the current system with an advanced system that is sustainable and will incorporate technologies used to enhance City capabilities, maximize response efficiencies and improve customer satisfaction. The new system will incorporate remote connect/disconnect capabilities, new data analytics, business process automation, and improved customer visibility. This project includes the replacement of 100% of the City's water meters.	$ 17,370,119	$ 16,719,690	Planning	Ongoing
W2202	Lead & Copper Rule (EPA)	The EPA has placed new regulation requirements on data collection, testing, chemical optimization, and replacement of lead and copper lines.	$ 1,111,179	$ 274,728	Planning	The compilation of a comprehensive service line inventory required by TCEQ has been completed. Work is ongoing to
FD-132	FIRE HYDRANTS REPLACEMENT PROGRAM	Continue to replacement or repair non or poorly functioning fire hydrants (Portion possible reimbursement from FEMA)	$ 8,276,921	$ 6,653,554	Recurring Project	Ongoing
FD-132 (WFIRHY)	FIRE HYDRANT REPLACEMENT PROGRAM (Hurricane Ike portion)	Continue to replacement or repair non or poorly functioning fire hydrants (FEMA reimbursement)	$ 4,812,784	$ 3,610,523	Ongoing	Ongoing
W2302	UTMB WATER TANK DISINFECTION IMPROVEMENTS	Install new disinfection system to existing elevated storage tank to enhance water quality	$ 470,000	$ 16,386	Design	Pre-Final plans are being reviewed and a final Permit Set will be issued by the end of 2024. Following permit approvals, the project will be released for bidding in early 2025.
W2303	WATER MASTER PLAN	Complete a new water master plan including development of a computerized water model capable of accepting multiple date sources	$ 1,975,180	$ 886,366	Design	Data Collection Phase is ongoing and the engineering team has completed developing the existing system computer model. The engineering team is reviewing and updating the existing water fees and rate structure, and continuing to analyze the possibilities of developing an alternate water source for the City's water system. The engineering team continues to gather in-field data collection efforts to use for calibrating the water model. The water model has been calibrated and a couple of problem areas are being studied further. The engineering team is preparing to develop a DRAFT list of recommended CIP projects. Work is ongoing.

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WATERWORKS PROGRAM

PROJECT NO.	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2025 STATUS
W2304	CAUSEWAY WATERLINE SHARED MAINTENANCE PROGRAM	Share in cost to maintain the old causeway bridge that carries the City's main water supply	$ 1,001,152	$ 155,942	Planning	City Council approved the payment of shared maintenance work performed during FY2024 at the 11/14/2024 Regular City Coucnil Meeting. The maintenance committee met in August 2024 to discuss the proposed FY2025 maintenance needs between the City, County, GCWA, Centerpoint and BNSF Railroad. The results of the proposed maintenance work planned for FY2025 will be utilized as a pilot project to determine if the success of the repair methods selected and to determine if the committee should consider making an application submission for an upcoming CRISI Grant program call for projects.
W2305	GCWA: SUPPLY PIPELINE ALIGNMENT MODIFICATION ALONG SH3	Construct relocation of the existing 42-inch water supply line to Galveston that is a conflict with construction by TXDOT	$ 6,083,000	$ 5,057,958	Construction	This is the City's contribution to GCWA for off-island pipeline improvements as a result of TXDOT highway projects.
	Senate Bill 3 Water Utility "Emergency Preparedness Plan"	Develop an "Emergency Preparedness Plan" that complies with the updated requirements of the Texas Water Code Chapter 13 (Water Rates and Services) as amended by the passing of Senate Bill 3 (9/1/2021)	$ 28,400	$ -	Design	Complete
W2307	UTMB WATER STORAGE TANKS	Rehabilitate existing water storage at UTMB and install separate inlet/outlet piping, disinfection dosing station, structural rehabilitation, SCADA and other appurtenances as necessary	$ 1,820,000	$ 3,219	Design	DRAFT PER complete and engineer is updating the PER based on City comments and is developing preliminary engineering drawings. Preliminary 60% plans were submitted to the City for review on 4/26/24. The plans are being reviewed by staff.
W2308	AIRPORT WATER STORAGE TANKS	Construction of new water storage tank (WST) at the Airport Pump Station including flow meters, level transmitters and electric actuated valves, SCADA and other appurtenances as necessary	$ 5,000,000	$ -		661633
W2401	WATER METER INSTALLATION PROGRAM	This project is the accommodate meter installations attributed to growth on the Island	$ 1,000,000	$ -		
W2402	IH45/61ST STREET FLYOVER WATER IMPROVEMENTS	This project is the accommodate water system upgrades outside of the planned TXDOT improvements to the City's water system	$ 1,000,000	$ -	Design	A consulting engineer hired by TxDOT to prepare utility plans for City utility relocations associated with this project are in progress.
W2403	GCWA: SHANNON PUMP STATION	Rebuilding the Shannon Pump Station and the water intake structure; this is the City's proportionate share of the improvements	$ 1,000,000	$ -		This is the City's contribution to GCWA for off-island pump station improvements.

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SEWER PROGRAM

PROJECT CODE	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2025 STATUS
S1701	LIFT STATION PUMP and ELECTRICAL UPDGRADES	Upgrading the existing pumps and electrical systems for lift stations located throughout the City.	$ 5,655,139	$ 916,144	Design	Design Complete for Priority 1 & 2 (LS 6,8,26 Bid Opening 4/28/24 & LS 13,18,30,51,53,55 Bid Opening 5/2/24) - Bids received were over budget, re-evaluating priority
S1604 SCADA	LIFT STATION SCADA	System to monitor control and collect data from lift stations city wide. ~48 liftstation, 3 water water elevated storage tanks, 1 pump station and 1 wastewater treatement plant	$ 2,067,406	$ 748,927	Project PO Issued	Phase 1, SCADA Network Connectivity and Platform upgrades in progress
S1610	SLUDGE and GRIT REMOVAL FROM MAIN WWTP SLUDGE HOLDING TANK	Remove approx. 6,700 cubic yards of wastewater sludge, grit and associated materials from Main WWTP	$ 674,524	$ 495,467	Design	100% Design for Digester Cleaning Received. Project deferred for the future
S1702	WEST END IMPROVEMENTS	Researching alternatives for the West End unserved areas.	$ 16,198	$ 16,198	ROI not available to proceed with project	Awaiting opportunities for doing under grant
SW-165 SSEAWO	SEAWOLF PARK WWTP Reconstruction & Expansion	Construction of wastewater package plant due to damage of existing plant by Hurricane Ike. FEMA, COG, Park Board.	$ 497,276	$ 432,950	Design	Package Plant Technology Selected and Final Design in Progress
S1601 S1607	PIRATES BEACH WWTP, LIFT STATION 35 REPLACEMENT & LIFT STATION 47 PUMP REPLACEMENT	Nearing its lifetime. Design and replace to be in compliance with TCEQ.	$ 25,808,334	$ 12,308,741	Construction	Construction of the WWTP reconstruction is ongoing and is currently approximately 68% complete.
S1603	REHABILITATION OF SANITARY SEWER FORCE MAINS	Rehabilitation of existing sanitary force mains	$ 784,119	$ 784,119	Construction	As needed, improvements are being made periodically on this project.
S1903	TERRAMAR WASTE WATER TREATMENT PLANT UPGRADE	Expansion of the waste water treatment plant at Terramar	$ 1,404,119	$ 154,119	Planning	Plant flows are below the threshold amount requiring the design of the plan expansion to progress. Flows are being monitored to determine if this project is still warranted.
S2201	BELT PRESS/SOLIDS DEWATERING BUILDING MAIN WWTP	Rebuild the dewatering building which houses the belt press	$ 10,112,766	$ 199,441	Design	Design is underway with the engineering team working on developing preliminary engineering documents for submittal to the City.
S2205	STEWART ROAD SANITARY SEWER REHABILITATION - 10 MILE ROAD TO 8 MILE ROAD	Design and construct a sanitary sewer system to replace the existing sewer system	$ 6,000,000	$ 146,190	Construction	Ongoing evaluations. Improvements are being made periodically on this project.
SLINEI SLINE2 SLINE 3 SLINE4	SANITARY SEWER REHABILITATION INFLOW & INFILTRATION	Reduce inflow and infiltration to existing sanitary sewer system through rehab of collection system.	$ 11,064,196	$ 9,974,215	Construction	Ongoing evaluations. As needed, improvements are being made periodically on this project.

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SEWER PROGRAM

PROJECT CODE	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2025 STATUS
S2101	SEWER INFILTRATION & INFLOW	Repair and rehabilitation of the existing sanitary sewer system to eliminate issues with existing force mains and reduce inflow and infiltration of the sanitry sewer collection sytem.	$ 1,885,317	$ 1,885,317	Construction	Ongoing
S2203	SANITARY SEWER MASTER PLAN	Complete a new wastewater master plan including development of a computerized wastewater model.	$ 1,796,000	$ 1,001,842	Design	Data Collection Phase is underway and the engineering team has a third party surveyor conducting field survey of the City's existing sanitary sewer lift station facilities. The engineering team has developed a list of sanitary sewer manholes to physically survey is underway. The engineeing team continues to build the existing system computer model, and is reviewing the existing wastewater fees and rate structure. Work is ongoing.
S2401	MAIN WWTP COOLING TOWER	Installation of a new cooling tower for the Main WWTP	$ 764,000	$ 30,750	Planning	This project is being re-evaluated.
S2402	SEAWOLF PARK WWTP	Design and construction of a new package type WWTP at Seawolf Park	$ 1,757,500	$ -		Package Plant Technology Selected and Final Design in Progress
S2403	IH45/61ST STREET FLYOVER SEWER IMPROVEMENTS	This project is to accommodate sewer system upgrades outside of the planned TXDOT improvements	$ 1,000,000	$ -	Design	A consulting engineer hired by TxDOT to prepare utility plans for City utility relocations associated with this project are in progress. TXDOT has hired a contractor to complete a CCTV inspection of the sanitary sewer lines between Teichman and 59th Street to aid the design team. Work is ongoing.

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FACILITIES

PROJECT NO.	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2025 STATUS
CH1702	CITY HALL REMODELING	Develop plans to remodel floors in City Hall.	$ 6,332,442	$ 3,932,107	Design	3rd and 1st floor restrooms, window repairs, 4th floor renovation, and masonry repair to south face of building are complete. The 3rd floor renovations are in design phase. Anticipate isue for RFP to renovate 3rd floor in 3 months. masonry repairs to east and north elevations, 2nd floor renovations, and 1st floor renovations will follow.
SA1701	PARKING LOT IMPROVEMENTS AT SANITATION	Improvement to existing parking area at the sanitation building by placing concrete pavement in areas of high traffic to protect City equipment and personnel. (FEMA project RE-102. City portion $95,000.)	$ 120,000	$ -	Design	Project is on hold
SW-171	REPLACEMENT OF RECYCLING BUILDING AT ECO-CENTER	Replacement of recycling building damaged by Ike. New office, employee facilities, covered operating area for recycling equipment. Fema funds and Insurance proceeds.	$ 519,190	$ 172,720	Design	Project on hold pending potential sale of property on 61st street
F1801	GARAGE - EAST END PARKING LOT	Installation of concrete for the East Parking Lot, 502 32nd Street, Galveston.	$ 55,000	$ 4,480	Design	Project is on hold
SBP23	STEWART BEACH PAVILLION/BEACH PATROL	Design for the Demolition of Stewart Beach Pavillion and temporary facilities to house Galveston Island Beach Patrol on Stewart Beach.	$ 600,000	$ 90,171	Design	The temporary facilities for Beach Patrol are complete. Permanent facility design for Beach Patrol is on hold and in limbo awaiting direction for Council and Trustees.
SBP23	Demolish Stewart Beach Pavilion	Demolish Stewart Beach Pavilion	$ 96,682	$ 96,682	Demolition	demolition has begun and is scheduled for maximum 120 days
GVMAIN	Garten Verein deferred maintenance	City has resumed responsibility for this historic facility and will begind conservation and restoration efforts to preserve this facility for future generations.	$ 2,000,000	$ 34,625	Assessment	City has contracted with LaBiche Architects to develop a plan for restoration and conservation work required.
GV-?	Garten Verein roof repairs	Repair roof of Gartenm Verein	$ 150,000	$ -	Assessment	City has a windstorm claim in to TWIA for necessary repairs to the roof. Assessment from the Coity and TWIA is ongoing.
LLCST	Renovate Godinich Field	Renovate Godinich Field to support the Galveston College Whitecaps softball program and provide a tournament quality field for softball.	$ 3,000,000	$ -	Assessment	City met with Galveston College to discuss funding and requirements for a suitable facility for the National Champion Whitecaps. Galveston College has some funding available.
F2402	Fire Station 2	Provide a new fire station on the east end capable of housing a tower truck.	$ 8,000,000	$ -	Assessment	Efforts to work with UTMB for use of land on the Seawall to locate a Joint use facility have stalled. City in conversation to aquire property in the UTMB.
F2502	Acoustic improvements at 30th Street WELS	Add acoustic treatment to the main conference area in the 30th Street WELS to allow meetings in the space with adequate speech recognition.	$ 100,000	$ 10,000	Assessment	Acoustic consultant provided specifications for remedial work necessary to improve the acoustic qualities of the room. Procurement of materials and installation will follow.

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IDC - BEACH NOURISHMENT, ECONOMIC DEVELOPMENT & INFRASTRUCTURE PROGRAM

PROJECT NO. (Beaches)	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2025 STATUS
IDC8MR	8 Mile Road- CEPRA 11	Develop a set of engineering and design documents to undertake a beach nourishment project between the area west of Dellanera RV Park to 8-Mile Road. Once completed, these design documents would be used to construct a beach nourishment project funded by the State.	$ 240,000	$ 240,000	In Progress	In process - 30% Design
IDCBBP	Beneficial Use of Dredged Material	Necessary hot spot maintenance as described in the Sand Management Plan. Regular and strategic sand placement to keep sediment in the system as coastal processes move material to the accreting ends of the island.	$ 7,657,586	$ 1,746,429		
IDCBRE	Post-Hurricane Beach Remediation	Annual Set aside to allot for post-storm clean up	$ 1,155,750	$ 204,866	Ongoing, as needed	Procurement/Planning phase - Ongoing, as needed, dependent upon storm activity
IDCCEP	Beach Remediation Extension – 8-13 Mile Road Engineering & Design-CEPRA 12	After the storms of 2020, additional nourishment activities were identified as important on the west end of Galveston, therefore an additional CEPRA application was made to extend the engineering project to 13 Mile Road. This extended area includes multiple heavily populated subdivisions and public beach access points. Once completed, these design documents would be used to construct a beach nourishment project funded by the State.	$ 762,500	$ 762,500	In Progress	In process - 30% Design
IDCPAS	PAS-Sediment Management Update	Provide local match for Planning Assistance to States Program through the USACE Galveston District for the update and enhancement of the City of Galveston's Sediment Management Strategies Plan and the establishment of the next phase in the regional sediment management for Galveston Island.	$ 300,000	$ -	Planning	Awaiting Authorization
IDCBRP	BEACH PERMIT AMENDMENTS - CEPRA 12	Amendment of two federal USACE permits held by the Park Board of Trustees of the City of Galveston that respectively authorize beach and dune restoration projects along the seawall and west of the seawall to the San Luis Pass inlet, not including the City of Jamaica Beach and the Galveston Island State Park.	$ 75,000	$ 69,125	In Progress	In Progress - Submitted application to USACE, awaiting approval
IDCGPD	Gulf Palms/Karankawa Drainage Design Project	Engineering & Design to address remediation efforts for beacah erosion impacts caused by flooding and drainage towards beach from Karankawa Beach and Gulf Palms neighborhoods. Plans will be utlitzed for potential grants and/or IDC funding.	$ 1,100,000		In Progress	Awaiting Contract Award

PROJECT NO. (EconDev)	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2024 STATUS
IDCLB	LAND BANK	Infill Redevelopment project	$ 250,000	$ -	Planning	On hold

PIBRDG	Pelican Island Bridge	City's portion of local match for construction of Pelican Island replacement bridge. (this is a split between Economic Development Silo and Infrastructure Silo)	$ 4,500,000	$ -	Planning	Planning Phase - awaiting AFA
PIBRDG	Pelican Island Bridge- Contingency	Contingency for overages for construction of Pelican Island replacement bridge	$ 900,000	$ -	Planning	Planning Phase - only use if needed
IDCALP	Airport Parking Lot Improvements	Parking lot improvements serving Hangars 70, 71 and 73 for business attraction and expansion efforts. Improvements will include site grading, paving, striping and landscape screening (as per City's Land Development Regulations) for the existing 120-vehicle gravel parking lot.	$ 200,000		Planning	Planning Phase - creation of design documents

PROJECT NO. (Infrastr.)	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2024 STATUS
IDCSCC	SIDEWALK & CURB CREW	Improvements to Sidewalks/Curbs. Residents to pay for materials.	$ 3,785,152	$ 3,236,169	Construction	Recurring and Ongoing. Phase 3 has begun for In-house Construction.
PIBRDG	Pelican Island Bridge	City's portion of local match to be used for construction of Pelican Island replacement bridge (this is a split between Economic Development Silo and Infrastructure Silo)	$ 500,000	$ -	Planning	Planning Phase - awaiting final determination on Advanced Funding Agreement
PIBRDG	Pelican Island Bridge- Contingency	Contingency funds to be set aside for expense overages during the construction of Pelican Island replacement bridge	$ 100,000	$ -	Planning	This is a set aside, only use if needed and original allotment is depleted.
IDCDIP	Drainage Improvement Pilot (DIP) Project	Phase 1 of the Lower-level service drainage improvements derived from the draft Stormwater Master Plan. Projects are conducted primarily with in-house staff. Project expenses will include equipment, materials and labor	$ 2,500,000	$ 811,131	In Progress	In Progress
IDCEBP	Property Acquisition for English Bayou Pumpstation	Real Estate Expenses related to the acquisiton of property near 59th & Broadway for the future English Bayou pumpstation	$ 1,108,165	$ 1,107,826	Complete	Transaction complete

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SCHOLES INTERNATIONAL AIRPORT

PROJECT NO.	PROJECT NAME	DESCRIPTION	TOTAL PROJECT BUDGET	EXPENSE TO DATE	CURRENT PHASE	FY 2025 STATUS
A1701	HANGAR CONSTRUCTION PROJECT	Construction of three hangars, consisting of a 8-unit nested T-hangar and two, 60' x 60' box hangars.	$ 5,419	$ 5,419	On hold	On Hold
A2204	ENGINEERING & DESIGN OF RUNWAY 14 RUNWAY SAFETY AREA (RSA)	Engineering and design services for improvements to the runway safety area for Runway 14	$ 206,650	$ 20,000	Active	Seeking Army COE Environmental Permit. Expect the final report in 2nd Quarter of FY 2025. The grant amount increased to $206,650 to cover environmental permitting.
A2301	TAXIWAY E REALIGNMENT, APRON RECONSTRUCTION, & DRAINAGE IMPROVEMENTS	Phase 1 of Taxiway E relocation and reconstruction, general aviation ramp reconstruction of three pad sites, and airfield drainage improvements	$ 6,444,445	$ 33,279	Active	Engineering and design started in the 2nd Quarter of FY 2024 and is expected to be completed in the 2nd Quarter of FY 2025. Construction is expected to start in the 3rd Quarter of FY 2025.
A2302	REPLACE 13 ATCT WINDOWS & FRAMES	Replaces 13 window frames with marine grade stainless steel frames and replaces 13 windows	$ 635,800	$ 635,800	Complete	Completed, July 2024
A2303	REPLACE AIRFIELD LIGHTING CONTROL & MONITORING SYSTEM	This project replaces the light control and monitoring system for the airfield lighting	$ 49,535	$ -	Active	Project award in 1st Quarter of FY 2024, with project completion in the 1st Quarter of FY 2025.
A2304	REPLACE ATCT ELEVATOR	This project replaces the current elevator that is no longer supported by the manufacturer	$ 244,787	$ 66,092	Active	Installation is ongoing with completion expected in the 1st Quarter of FY 2025.
A2305	RUNWAY 14 RUNWAY SAFETY AREA IMPROVEMENTS	Grading improvements to the RSA at the approach end of Runway 14	$ 6,000,000	$ -	Pending Funding	This project is on hold pending environmental approval. Construction has been pushed back to FY 2027.
	TERMINAL SECURITY CAMERA SYSTEM	Install a new video surveillance system for the airport terminal	$ 80,000		Pending Bidding	
	ENGINEERING & DESIGN TAXIWAY A, B, C, D, AND APRON REHABILITATION	Engineering and design services for improvements to Taxiways A, B, C, D, and Apron	$ 90,000	$ -	Pending Contract Approval	TxDOT added project to Draft CIP Listing for FY 2025
	CONSTRUCTION TAXIWAY A, B, C, D, AND APRON REHABILITATION	Final Rehabilitation project on the Taxiways and Apron	$ 2,550,388	$ -	Pending Funding	TxDOT added project to Draft CIP Listing for FY 2026
	MARKING RUNWAY 14/32, Runway 18/36, Taxiway A, B, C, D, E AND APRON	Remark all airside pavement with new markings to comply with FAA Part 139 standards.	$ 3,000,000	$ -	Pending Funding	TxDOT added project to Draft CIP Listing for FY 2029

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
IDC BEACH NOURISHMENT FUND 3190
AS OF 12/31/24

Cash Reconciliation		
Cash, Beginning Balance Oct 1, 2024	$	**10,492,019.76**
FY 2025: Interest	$	81,617.17
FY 2025: 4B Sales Tax ($1,910,583)	$	147,870.57
Total Cash Resources	**$**	**10,721,507.50**
Less: Expenditures	$	(139,810.42)
Less: Accounts/Retain Payable 09/30/24, Due from Stat	$	(115,806.40)
CASH, ENDING BALANCE AS OF 12/31/2024	**$**	**10,465,890.68**

Budget Reconciliation		
Cash, Ending 12/31/24	$	10,465,890.68
FY 2025: 4B Sales Tax	$	1,762,712.43 *(anticipated)*
FY 2025: Payables	$	(55,780.60)
Total Cash/Budget	**$**	**12,172,822.51**
Less: Encumbered	$	(196,179.10)
Less: Unencumbered	$	(4,392,897.45)
Available FY 2025		**7,583,745.96**

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET		CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
OPERATING								
OPERATING EXPENDITURES	2023	OPEXP	643,494		106,635	13,275	119,910	523,584
PROJECTS								
HURRICANE BERYL	2024	BERYL	79,484		61,036	18,448	79,484	0
KARANKAWA BEACH/GULF PALM DRAINAGE	2024	D2501	993,000		0	0	0	993,000
STEWART/BABES BEACH REMEDIATION	2020	IDCBBR	134,000		0	134,000	134,000	0
BABES BEACH - RENOURISHMENT.	2023	IDCBBP	1,811,313		0	0	0	1,811,313
BEACH REMEDIATION EQUIPMENT	2020	IDCBRE	0		27,920	7,080	35,000	(35,000)
GULF PALM DRAINAGE DESIGN PROJECT	2024	IDCGPD	1,100,000		0	0	0	1,100,000
STEWART BEACH PARKING ELEVATION	2020	IDCSPK	23,376		0	23,376	23,376	0
TOTAL BUDGET (established)			**$4,784,668**		**$195,591**	**$196,179**	**$391,770**	**$4,392,897**

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
IDC ECONOMIC DEVELOPMENT FUND 3191
AS OF 12/31/24

Cash Reconciliation		
Cash, Beginning Balance Oct 1, 2024	$	**10,100,482.57**
FY 2025: Interest	$	96,280.39
FY 2025: 4B Sales Tax ($1,910,583)	$	147,870.57
Total Cash Resources	**$**	**10,344,633.53**
Less: Expenditures	$	(111,796.41)
Less: Accounts/Retain Payable 09/30/24, Due from State	$	-
CASH, ENDING BALANCE AS OF 12/31/2024	**$**	**10,232,837.12**

Budget Reconciliation		
Cash, Ending 12/31/24	$	10,232,837.12
FY 2025: 4B Sales Tax	$	1,762,712.43
FY 2025: Payables	$	-
Total Cash/Budget	**$**	**11,995,549.55**
Less: Encumbered		(548,150)
Less: Unencumbered	$	(7,017,187.34)
Available FY 2025		**4,430,212.21**

****RETAINAGE PAYABLE INCLUDED****

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
OPERATING							
OPERATING EXPENDITURES	2023	OPEXP	325,984	111,796	10,000	121,796	204,187
PROJECTS							
37TH ST STORMWATER PUMP STATION	2024	D2503	1,000,000	0	0	0	1,000,000
TAXIWAY E IMPROVEMENTS	2023	A2301	538,150	0	538,150	538,150	0
AIRPORT PARKING LOT IMPROVEMENTS	2024	IDCALP	200,000	0	0	0	200,000
PELICAN ISLAND BRIDGE	2020	PIBRDG	5,400,000	0	0	0	5,400,000
HARBORSIDE DR - TRAFFIC SIGNAL 16-33	2024	TR2502	213,000	0	0	0	213,000
TOTAL BUDGET (established)			**$7,677,134**	**$111,796**	**$548,150**	**$659,946**	**$7,017,187**

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
IDC PARKS & RECREATION FUND 3192
AS OF 12/31/24

Cash Reconciliation		
Cash, Beginning Balance Oct 1, 2024	$	**2,861,729.80**
FY 2025: Interest	$	25,708.94
FY 2025: 4B Sales Tax ($1,910,583)	$	147,870.57
Total Cash Resources	**$**	**3,035,309.31**
Less: Expenditures	$	(323,280.84)
Less: Accounts/Retain Payable 09/30/24, Due from State	$	(134,807.49)
CASH, ENDING BALANCE AS OF 12/31/2024	**$**	**2,577,220.98**

Budget Reconciliation		
Cash, Ending 12/31/24	$	2,577,220.98
FY 2025: 4B Sales Tax	$	1,762,712.43
FY 2025: Payables	$	(59,834.42)
Total Cash/Budget	**$**	**4,280,098.99**
Less: Encumbered	$	(520,510.84)
Less: Unencumbered	$	(3,234,378.63)
Available FY 2025		**525,209.52**

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
OPERATING							
OPERATING EXPENDITURES	2023	OPEXP	912,210	25,683	0	25,683	886,527
CERTIFICATES OF OBLIGATION, 2022	2022	2022CO	44,825	44,825	0	44,825	0
IDC PROJECTS (Parks Crew Maintenance) (1)	2022	IDCPCR	550,000	103,699	0	103,699	446,301
LASKER COMMUNITY POOL (2)	2022	LASKER	500,000	125,000	0	125,000	375,000
PROJECTS							
JONES PARK		IDCJON	75,000	0	0	0	75,000
PARKS IMPRT/MAINTENANCE PACKAGE	2023	IDCPP4	4,460	0	4,460	4,460	0
IDC PARK PACKAGE #5	2024	IDCPP5	1,951,946	80,638	471,046	551,684	1,400,262
SANDHILL CRANE PROJECT	2021	IDCSHC	99,563	3,270	45,004	48,274	51,289
			$4,138,005	**$383,115**	**$520,511**	**$903,626**	**$3,234,379**

(1) Reimburse General Fund for maintenance expenditures as incurred.
(2) Transfer of funds to the Lasker Pool fund.

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
IDC INFRASTRUCTURE FUND 3193
AS OF 12/31/24

Cash Reconciliation		
Cash, Beginning Balance Oct 1, 2024	$	**6,847,318.13**
FY 2024: Interest/Other Financing Source	$	56,277.98
FY 2025: 4B Sales Tax ($1,910,583)	$	147,870.57
Total Cash Resources	**$**	**7,051,466.68**
Less: Expenditures	$	(1,295,514.97)
Less: Accounts Payable 09/30/24, Due from State	$	(550,354.52)
CASH, ENDING BALANCE AS OF 12/31/2024	**$**	**5,205,597.19**

Budget Reconciliation		
Cash, Ending 12/31/24	$	5,205,597.19
FY 2025: 4B Sales Tax	$	1,762,712.43
FY 2025: Payables	$	-
Previous Retainage	$	-
Total Cash/Budget	**$**	**6,968,309.62**
Less: Encumbered	$	(323,760.50)
Less: Unencumbered	$	(6,149,216.12)
Available FY 2025		**495,333.00**

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET		CASH PAID OUT	ENCUMBERED	RETAINAGE	TOTAL	PLANNED COMMITMENT
OPERATING									
OPERATING EXPENDITURES	2021	OPEXP	97,409		25,683	0	0	25,683	71,725
PARKS MAINTANENCE CREW	2019	IDCPCR	160,000		33,363	0	0	33,363	126,637
SIDEWALK CURB CREW - salary reim	2015	IDCSCC	435,000		86,353	0	0	86,353	348,647
PROJECTS									
DRAINAGE IMPROVEMENT PILOT	2024	IDCDIP	1,664,158		39,476	320,000	0	359,476	1,304,681
STORMWATER MASTER PLAN	2022	D2203	2,500,000		0	0		0	2,500,000
PELICAN ISLAND BRIDGE	2020	PIBRIDG	600,000		0	0		0	600,000
DOWNTOWN STREETSCAPE	2018	IDCDOW	1,203,761		2,814	3,761	0	6,574	1,197,186
ENGLISH BAYOU PUMP STATION	2024	IDCEBP	1,108,165		1,107,826	0		1,107,826	339
TOTAL BUDGET (established)			**$7,768,492**		**$1,295,515**	**$323,761**	**$0**	**$1,619,275**	**$6,149,216**

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
PARKS CO BONDS 2022 FUND 319201
AS OF 12/31/24

Cash Reconciliation	
Cash, Beginning Balance Oct 1, 2024	**$ 3,582,150.02**
FY 2025: Interest	$ 28,895.08
FY 2025: Other Revenue	$ -
Total Cash Resources	**$ 3,611,045.10**
Less: Expenditures	($902,149)
Less: Accounts/Retain Payable 09/30/24, Due from State	$ (340,908.27)
CASH, ENDING BALANCE AS OF 12/31/2024	**$ 2,367,987.60**

Budget Reconciliation	
Cash, Ending 12/31/24	$ 2,367,987.60
FY 2025: Other	$ -
FY 2025: Payables	$ -
Previous Retainage	$ (128,417.74)
Total Cash/Budget	**$ 2,239,569.86**
Less: Encumbered	$ (1,071,809.77)
Less: Unencumbered	$ (3,025,526.14)
Available FY 2025	**-1,857,766.05**

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET		CASH PAID OUT	ENCUMBERED	RETAINAGE	TOTAL	PLANNED COMMITMENT
PROJECTS									
PARKS PACKAGE #2									
SANDHILL CRANE PROJECT	April, 2021	IDCSHC	5,127,903		1,030,567	1,071,810	0	2,102,377	3,025,526
TOTAL BUDGET (established)			**$5,127,903**		**$1,030,567**	**$1,071,810**	**$0**	**$2,102,377**	**$3,025,526**

CITY OF GALVESTON

CASH & BUDGET RECONCILIATION REPORT
INFRASTRUCTURE & DEBT SERVICE FUND 3199
AS OF 12/31/24

Cash Reconciliation		
Cash, Beginning Balance Oct 1, 2024	$	**5,571,530.74**
FY 2025: Interest	$	68,943.64
FY 2025: Other Revenue	$	1,632,383.75
FY 2025: Transfer from GF*	$	-
Total Cash Resources	**$**	**5,571,530.74**
Less: Expenditures	$	(139,765.80)
Less: Accounts/Retainage Payable as of 09/30/2024	$	(101,820.56)
CASH, ENDING BALANCE AS OF 12/31/2024	**$**	**5,469,710.18**

Budget Reconciliation			
Cash, Ending 12/31/24	$	5,469,710.18	
FY 2025: Transfer In GF*	$	6,529,535.00	*(to be transferred)*
FY 2025: Retainage	$	-	
FY 2025: Payables	$	(31,179.28)	
Total Cash/Budget	**$**	**11,999,245.18**	
Less: Encumbered	$	(3,676,158.98)	
Less: Unencumbered	$	(5,862,986.94)	
Available FY 2025		**2,289,154.18**	

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	RETAINAGE/ ADJUSTMENT	TOTAL	PLANNED COMMITMENT
Transfer to Technology Improvement Fund	FY 2025		500,000	0	0		0	500,000
Available for Appropriations	FY 2025	AVAIL	152,193	0	0		0	152,193
DRAINAGE PROJECTS								
CHURCH ST DRAINAGE IMPROVEMENTS	September, 2020	D1604	618	618	0		618	0
MASTER DRAINAGE PLAN and FEASIBILITY STUDY		D1701	244,940	6,564	238,377		244,940	0
PILOT STORM WATER PUMP ST - 14TH ST	October, 2019	D1901	1,353	1,353	0		1,353	0
SOUTH SHORE PUMP STATION	January, 2022	D2101	27	0	27		27	0
STORM WATER MASTER PLAN - CIP RECOMMENDATION	February, 2022	D2203	2,469	2,469	0		2,469	0
18TH STS STORMWATER PUMP STATION	2024	D2502	541,200	0	0		0	541,200
DRAINAGE CONTINGENCY	2023	DCONT					0	0
STREET PROJECTS								
IN HOUSE STREETS 2024	October, 2023	IHST24	15,348	15,348	861,525		876,873	(861,525)
IN HOUSE STREETS 2025	2025	IHST25	1,757,573	0	0		0	1,757,573
23RD ST - BROADWAY TO SEAWALL (COUNTY)	2022	ST1806	38,000	31,179	6,821		38,000	0
37TH ST - BROADWAY TO AVE P	October, 2021	ST1901	2,428	2,428	8,301		10,729	(8,301)
37TH ST - AVE P TO SEAWALL	October, 2021	ST1902	2,283	2,283	8,301		10,584	(8,301)
35TH ST - POST OFFICE TO BROADWAY	March, 2021	ST2003	299	299	0		299	0
PAVEMENT CONDITION ASSESSMENT	December, 2022	ST2304	0	0	0		0	0
ISLAND WIDE ACTION SAFETY PLAN	September, 2023	ST2401	38,000	66,624	191,000		257,624	(219,624)
STREETS CONTINGENCY	October, 2022	STCONT	65,325	0	0		0	65,325
OTHER PROJECTS								
REMODELING OF OFFICE	October, 2023	REMODE	0	0	0		0	0
STREETS - PROJECT MANAGEMENT	October, 2022	STPMC	227,380	0	0		0	227,380
TRAFFIC SIGNALS THROUGHOUT CITY	October, 2021	TR2102	286,110	9,300	56,500		65,800	220,310
HARBORSIDE DR - BNSF RR CROSSING	2024	TR2501	95,000	0	0		0	95,000
CAPITAL OUTLAY - EQUIPMENT	MARCH, 2023	EQUIP	0	0	0		0	0
EAST PARKING LOT - GARAGE		F1801	55,000	0	0		0	55,000
GARAGE STORAGE TANK REPLACEMENT	Pending	F2101	900,000	12,474	23,981		36,455	863,545
FIRE STATION/SAFE ROOM	Pending	F2402	753,622	3,877	88,363		92,239	661,383
FIRE APPARATUS	FY2021	FA	2,143,289	0	2,143,289		2,143,289	0
CITY HALL RENOVATION	November, 2018	CH1702	91,152	315	49,675		49,991	41,162
JAMAIL PARK RR TRAILER	July, 2024	JAMPK	2,817	2,817	0		2,817	0
GARDEN VEREIN MAINTENANCE	July, 2024	GVMAIN	540	540	0		540	0
THIRD FLOOR CITY HALL RENOVATION		CH2401	1,793,125	12,457	0		12,457	1,780,668
TOTAL BUDGET (established)			**$9,710,091**	**$170,945**	**$3,676,159**	**$0**	**$3,847,104**	**$5,862,987**

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
2019 GO BONDS FUND 3219
AS OF 12/31/24

Cash Reconciliation		
Cash, Beginning Balance Oct 1, 2024	$	**8,190,310.14**
FY 2025: Interest	$	55,086.97
FY 2025: Other	$	-
Total Cash Resources	**$**	**8,245,397.11**
Less: Expenditures	$	(583,081.03)
Less: Accounts/Retainage Payable as of 09/30/24	$	(256,132.06)
CASH, ENDING BALANCE AS OF 12/31/2024	**$**	**7,406,184.02**

Budget Reconciliation		
Cash, Ending 12/31/24	$	7,406,184.02
FY 2025: Transfers	$	-
FY 2025: Payables	$	-
Retainage	$	(142,043.36)
Total Cash/Budget	**$**	**7,264,140.66**
Less: Encumbered		($235,770)
Less: Unencumbered		($5,465,564)
Available FY 2025		**1,562,807.28**

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	RETAINAGE/ ADJUSTMENT	PLANNED COMMITMENT
DRAINAGE PROJECTS								
CHURCH STREET DRAINAGE IMPROVEMENT	SEPT, 2020	D1604	75,000	75,000	0	75,000	0	0
PILOT STORM WATER PUMP STATION 14TH ST	AUGUST, 2020	D1901	2,822,695	32,732	57,468	90,201	0	2,732,494
SOUTH SHORE PUMP STATION	JANUARY, 2022	D2101	1,424,274	0	5,600	5,600	0	1,418,674
STORMWATER PUMP STATION	JANUARY, 2022	D2202	5,600	0	5,600	5,600	0	0
STREET PROJECTS								
37TH ST - BROADWAY TO AVE P	OCTOBER, 2021	ST1901	346,785	8,692	35,949	44,641	0	302,144
37TH ST - AVE P TO SEAWALL	OCTOBER, 2021	ST1902	501,914	24,049	78,295	102,344	0	399,570
35TH ST - POSTOFFICE TO BROADWAY	DECEMBER, 2017	ST2003	728,039	62,500	52,857	115,357	0	612,682
YIELD REDUCTION PAYMENT	January, 2025		522,152	522,152	0	522,152		0
TOTAL BUDGET (established)			**$6,426,458**	**$725,124**	**$235,770**	**$960,894**	**$0**	**$5,465,564**

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
WATERWORKS IMPROVEMENT FUND 40102
AS OF 12/31/24

Cash Reconciliation		
Cash, Beginning Balance Oct 1, 2024	$	**385,793.33**
FY 2025: Interest	$	2,153.72
FY 2025: Transfers**		
Total Cash Resources	**$**	**387,947.05**
Less: Expenditures	$	-
Less: Accounts Payable as of 09/30/24	$	(70,110.00)
CASH, ENDING BALANCE AS OF 12/31/2024	**$**	**317,837.05**

Budget Reconciliation		
Cash, Ending 12/31/24	$	317,837.05
FY 2025: Transfers		
FY 2025: Payables	$	-
FY 2025: Retainage	$	-
Total Cash/Budget	**$**	**317,837.05**
Less: Encumbered	$	(378,826.09)
Less: Unencumbered	$	(25,199.91)
Available FY 2025		**(86,188.95)**

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET		CASH PAID OUT	ENCUMBERED	TOTAL	RETAINAGE/ ADJUSTMENT	PLANNED COMMITMENT
PROJECTS									
RENEWAL AND REPALCEMENT PROGRAM	October, 2022	WRENEW	404,026		0	378,826	378,826	0	25,200
		TOTAL BUDGET (established)	**$404,026**		**$0**	**$378,826**	**$378,826**	**$0**	**$25,200**

(1) FEMA has approved expenditures for the improvement of the City's fire hydrants as FEMA eligible; however, it is not likely that FEMA will approve grant cash being drawn to cover the project until other FEMA funding issues are resolved. In the interim, local funds will have to be apropriated to fund this project in the amount shown.

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
SEWER IMPROVEMENT FUND 42102
AS OF 12/31/24

Cash Reconciliation		
Cash, Beginning Balance Oct 1, 2024	$	**460,920.59**
FY 2025: Interest	$	2,754.58
FY 2025: Transfer	$	-
Total Cash Resources	**$**	**463,675.17**
Less: Expenditures	$	(17,000.00)
Less: Accounts/Retainage Payable as of 09/30/24	$	(57,164.06)
CASH, ENDING BALANCE AS OF 12/31/2024	**$**	**389,511.11**

Budget Reconciliation			
Cash, Ending 12/31/24	$	389,511.11	
FY 2025: Transfers**	$	-	*(to be transferred)*
FY 2025: Payables	$	-	
Total Cash/Budget	**$**	**389,511.11**	
Less: Encumbered	$	(35,123.31)	
Less: Unencumbered	$	(291,912.69)	
Available FY 2025		**62,475.11**	

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
PROJECTS							
PIRATES BEACH WWTP	February, 2016	S1601	30,046	0	0	0	30,046
PIRATES BEACH WWTP	February, 2016	S1607	9,868	0	9,868	9,868	0
RENEWAL AND REPLACEMENT PROGRAM	October, 2022	SRENEW	304,122	17,000	25,256	42,256	261,866
TOTAL BUDGET (established)			**$344,036**	**$17,000**	**$35,123**	**$52,123**	**$291,913**

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
AIRPORT IMPROVEMENT FUND 43302
AS OF 12/31/24

Cash Reconciliation		
Cash, Beginning Balance Oct 1, 2024	$	**585,322.03**
FY 2025: Interest	$	3,584.05
FY 2025: Other Financing Source	$	-
Total Cash Resources	**$**	**588,906.08**
Less: Expenditures	$	(51,925.00)
Less: Accounts Payable as of 09/30/24	$	-
CASH, ENDING BALANCE AS OF 12/31/2024	**$**	**536,981.08**

Budget Reconciliation		
Cash, Ending 12/31/24	$	536,981.08
FY 2025: Transfers	$	-
FY 2025: Payables	$	-
Total Cash/Budget	**$**	**536,981.08**
Less: Encumbered	$	(108,945.00)
Less: Unencumbered	$	(543,636.00)
Available FY 2025		**(115,599.92)**

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
PROJECTS							
TAXIWAY E IMPROVEMENTS	2023	A2301	538,150	0	0	0	538,150
ATCT WINDOW REPLACEMENT	June, 2023	A2302	9,080	0	0	0	9,080
RUNWAY 14 SAFETY AREA IMPROVEMENTS	2023	A2305	77,226	0	0	0	77,226
AIRPORT VIDEO SURVEILLANCE CAMERAS	2024	A2501	77,850	0	82,850	82,850	(5,000)
AIRFIELD SIGNAGE PANEL REPLACEMENT	2024	A2502	2,200	0	0	0	2,200
SLIDE GATE REPLACEMENT FOR FS#4	2024	A2504	0	0	17,595	17,595	(17,595)
HURRICANE BERYL	July, 2024	BERYL	0	51,925	8,500	60,425	(60,425)
TOTAL BUDGET (established)			**$704,506**	**$51,925**	**$108,945**	**$160,870**	**$543,636**

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
DRAINAGE IMPROVEMENT FUND 44102
AS OF 12/31/24

Cash Reconciliation		
Cash, Beginning Balance Oct 1, 2024	**$**	**237,579.57**
FY 2025: Interest	$	1,620.86
FY 2025: Transfers	$	-
Total Cash Resources	**$**	**239,200.43**
Less: Expenditures	$	-
	$	-
CASH, ENDING BALANCE AS OF 12/31/2024	**$**	**239,200.43**

Budget Reconciliation		
Cash, Ending 12/31/24	$	239,200.43
FY 2025: Transfers	$	-
FY 2025: Payables	$	-
Total Cash/Budget	**$**	**239,200.43**
Less: Encumbered	$	-
Less: Unencumbered	$	(57,500.00)
Available FY 2025		**181,700.43**

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET		CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
STORMWATER MODELING SOFTWARE	2024	D2201	57,500		0	0	0	57,500
TOTAL BUDGET (established)			**$57,500**		**$0**	**$0**	**$0**	**$57,500**

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
WATERWORKS CO 2019 BONDS FUND 40119
AS OF 12/31/24

Cash Reconciliation		
Cash, Beginning Balance Oct 1, 2024	$	**3,447,553.54**
FY 2025: Interest	$	37,749.84
FY 2025:	$	-
Total Cash Resources	**$**	**3,485,303.38**
Less: Expenditures	$	(89,352.69)
Less: Accounts/Retainage Payable as of 09/30/24	$	(128,256.87)
CASH, ENDING BALANCE AS OF 12/31/2024	**$**	**3,267,693.82**

Budget Reconciliation		
Cash, Ending 12/31/24	$	3,267,693.82
FY 2025: Transfers		
FY 2025: Payables	$	-
Previous Year Retainage	$	(18,814.69)
Total Cash/Budget	**$**	**3,248,879.13**
Less: Encumbered	$	(998,987.39)
Less: Unencumbered	$	(651,110.60)
Available FY 2025		**1,598,781.14**

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	RETAINAGE/ ADJUSTMENT	TOTAL	PLANNED COMMITMENT
PROJECTS								
23RD ST - BROADWAY TO SEAWALL (COUNTY	May, 2022	ST1806	9,606	9,606	0	0	9,606	0
AVE S - 53RD TO SEAWALL (COUNTY)	May, 2022	ST1807	707	707	0	0	707	0
37TH ST - BROADWAY TO AVE P	October, 2021	ST1901	77,839	22,232	56,598	(990)	78,830	0
37TH ST - AVE P TO SEAWALL	October, 2021	ST1902	77,694	22,087	56,598	(990)	78,685	0
35TH ST - POST OFFICE TO BROADWAY	March, 2021	ST2003	299	299	0		299	0
10 MILE RD ELEVATED STORAGE TANK	December, 2017	W1601	287,895	0	287,895	0	287,895	0
REHAB 30" 1890 WATERLINE	August, 2016	W1605	36,334	525	35,809	0	36,334	0
WATER PROJECT MANAGEMENT	October, 2022	WPMC	476,117	0	0	0	0	476,117
AIRPORT PS GROUND STORAGE TANK PHASI	June, 2019	W1901	149,610	0	149,610	0	149,610	0
EPA LEAD AND COPPER	June, 2022	W2202	617,295	27,843	414,458	0	442,301	174,994
UTMB WATER TANK DISINFECT IMPROVEMEN	August, 2023	W2302	1,364	1,364	0	0	1,364	0
WATER MASTER PLAN	June, 2023	W2303	3,082	3,082	0		3,082	0
59TH STREET WATER STORAGE TANK	June, 2023	W2309	3,588	3,588	0	0	3,588	0
TOTAL BUDGET (established)			**$1,741,431.02**	**$91,333.03**	**$1,000,967.73**	**($1,980.34)**	**$1,092,300.76**	**$651,110.60**

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
WATERWORKS CO 2022 BONDS FUND 40122
AS OF 12/31/24

Cash Reconciliation	
Cash, Beginning Balance Oct 1, 2024	**$ 31,788,067.77**
FY 2025: Interest	$ 216,516.10
FY 2025: Other Sources	$ -
Total Cash Resources	**$ 32,004,583.87**
Less: Expenditures	$ (226,437.57)
Less: Accounts/Retainage Payable as of 09/30/24	$ (198,594.27)
CASH, ENDING BALANCE AS OF 12/31/2024	**$ 31,579,552.03**

Budget Reconciliation		
Cash, Ending 12/31/24	$	31,579,552.03
FY 2025: Transfers	$	-
FY 2025: Payables	$	-
Total Cash/Budget	**$**	**31,579,552.03**
Less: Encumbered	$	(2,901,492.99)
Less: Unencumbered	$	(23,509,601.87)
Available FY 2025		**5,168,457.17**

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
PROJECTS							
FIRE HYDRANTS (HURRICANE IKE)	February, 2013	FD-132	325,908	0	25,908	25,908	300,000
RENEWAL AND REPLACEMENT	October, 2024	WRENEW					
10 MILE RD ELEVATED STORAGE TANK	December, 2017	W1601	2,825,000	867	125,300	126,167	2,698,833
REHAB 30" 1890 WATERLINE	August, 2016	W1605	1,069,018	0	103,125	103,125	965,893
WATER SYSTEM IMPROVEMENTS / VALVES	July, 2019	W1618	326,250	0	26,250	26,250	300,000
ADVANCED METERING INFRASTRUCTURE	December, 2021	W2101	838,090	308,298	529,792	838,090	0
UTMB WATER TANK DISINFECTION IMPV.	October, 2022	W2302	34,683	0	34,683	34,683	0
WATER MASTER PLAN	October, 2022	W2303	1,161,606	72,401	490,564	562,965	598,641
CAUSEWAY WL SHARED MAINT. PROGRAM	October, 2022	W2304	1,000,000	(155,942)	0	(155,942)	1,155,942
GCWA SUPPLY PL MOD. SH3	October, 2022	W2305	2,251,412	0	1,125,706	1,125,706	1,125,706
UTMB WATER STORAGE TANKS	October, 2023	W2307	1,820,000	814	0	814	1,819,187
AIRPORT WATER STORAGE TANKS	October, 2023	W2308	325,000	0	0	0	325,000
59TH ST WATER STORAGE TANK	October, 2023	W2309	698,125	0	103,125	103,125	595,000
IH45/61ST ST FLYOVER WATER IMPROVEMEN	September, 2023	W2402	1,000,000	0	0	0	1,000,000
ALTA LOMA WELL FIELD STUDY	October, 2022	W2404	337,040	0	337,040	337,040	0
ISLA DEL SOL PUMP STATION	2024	W2501	5,703,500	0	0	0	5,703,500
JAMAICA BEACH 1.5MG GST	2024	W2502	5,582,400	0	0	0	5,582,400
DECOMMISSION WHITE SANDS ELEV TANK	2024	W2503	164,500	0	0	0	164,500
30" WL-AIRPORT PS TO STEWART	2024	W2504	550,000	0	0	0	550,000
UNIDIRECTIONAL FLUSHING PROGRAM	2024	W2506	625,000	0	0	0	625,000
			$26,637,532	**$226,438**	**$2,901,493**	**$3,127,931**	**$23,509,602**

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
SEWER CO 2019 BONDS FUND 42119
AS OF 12/31/24

Cash Reconciliation		
Cash, Beginning Balance Oct 1, 2024	$	**2,142,452.48**
FY 2025: Interest	$	22,876.06
FY 2025: Other	$	-
Total Cash Resources	**$**	**2,165,328.54**
Less: Expenditures	$	(102,693.23)
Less: Accounts/Retainage Payable as of 09/30/24	$	(141,821.58)
CASH, ENDING BALANCE AS OF 12/31/2024	**$**	**1,920,813.73**

Budget Reconciliation		
Cash, Ending 12/31/24	$	1,920,813.73
FY 2025: Transfers	$	-
FY 2025: Payables	$	-
Previous Year Retainage	$	(47,671.65)
Total Cash/Budget	**$**	**1,920,813.73**
Less: Encumbered		($232,525)
Less: Unencumbered	$	(990,125.61)
Available FY 2025		**698,162.83**

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	RETAINAGE/ ADJUSTMENT	TOTAL	PLANNED COMMITMENT
PROJECTS								
PIRATES BEACH WWTP	October, 2015	S1601	149,151	30,424	28,856	0	59,280	89,871
PIRATES BEACH WWTP	October, 2015	S1607	3,354	3,354	0	0	3,354	0
LS PUMP /ELECTRIC IMPROVEMENTS	October, 2016	S1701	106,258	15,785	90,473	0	106,258	0
BELT PRESS/SOLID DEWATERING WWTP	October, 2023	S2201	180	180	0	0	180	0
23RD - BROADWAY TO SEAWALL (COUNTY)	May, 2022	ST1806	9,606	9,606	0	0	9,606	0
AVE S - 53RD TO SEAWALL (COUNTY)	May, 2022	ST1807	707	707	0		707	0
37TH ST - BROADWAY TO SEAWALL	October, 2021	ST1901	77,839	22,232	56,598	(990)	78,830	(0)
37TH ST - AVE P TO SEAWALL	October, 2021	ST1902	77,694	22,087	56,598	(990)	78,685	0
35TH ST - POST OFFICE TO BROADWAY	March, 2021	ST2003	299	299	0	0	299	0
SUPERVISORY CONTROL & DATA ACQUISITION	October, 2022	SCADA	439,493	0	0	0	0	439,493
SEWER PROJECT MANAGEMENT	October, 2022	SPMC	460,762	0	0	0	0	460,762
TOTAL BUDGET (established)			**$1,325,344**	**$104,674**	**$232,525**	**($1,980)**	**$337,199**	**$990,126**

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
SEWER CO 2022 BONDS FUND 42122
AS OF 12/31/24

Cash Reconciliation	
Cash, Beginning Balance Oct 1, 2024	**$ 30,466,270.23**
FY 2025: Interest	$ 320,724.73
FY 2025: Other	$ -
Total Cash Resources	**$ 30,786,994.96**
Less: Expenditures	$ (2,121,635.55)
Less: Accounts/Retainage Payable as of 09/30/24	$ (1,123,449.54)
CASH, ENDING BALANCE AS OF 12/31/2024	**$ 27,541,909.87**

Budget Reconciliation	
Cash, Ending 12/31/24	$ 27,541,909.87
FY 2025: Prev Retainage	$ (45,197.94)
FY 2025: Payables	$ (4,777.15)
Total Cash/Budget	**$ 27,491,934.78**
Less: Encumbered	$ (10,569,970.08)
Less: Unencumbered	$ (18,957,050.07)
Available FY 2025	**$ (2,035,085.37)**

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	RETAINAGE/ ADJUSTMENT	TOTAL	PLANNED COMMITMENT
PROJECTS								
PIRATES BEACH WWTP	June, 2018	S1601	13,809,973	2,081,660	9,785,110	(166,638)	11,866,769	1,943,204
LS PUMP /ELECTRIC IMPROVEMENTS	October, 2016	S1701	2,393,315	0	0		0	2,393,315
TERRAMAR WWTP UPGRADE	November, 2020	S1903	1,250,000	0	0		0	1,250,000
BELT PRESS/SOLID DEWATERING WWTP	October, 2022	S2201	9,964,004	50,112	267,392		317,504	9,646,500
SANITARY SEWER MASTER PLAN	August, 2023	S2203	695,860	129,847	436,909		566,756	129,105
SEAWOLF PARK WWTP	September, 2023	S2402	1,225,000	0	0		0	1,225,000
BLOWER REPLACEMENT PROJECT	2024	S2501	625,000	0	0		0	625,000
LIFT STATION RETROFIT PROGRAM	2024	S2502	800,000	3,062	109,346		112,408	687,592
SANITARY SEWER REHABILITATION PROGRAM	October, 2022	SLINE4	218,755	4,777	137,853		142,630	76,125
SANITARY SEWER REHABILITATION PROGRAM	2024	SLINE5	1,050,000	68,791	0		68,791	981,209
TOTAL BUDGET (established)			**$32,031,908**	**$2,338,249**	**$10,736,608**	**($166,638)**	**$13,074,858**	**$18,957,050**

*S1601-change order for PO did not happen until 1/8/25

Fund balance does not reflect the $1,251,108 increase

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
AMERICAN RESCUE PLAN - FUND 1218
AS OF 12/31/24

Cash Reconciliation		
Cash, Beginning Balance Oct 1, 2024	$	**4,122,327.35**
FY 2025: Interest/Intergovernmental Revenue	$	34,281.79
FY 2025: US Department of Treasury	$	-
Total Cash Resources	**$**	**4,156,609.14**
Less: Expenditures		($1,253,452)
Less: Accounts Payable as of 09/30/24	$	(713,644.15)
CASH, ENDING BALANCE AS OF 12/31/2024	**$**	**2,189,512.92**

Budget Reconciliation		
Cash, Ending 12/31/24	$	2,189,512.92
FY 2025: Accrue Rev	$	(39,428.44)
FY 2025: Payables	$	-
Previous Retainage	$	(420,499.72)
Total Cash/Budget	**$**	**2,150,084.48**
Less: Encumbered	$	(681,198.47)
Less: Unencumbered		$367,060
Available FY 2025	**$**	**1,835,946.50**

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET	CASH PAID OUT	ENCUMBERED	TOTAL	RETAINAGE/ ADJUSTMENT	PLANNED COMMITMENT
SEWER INFILTRATION & INFLOW	July, 2021	S2101	-	-	-	-	0	-
ADVANCED METERING INFRASTRUCTURE	February, 2022	W2101	223,614	0	223,614	223,614	0	0
PROJECT MANAGEMENT AND INSPECTION	July, 2021	PMGNT	0	0	0	0	0	0
PIRATES BEACH WWTP	July, 2021	S1601	1,343,976	1,253,452	457,584	1,711,037	0	(367,060)
TOTAL BUDGET (established)			**$1,567,590**	**$1,253,452**	**$681,198**	**$1,934,651**	**$0**	**($367,060)**

S1601-PO change order was done 1/8/25

Fund balance does not reflect the $1,251,108 decrease

CITY OF GALVESTON
CASH & BUDGET RECONCILIATION REPORT
SANITATION CO 2022 BONDS FUND 43202
AS OF 12/31/24

Cash Reconciliation		
Cash, Beginning Balance Oct 1, 2024	$	**2,682,943.12**
FY 2025: Interest	$	17,784.41
FY 2025: Other	$	-
Total Cash Resources	**$**	**2,700,727.53**
Less: Expenditures	$	(51,831.50)
Less: Accounts/Retainage Payable as of 09/30/24	$	(51,831.50)
CASH, ENDING BALANCE AS OF 12/31/2024	**$**	**2,597,064.53**

Budget Reconciliation		
Cash, Ending 12/31/24	$	2,597,064.53
FY 2025: Transfers	$	-
FY 2025: Payables	$	-
Total Cash/Budget	**$**	**2,597,064.53**
Less: Encumbered	$	-
Less: Unencumbered	$	-
Available FY 2025	**$**	**2,597,064.53**

PROJECT	COUNCIL APPROVAL	ACTIVITY CODE	APPROVED BUDGET		CASH PAID OUT	ENCUMBERED	TOTAL	PLANNED COMMITMENT
PROJECTS								
PURCHASE OF SANITATION VEHICLES	2022		51,832		51,832	-	51,832	0
TOTAL BUDGET (established)			**$51,832**		**$51,832**	**$0**	**$51,832**	**$0**


CITY OF GALVESTON
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TEXAS

SUMMARY OF BERYL COSTS
Fiscal Year 2025 - December Report

EXPENDITURE SUMMARY

	City-Wide	General Fund	Enterprise	Other (1)
Personnel Services	$33,909	$28,959	$2,209	$2,740
Materials and Supplies	90,872	$28,135	$62,737	$0
Contractual Services	558,518	$281,398	$62,895	$214,225
Other Charges and Services	0	$0	$2,971	($2,971)
Capital Outlay	8,500	$0	$0	$8,500
TOTAL	**$691,799**	**$338,493**	**$130,812**	**$222,495**
Reimbursements - TWIA **(2)**	$8,408	$0	$1,299	$7,108

LINE ITEM DETAIL

	City-Wide	General Fund	Enterprise	Other (1)
Personnel Services				
Regular Payroll	$28,124	$24,023	$1,831	$2,270
Overtime	$0	$0	$0	0
Part-Time Payroll	$0	$0	$0	0
Social Security - Employer's	$1,693	$1,448	$109	135
Medicare - Employer's	$396	$339	$25	32
City Employee Retirement	$3,697	$3,150	$244	303
Police Retirement	0	$0	0	0
Total Personnel Services	**$33,909**	**$28,959**	**$2,209**	**$2,740**
Materials and Supplies				
Parks Supplies & Equipment	28,135	28,135	0	0
Fuel And Lubricants	0	0	0	0
Electrical Hardware	973	0	973	0
Minor Tools	0	0	0	0
Minor Equipment	2,172	0	2,172	0
Pipe and Plumbing Supplies	31,405	0	31,405	0
Equipment Parts	28,187	0	28,187	0
Total Materials and Supplies	**$90,872**	**$28,135**	**$62,737**	**$0**
Contractual Services				
Consultant Services	8,959	8,959	0	0
Temporary Employee Services	25,220	25,220	0	0
Sludge Removal	0	0	0	0
Other Contracts	95,704	8,370	7,950	79,384
Building Repairs	214,791	33,350	47,673	133,768
Equipment Repairs	206,576	205,500	0	1,076
Equipment Rental	7,269	0	7,272	(3)
Total Contractual Services	**$558,518**	**$281,398**	**$62,895**	**$214,225**
Other Charges and Services				
Project Mgmt Costs (Capital)	0	0	2,971	(2,971)
Total Other Charges and Services	**$0**	**$0**	**$2,971**	**($2,971)**
Capital Outlay				
Capital Outlay - Improvements	8,500	0	0	8,500
Total Capital Outlay	**$8,500**	**$0**	**$0**	**$8,500**
Total Expenses (3)	**$691,799**	**$338,493**	**$130,812**	**$222,495**

FY 2024 Total Expenses	$3,024,598
Less: FY 2024 Expenses carried into Q1 FY 2025	($52,163)
BERYL EXPENSES TO DATE	**$3,664,234**

Notes

(1) Other funds include expenses paid from Facilities Maintenance, Revenue Producing Parks, and CIP Funds.

(2) TWIA Reimbursements are a direct offset to expenses and decrease the anticipated FEMA Reimbursement.

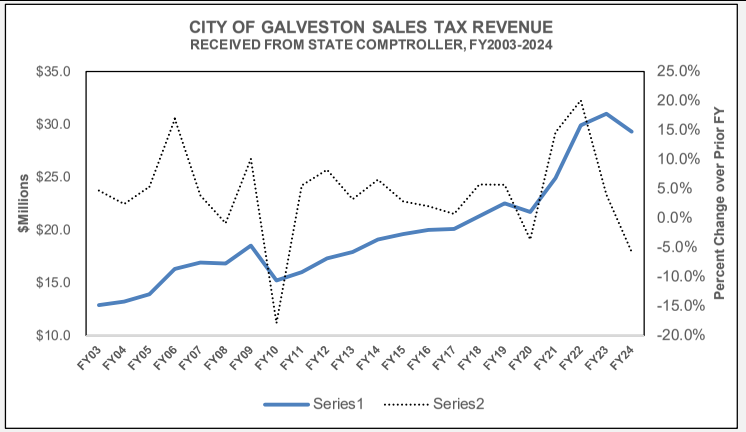
(3) The expenditures included in this report are limited to what had been incurred between October 1, 2024 and December 31, 2024. Total Beryl costs are projected to be approximately $9 million, of which approximately $1.9 million would be the local share paid by City of Galveston.

CITY OF GALVESTON PROPERTY TAX COLLECTIONS
MONTHLY AND YEAR TO DATE TOTALS FY 2020-2025 IN THOUSANDS ($000S)
INCLUDING TAXES PASSED THROUGH TO LIBRARY, TAX INCREMENT ZONES AND MUDS

MONTHLY PROPERTY TAX COLLECTION TOTALS												
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September
2020	271.1	3,522.5	12,087.1	13,025.4	4,254.4	730.8	680.9	556.0	1,191.8	761.7	243.0	166.2
2021	491.8	3,901.4	9,243.3	14,724.2	6,193.5	1,344.7	706.6	636.1	1,288.2	736.2	255.7	134.8
2022	1,360.5	4,001.8	13,510.3	12,667.3	5,652.5	1,089.7	546.0	644.0	1,011.0	656.0	339.8	145.6
2023	851.4	4,205.1	8,839.5	18,791.9	6,038.0	1,393.5	630.0	617.7	1,328.4	851.8	233.8	183.2
2024	374.9	4,456.9	8,930.3	22,240.1	5,638.4	869.3	663.0	733.8	1,137.7	772.2	292.7	137.9
5 Year Average	**$ 610.9**	**$ 3,566.2**	**$ 10,404.7**	**$ 12,796.5**	**$ 4,594.4**	**$ 979.4**	**$ 550.0**	**$ 542.4**	**$ 1,011.2**	**$ 725.9**	**$ 228.8**	**$ 129.7**
2024	1,266.7	3,583.5	15,370.7	16,882.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
YEAR TO DATE PROPERTY TAX COLLECTION TOTALS												
	October	November	December	January	February	March	April	May	June	July	August	September
2020	271.1	3,793.6	15,880.7	28,906.1	33,160.5	33,891.3	34,572.2	35,128.2	36,320.0	37,081.7	37,324.7	37,490.9
2021	491.8	4,393.2	13,636.5	28,360.7	34,554.2	35,898.9	36,605.5	37,241.6	38,529.8	39,266.0	39,521.7	39,656.5
2022	1,360.5	5,362.3	18,872.6	31,539.9	37,192.4	38,282.1	38,828.1	39,472.1	40,483.1	41,139.1	41,478.9	41,624.5
2023	851.4	5,056.5	13,896.0	32,687.9	38,725.9	40,119.4	40,749.4	41,367.1	42,695.5	43,547.3	43,781.1	43,964.3
2024	374.9	4,831.8	13,762.1	36,002.2	41,640.6	42,509.9	43,172.9	43,906.7	45,044.4	45,816.6	46,109.3	46,247.2
5 Year Average	**$ 819.9**	**$ 4,626.5**	**$ 14,955.5**	**$ 29,693.1**	**$ 34,848.6**	**$ 35,906.8**	**$ 36,542.5**	**$ 37,125.5**	**$ 38,275.5**	**$ 39,031.3**	**$ 39,294.5**	**$ 39,440.3**
2024	1,266.7	4,850.2	20,220.9	37,103.6								
YTD PROPERTY TAX COLLECTION TOTALS AS PERCENT OF YEAREND TOTAL												
	October	November	December	January	February	March	April	May	June	July	August	September
2020	0.7%	10.1%	42.4%	77.1%	88.4%	90.4%	92.2%	93.7%	96.9%	98.9%	99.6%	100.0%
2021	1.2%	11.1%	34.4%	71.5%	87.1%	90.5%	92.3%	93.9%	97.2%	99.0%	99.7%	100.0%
2022	3.3%	12.9%	45.3%	75.8%	89.4%	92.0%	93.3%	94.8%	97.3%	98.8%	99.7%	100.0%
2023	1.9%	11.5%	31.6%	74.4%	88.1%	91.3%	92.7%	94.1%	97.1%	99.1%	99.6%	100.0%
5 Yrs Max Rev	**0.7%**	**10.1%**	**31.6%**	**71.5%**	**87.1%**	**90.4%**	**92.2%**	**93.7%**	**96.8%**	**98.8%**	**99.6%**	**100.0%**
5 Yrs Min Rev	**3.3%**	**13.1%**	**45.3%**	**78.3%**	**89.4%**	**92.0%**	**93.3%**	**94.8%**	**97.3%**	**99.1%**	**99.7%**	**100.0%**
5 Year Average	**2.1%**	**11.7%**	**38.0%**	**75.4%**	**88.4%**	**91.0%**	**92.6%**	**94.1%**	**97.0%**	**99.0%**	**99.6%**	**100.0%**
20 Year Average	**1.4%**	**9.8%**	**35.8%**	**71.7%**	**88.1%**	**91.7%**	**93.2%**	**94.7%**	**97.1%**	**98.9%**	**99.6%**	**100.0%**
FY 2023 Projected (Trends only - Partial Payment Plan Considerations not included)												
5 Year Max Rev			**$67,855**	**$51,893**	**$42,599**	**$41,044**	**$40,243**	**$39,598**	**$38,291**	**$37,554**	**$37,253**	**$37,104**
5 Year Min Rev			**$44,638**	**$47,691**	**$41,226**	**$40,330**	**$39,725**	**$39,098**	**$38,094**	**$37,441**	**$37,215**	**$37,104**
5 Year Average			**$55,098**	**$49,261**	**$41,878**	**$40,675**	**$39,991**	**$39,355**	**$38,180**	**$37,486**	**$37,230**	**$37,104**
20 Year Average			**$56,294**	**$51,195**	**$42,082**	**$40,480**	**$39,798**	**$39,166**	**$38,202**	**$37,503**	**$37,251**	**$37,104**
2025 Budgeted			**$49,857**	**$49,857**	**$49,857**	**$49,857**	**$49,857**	**$49,857**	**$49,857**	**$49,857**	**$49,857**	**$49,857**
2025 Est/Actual			**$55,098**	**$49,261**								
	Oct	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sept**

CITY OF GALVESTON SALES TAX COLLECTIONS RESULTS FOR FULL 2% TAX
(1.5% TO CITY, 0.5% TO IDC)
RECEIVED FROM STATE COMPTROLLER

MONTH TAX COLLECTED BY RETAILER	2021 (Full 2% Receipts)	2022 (Full 2% Receipts)	2023 (Full 2% Receipts)	2024 (Full 2% Receipts)	2025 (Full 2% Receipts)	Pct Over Same Mo FY24	General Fund Share (75% of Total Receipts
October	1,732,066	2,052,653	2,180,414	2,194,158	2,332,312	6.30%	1,749,234
November	1,637,150	2,122,601	2,030,876	2,203,123	2,326,891	5.62%	1,745,168
December	1,989,863	2,689,692	2,968,504	2,506,476	3,046,498	21.55%	2,284,873
January	1,501,096	2,003,827	2,202,323	1,948,643			0
February	1,346,457	1,901,787	2,197,194	2,144,467			0
March	2,534,437	2,816,085	2,827,344	2,617,445			0
April	2,074,311	2,290,140	2,268,442	2,289,894			0
May	2,024,717	2,472,076	2,542,937	2,488,575			0
June	2,771,117	3,252,058	3,164,571	3,186,540			0
July	2,662,669	3,101,614	3,236,550	2,634,519			0
August	2,163,118	2,504,090	2,757,073	2,515,642			0
September	2,424,694	2,645,322	2,666,644	2,521,722			0
	24,861,695	29,851,945	31,042,872	29,251,203	7,705,702		5,779,276
Year over Year Pct Change	14.6%	20.1%	4.0%	-5.8%			



FY25 GF Budget	22,927,000
FY24 Actual	21,938,403
FY25 Estimate	22,907,000

YTD Totals							GENERAL FUND PROJECTIONS (1.5%)				FULL 2% PROJECTIONS		
							LOW	AVERAGE	HIGH	AVG FY11-22	LOW	AVERAGE	HIGH
October	1,732,065.87	2,052,652.85	2,180,414.29	2,194,157.81	2,332,312.43	6.30%	23,200,000	24,739,000	27,247,000	21,773,000	30,933,000	32,985,000	36,329,000
November	3,369,216.12	4,175,254.10	4,211,289.91	4,397,280.80	4,659,203.72	5.96%	22,530,000	25,498,000	31,883,000	22,850,000	30,040,000	33,997,000	42,511,000
December	5,359,078.85	6,864,945.88	7,179,793.70	6,903,756.86	7,705,701.59	11.62%	22,907,000	25,628,000	28,151,000	22,832,000	30,542,000	34,170,000	37,534,000
January	6,860,174.53	8,868,772.51	9,382,117.11	8,852,400.34			0	0	0	22,770,000	0	0	0
February	8,206,631.91	10,770,559.08	11,579,310.67	10,996,867.21			0	0	0	22,531,000	0	0	0
March	10,741,069.03	13,586,644.03	14,406,654.24	13,614,312.64			0	0	0	22,594,000	0	0	0
April	12,815,380.08	15,876,784.50	16,675,096.72	15,904,206.37			0	0	0	22,558,000	0	0	0
May	14,840,097.40	18,348,860.16	19,218,033.35	18,392,781.27			0	0	0	22,522,000	0	0	0
June	17,611,214.52	21,600,918.59	22,382,604.55	21,579,321.44			0	0	0	22,526,000	0	0	0
July	20,273,883.02	24,702,533.07	25,619,154.52	24,213,840.19			0	0	0	22,595,000	0	0	0
August	22,437,000.97	27,206,623.04	28,376,227.62	26,729,481.71			0	0	0	22,431,000	0	0	0
September	24,861,695.41	29,851,945.23	31,042,871.93	29,251,203.41			0	0	0	22,389,000	0	0	0

CITY OF GALVESTON - LOCAL HOTEL OCCUPANCY TAX
GROSS COLLECTIONS BY PARK BOARD

Month of Occupancy	FY2020	FY2021	FY2022	FY 2023	FY 2024	FY 2025	Month Over/ (Under) Same Month Last Yr	FY 2025 HOT Budget/ Estimate	Actual Over/(Under) Budget
October	$1,107,915.03	$976,041.86	$1,610,081.65	$1,671,043.23	1,594,431.17	1,441,766.36	-9.6%	$1,709,600	($267,834)
November	$1,033,923.87	$662,380.38	$1,270,268.13	$1,401,691.74	1,425,200.99	1,720,775.09	20.7%	$1,519,200	$201,575
December	$1,030,901.98	$945,974.06	$1,433,683.51	$1,537,441.83	1,476,939.61	1,475,629.28	-0.1%	$1,407,300	$68,329
January	$768,229.16	$578,258.05	$1,323,804.12	$1,389,864.45	1,324,061.08	-		$1,231,100	
February	$896,603.98	$433,004.11	$1,240,806.89	$1,579,481.80	1,779,437.94	-		$1,531,700	
March	$972,543.41	$2,014,701.57	$2,819,004.00	$3,190,086.67	2,829,250.34	-		$2,646,600	
April	$108,560.93	$1,616,155.43	$2,491,466.96	$2,297,340.18	2,392,630.84	-		$2,112,500	
May	$1,322,864.57	$1,986,707.20	$2,944,328.60	$2,800,663.31	2,754,999.42	-		$2,637,400	
June	$2,705,763.65	$4,351,732.99	$4,530,572.38	$4,391,374.82	3,782,611.00	-		$4,225,200	
July	$1,974,847.64	$3,988,153.68	$4,988,582.88	$5,185,910.86	2,825,441.95	-		$4,906,100	
August	$1,889,795.01	$2,761,471.25	$2,622,630.06	$2,516,869.51	2,393,406.06	-		$3,406,100	
September	$2,274,273.29	$2,448,315.49	$2,358,192.04	$2,215,142.96	2,444,826.55	-		$2,367,400	
Totals	**$16,086,222.52**	**$22,762,896.07**	**$29,633,421.22**	**$30,176,911.36**	**$27,023,236.95**	**$4,638,170.73**		$29,700,000	
	-11.6%	**41.5%**	**30.2%**	**1.8%**	**-10.5%**	**-82.8%**			
Amount per Penny	**$1,787,358.06**	**$2,529,210.67**	**$3,292,602.36**	**$3,352,990.15**	**$3,002,581.88**	**$515,352.30**		**$3,300,000.00**	

YTD Totals	FY2020	FY2021	FY2022	FY 2023	FY 2024	FY 2025	YTD Over/(Under)	FY 2025 Budget Using Inception to Date Avg. %	Inception to Date
October	$1,107,915.03	$976,041.86	$1,610,081.65	$1,671,043.23	$1,594,431.17	$1,441,766.36	-9.6%	$1,709,600	($267,834)
November	$2,141,838.90	$1,638,422.24	$2,880,349.78	$3,072,734.97	$3,019,632.16	$3,162,541.45	4.7%	$3,228,800	($66,259)
December	$3,172,740.88	$2,584,396.30	$4,314,033.29	$4,610,176.80	$4,496,571.77	$4,638,170.73	3.1%	$4,636,100	$2,071
January	$3,940,970.04	$3,162,654.35	$5,637,837.41	$6,000,041.25	$5,820,632.85			$5,867,200	
February	$4,837,574.02	$3,595,658.46	$6,878,644.30	$7,579,523.05	$7,600,070.79			$7,398,900	
March	$5,810,117.43	$5,610,360.03	$9,697,648.30	$10,769,609.72	$10,429,321.13			$10,045,500	
April	$5,918,678.36	$7,226,515.46	$12,189,115.26	$13,066,949.90	$12,821,951.97			$12,158,000	
May	$7,241,542.93	$9,213,222.66	$15,133,443.86	$15,867,613.21	$15,576,951.39			$14,795,400	
June	$9,947,306.58	$13,564,955.65	$19,664,016.24	$20,258,988.03	$19,359,562.39			$19,020,600	
July	$11,922,154.22	$17,553,109.33	$24,652,599.12	$25,444,898.89	$22,185,004.34			$23,926,700	
August	$13,811,949.23	$20,314,580.58	$27,275,229.18	$27,961,768.40	$24,578,410.40			$27,332,800	
September	$16,086,222.52	$22,762,896.07	$29,633,421.22	$30,176,911.36	$27,023,236.95			$29,700,300	

WATER BILLED BY MONTH CONSUMED
FY 2020 - 2025

PERIOD	Consumption Month	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY25 Over/(Under) FY24 for Month	Monthly Budget FY 2025	FY25 Projected (Using Pct Below)
2	October	1,736,241	1,991,366	2,013,923	1,838,157	2,255,934	2,353,242	1,932,873	-17.9%	2,105,100	22,713,000
3	November	1,664,169	1,657,825	1,881,610	1,729,755	1,838,460	2,003,128	2,196,935	9.7%	1,909,700	25,145,500
4	December	1,327,839	1,584,778	1,649,955	1,602,631	1,734,540	1,722,660	1,923,995	11.7%	1,763,700	25,915,300
5	January	1,281,167	1,566,263	1,576,750	1,651,189	1,650,029	1,622,956	-		1,735,300	
6	February	1,390,858	1,533,680	1,359,931	1,498,363	1,480,663	1,541,728	-		1,641,300	
7	March	1,476,295	1,584,655	1,570,104	1,621,786	1,614,024	1,536,639	-		1,761,300	
8	April	1,612,466	1,651,458	1,717,990	1,857,832	1,752,061	1,784,864	-		1,997,500	
9	May	1,727,472	1,871,688	1,887,489	1,975,629	1,808,986	1,924,922	-		2,128,600	
10	June	2,031,123	2,161,847	2,054,545	2,356,092	2,027,507	2,055,705	-		2,400,700	
11	July	2,204,460	2,179,945	2,079,022	2,655,834	2,555,251	2,301,897	-		2,498,400	
12	August	2,359,064	2,169,939	2,191,444	2,564,393	2,741,721	2,193,219	-		2,533,100	
1	September	2,355,926	2,325,458	2,036,038	1,963,688	2,716,119	2,136,398	-		2,262,200	
	FY TOTALS	**21,167,080**	**22,278,902**	**22,018,801**	**23,315,349**	**24,175,295**	**23,177,358**	**6,053,803**		**24,737,000**	

PERIOD	YTD Totals	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY25 Over/(Under) FY24 YTD	FY25 Budget to Date	Average YTD as Pct of Yearend Total FY05-24
1	October	1,736,241	1,991,366	2,013,923	1,838,157	2,255,934	2,353,242	1,932,873	-17.9%	2,105,100	8.5%
2	November	3,400,410	3,649,191	3,895,534	3,567,912	4,094,394	4,356,370	4,129,809	-5.2%	4,014,800	16.2%
3	December	4,728,249	5,233,970	5,545,488	5,170,543	5,828,934	6,079,030	6,053,803	-0.4%	5,778,500	23.4%
4	January	6,009,416	6,800,232	7,122,238	6,821,732	7,478,963	7,701,986			7,513,800	30.4%
5	February	7,400,274	8,333,913	8,482,169	8,320,095	8,959,626	9,243,714			9,155,100	37.0%
6	March	8,876,569	9,918,568	10,052,273	9,941,881	10,573,650	10,780,353			10,916,400	44.1%
7	April	10,489,035	11,570,026	11,770,263	11,799,713	12,325,712	12,565,217			12,913,900	52.2%
8	May	12,216,508	13,441,714	13,657,752	13,775,342	14,134,698	14,490,138			15,042,500	60.8%
9	June	14,247,630	15,603,561	15,712,297	16,131,434	16,162,205	16,545,844			17,443,200	70.5%
10	July	16,452,090	17,783,505	17,791,319	18,787,268	18,717,455	18,847,741			19,941,600	80.6%
11	August	18,811,154	19,953,445	19,982,763	21,351,661	21,459,176	21,040,960			22,474,800	90.9%
12	September	21,167,080	22,278,902	22,018,801	23,315,349	24,175,295	23,177,358			24,737,000	100.0%

SEWER BILLED BY MONTH
FY 2020 - 2025

PERIOD	Consumption Month	FY20	FY21	FY22	FY23	FY24	FY25	FY25 Over/(Under) FY24 for Month	Monthly Budget FY 2024	FY24 Projected (Using Pct Below)
2	October	1,266,908	1,272,006	1,241,494	1,373,084	1,414,254	1,346,717	-4.8%	1,716,800	16,206,000
3	November	1,147,249	1,195,763	1,175,561	1,221,647	1,323,104	1,826,253	38.0%	1,597,000	19,781,600
4	December	1,107,323	1,146,305	1,118,657	1,254,905	1,210,324	1,672,303	38.2%	1,543,300	20,609,400
5	January	1,130,239	1,158,620	1,155,845	1,253,140	1,215,708	-		1,546,400	
6	February	1,109,584	1,042,254	1,086,463	1,142,459	1,236,860	-		1,470,000	
7	March	1,151,658	1,170,636	1,156,574	1,218,988	1,193,581	-		1,551,600	
8	April	1,105,021	1,205,133	1,257,626	1,257,101	1,299,365	-		1,635,200	
9	May	1,243,981	1,305,775	1,291,452	1,254,803	1,360,043	-		1,781,900	
10	June	1,447,644	1,374,003	1,449,984	1,354,713	1,396,467	-		1,883,200	
11	July	1,414,313	1,429,895	1,552,440	1,586,094	1,550,081	-		2,101,100	
12	August	1,392,471	1,453,425	1,556,395	1,593,227	1,513,131	-		2,027,800	
1	September	1,417,223	1,326,090	1,324,162	1,559,992	1,405,071			1,805,700	
	FY TOTALS	**14,933,616**	**15,079,904**	**15,366,653**	**16,070,153**	**16,117,990**	**4,845,273**		**20,660,000**	

PERIOD	YTD TOTALS	FY20	FY21	FY22	FY23	FY24	FY25	FY25 Over/(Under) FY24 YTD	FY24 Budget to Date	Average YTD as Pct of Yearend Total FY05-24
1	October	1,266,908	1,272,006	1,241,494	1,373,084	1,414,254	1,346,717	-4.8%	1,716,800	8.3%
2	November	2,414,157	2,467,769	2,417,055	2,594,731	2,737,359	3,172,970	15.9%	3,313,800	16.0%
3	December	3,521,481	3,614,074	3,535,711	3,849,636	3,947,683	4,845,273	22.7%	4,857,100	23.5%
4	January	4,651,720	4,772,694	4,691,556	5,102,776	5,163,391	4,845,273		6,403,500	31.0%
5	February	5,761,304	5,814,948	5,778,019	6,245,235	6,400,251	4,845,273		7,873,500	38.1%
6	March	6,912,962	6,985,584	6,934,593	7,464,223	7,593,832	4,845,273		9,425,100	45.6%
7	April	8,017,984	8,190,717	8,192,219	8,721,324	8,893,197	4,845,273		11,060,300	53.5%
8	May	9,261,965	9,496,492	9,483,671	9,976,127	10,253,240	4,845,273		12,842,200	62.2%
9	June	10,709,609	10,870,495	10,933,655	11,330,840	11,649,706	4,845,273		14,725,400	71.3%
10	July	12,123,922	12,300,389	12,486,095	12,916,934	13,199,788	4,845,273		16,826,500	81.4%
11	August	13,516,393	13,753,814	14,042,491	14,510,161	14,712,919	4,845,273		18,854,300	91.3%
12	September	14,933,616	15,079,904	15,366,653	16,070,153	16,117,990	4,845,273		**20,660,000**	100.0%

CITY OF GALVESTON POSITION TOTALS BY DEPARTMENT
As of December 31, 2024
Fiscal Year 2025 - December Report

	Budgeted Positions	Vacant Positions	Filled Positions
GENERAL FUND			
City Secretary	4.00	0.00	4.00
Municipal Court	9.00	1.00	8.00
City Manager	3.00	0.00	3.00
City Auditor	3.00	0.00	3.00
City Attorney	6.00	0.00	6.00
Human resources	5.20	0.00	5.20
Finance	20.00	0.00	20.00
Police (unclassified)	43.50	9.00	34.50
Police (classified)	168.00	20.00	148.00
Fire (unclassified)	6.00	2.00	4.00
Fire (classified)	116.00	0.00	116.00
Emergency Management	1.50	0.00	1.50
City Marshal	9.15	1.00	8.15
Streets & Traffic	56.84	4.00	52.84
Parks and Recreation	46.25	5.00	41.25
Developmental Services	15.00	0.00	15.00
Total General Fund	512.44	42.00	470.44
ENTERPRISE FUNDS			
Waterworks Fund	54.24	4.96	49.28
Sewer System Fund	91.24	14.14	77.10
Drainage Utility	35.58	6.60	28.98
Sanitation Fund	60.10	0.30	59.80
Municipal Airport	8.00	0.00	8.00
Total Enterprise Funds	249.16	26.00	223.15
INTERNAL SERVICE FUNDS			
Central Service Fund	32.75	7.00	25.75
Central Garage Fund	23.00	1.00	22.00
Municipal Insurance Fund	1.30	0.00	1.30
Project Management	14.00	1.00	13.00
Total Internal Service Funds	71.05	9.00	62.05
SPECIAL REVENUE FUNDS			
Island Transit	44.00	7.00	37.00
Parking Management	5.00	0.00	5.00
Lasker Park Pool	2.90	0.00	2.90
Alarm Permit	0.75	0.00	0.75
Revenue Producing Parks	2.10	0.00	2.10
Total Special Revenue Funds	54.75	7.00	47.75
RECURRING GRANT POSITIONS			
CDBG - City Marshal/Code Enforcement	3.10	0.00	3.10
CDBG - Program Management	2.55	0.00	2.55
CDBG - Housing Rehab Administration	0.45	0.00	0.45
Industrial Development Corporation - Coastal Resources	2.00	0.00	2.00
Industrial Development Corporation - Economic Development Coord.	1.00	0.00	1.00
Industrial Development Corporation - Technology Services	1.00	0.00	1.00
Moody Grant	0.50	0.00	0.50
Total Recurring Grant Positions	10.60	0.00	10.60
Total of all FTE'S	898.00	84.00	814.00


CITY OF GALVESTON
1839
TEXAS

BASU LAW FIRM, PLLC
P.O.BOX 550496, HOUSTON, TEXAS 77255
P: 713-460-2673
info@basulaw.com

25-012



February 18, 2025

Via CMRR: 9589-0710-5270-0637-4774-56

City Attorneys Office
Attn: Claims Department
The City of Galveston
823 25th Street, # 306
Galveston, Texas, 77550
409-979-3500

RE:	Our client:	Ernesto Ramirez
	DOL:	05/24/2024
	Your Insured:	City Power Line
	Policy:	City Legal

NOTICE OF CLAIM PURSUANT TO ARTICLE IX, SECTION 11 OF CITY OF GALVESTON CHARTER

To whom it may concern:

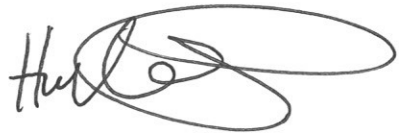
Please be advised that the undersigned has been retained to represent the interests of the above-named individual regarding injuries sustained in the above-referenced accident.

Following are required information for notice of the claim:

- **Date of Incident:** 05/24/2024
- **Location of Incident:** 16718 Kingston Way Galveston, TX
- **Description of Incident:** On May 24th, 2024 at 11:04am, Ernesto Ramirez was electrocuted by a low hanging non-insulated city power line. Ernesto was pronounced deceased at the scene.
- **Injuries Sustained:** Injuries causing Death
- **Damages:** Hospital bills, medical bills, lost wages, pain and suffering, Injuries causing death.
- **Witnesses:** Jose Ramirez. Particulars will be supplemented.
- **Basis of Claim:** Power Line electrocuted tree trimmer employee Ernesto Ramirez.
- **Request for Response:** I request that the City of Houston investigate this claim and respond within a reasonable time.

Should you have any questions, please feel free to call me.

Very truly yours,



BASU LAW FIRM, PLLC

Legal Assistant
Hortencia Padilla

Providing Insurance and Financial Services
Home Office, Bloomington, IL

State Farm®

25-013

February 21, 2025



City Of Galveston
832 Rosenberg St Rm 102
Galveston TX 77550

State Farm Claims
PO Box 106171
Atlanta GA 30348-6171

RE: Claim Number: 53-79J7-35W
Date of Loss: December 3, 2024
Our Insured: Beatriz Davila
Location: SH 87

To Whom It May Concern:

We are writing to you about the accident involving our insured. Our investigation indicates that you are responsible for this accident.

Please accept this letter as notice of a claim we have for damages resulting from this accident.

If we make a payment under our policy, we will be looking to you or your insurance company for reimbursement.

If you have insurance to protect you for such liability, please refer this letter to your insurance company. Also, please send us the name of your insurance company, their address and your policy number.

If you have any questions, please call us. Any member of our team can assist you.

Sincerely,

Jasmin Adams
Claim Associate

Phone: (844) 292-8615 Ext. 335
Fax: (855) 820-6318

State Farm Mutual Automobile Insurance Company

LAW OFFICE OF
PAIGE J. LOCKETT

3003 South Loop West
Suite 400
Houston, TX 77054
O: 832.837.9707
F: 713.581.6528

25-014

March 04, 2025



Sent Via Email and CCRR: 7022 1670 0001 9693 9048

City of Galveston

Attn: Legal Department

Don Glywasky, City Attorney

Xochitl Vandiver-Gaskin, Assistant City Attorney

823 Rosenberg

Galveston, TX 77553

Re: Civil Demand Regarding Robert Sanderson, Rachel Sanderson, and Sanderson Holding LLC Claims for Violation of Civil Rights, Texas Business & Commerce Code § 521.053 Data Breach Notification Failure, and Gross Negligence

Dear City of Galveston Legal Department,

I represent Mr. Robert Sanderson, Mrs. Rachel Sanderson, and Sanderson Holding LLC (collectively, "the Sandersons") regarding the violations of their civil rights, and privacy rights, as well as the City of Galveston's failure to comply with Texas Business & Commerce Code § 521.053, commonly referred to as the Texas Identity Theft Enforcement and Protection Act (ITEPA). These violations arise from the unauthorized access and misuse of their personal and financial information by Sergeant James Stewart of the Galveston Police Department (GPD), which the City of Galveston became aware of but failed to notify the victims as required by law. Despite Stewart's history of abusing his authority, the City of Galveston and Chief Balli failed to implement safeguards to prevent these violations.

Factual Background

In February 2024, Sergeant James Stewart unlawfully accessed the TransUnion TLOxp database to search the personal and business information of Robert Sanderson, his spouse Rachel

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Sanderson, and their private business, Sanderson Holding LLC. These searches, conducted while off-duty and without any legitimate law enforcement purpose, were falsely labeled as "investigations." The Sandersons were not subjects of any law enforcement investigation at the time of the searches, and Stewart had no probable cause to conduct these actions.

The City of Galveston became aware of this breach by March 2024 at the latest when an internal invoice flagged Stewart's improper searches. This triggered an internal audit, followed by an Internal Affairs investigation into Stewart's actions. Despite having actual knowledge that unauthorized access had occurred, the City of Galveston failed to notify the Sandersons or any affected individuals of the breach within the legally required 60-day window mandated by ITEPA.

Instead of fulfilling its duty under state law, the City used its internal investigation solely for disciplinary purposes, neglecting to inform the individuals whose data had been unlawfully accessed about the breach. This constitutes a clear violation of Texas Business & Commerce Code § 521.053. The City cannot justify this failure by claiming that Stewart's actions were handled internally, as its legal obligations to the affected individuals are distinct from its employment-related disciplinary actions against Stewart.

Violations of Law

Sergeant Stewart's actions coupled with the City of Galveston's failure to supervise him adequately resulted in multiple violations, including but not limited to:

1. **Fourth Amendment Violation**: Stewart's unauthorized searches of the Sandersons' personal and business records constitute a warrantless search violating the Fourth Amendment, which protects individuals from unreasonable searches and seizures. *See Katz v. United States*, 389 U.S. 347 (1967)*; Carpenter v. United States*, 138 S. Ct. 2206 (2018).
2. **Fourteenth Amendment Violation**: Sergeant Stewart's actions deprived the Sandersons of their right to equal protection under the law by conducting unwarranted searches, which is actionable under 42 U.S.C. § 1983. The City of Galveston's failure to implement safeguards against privacy abuses further exposes it to liability. *See Monell v. Department of Social Services, 436 U.S. 658 (1978).*
3. **Violation of the Driver's Privacy Protection Act (DPPA)**18 U.S.C. § 2721: Sergeant Stewart's unauthorized access to the TLOxp database, which contained driver's license

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records and other protected personal data, constitutes a direct violation of the Driver's Privacy Protection Act (DPPA), 18 U.S.C. § 2721. Stewart's mere access to driver's license records via TLOxp triggered DPPA liability. *See Maracich v. Spears*, 570 U.S. 48 (2013)*; Pichler v. Unite*, 542 F.3d 380 (3d Cir. 2008).

4. **Tex. Gov't Code Ann. § 411.085**: Sergeant Stewart violated state law by accessing protected information without a legitimate law enforcement purpose. *See State v. Granville*, 423 S.W.3d 399 (Tex. Crim. App. 2014).
5. **Invasion of Privacy (Intrusion Upon Seclusion)**: The Sandersons' personal and business data was accessed repeatedly without consent, which, under common law principles, constitutes an intentional invasion of privacy and causes undue distress and concern.
6. **Misuse of Governmental Information (Texas Penal Code § 39.06)**: Stewart illegally used government-held information for non-official purposes. *See Avalos v. State, No. 13-22-00429-CR (Tex. App. Mar. 21, 2024).*
7. **Abuse of Official Capacity (Texas Penal Code § 39.02)**: Sergeant Stewart abused his position as a public servant by misusing the TLOxp system in his official capacity for non-official purposes. *See Orozco v. Dart*, 64 F.4th 806 (7th Cir. 2023).
8. **Intentional Infliction of Emotional Distress**: The emotional harm caused by these violations, combined with the uncertainty of future misuse of Sanderson's data, constitutes intentional infliction of emotional distress. The false claim that Sanderson's were under investigation further aggravated this emotional harm.
9. **Negligent Hiring, Retention, and Supervision**: The City failed to properly supervise Sergeant Stewart, allowing these violations to continue unchecked. This failure to properly monitor and retain an officer with a history of misconduct who repeatedly violated citizens' civil rights exposes the City to liability. *See Orozco v. Dart, 64 F.4th 806 (7th Cir. 2023).*
10. 42 U.S.C. § 1983 **Civil Rights Violation (Monell Claim)**: The City's lack of oversight and failure to implement policies preventing database misuse directly caused these violations, exposing the City to liability under a Monell claim, which holds municipalities accountable for policies or customs that lead to civil rights violations. (*Monell v. Department of Social Services*, 436 U.S. 658 (1978).

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11. **Theft of Service (Texas Penal Code § 31.04)**: If City resources, such as TLOxp or other databases, were accessed for unauthorized personal use, this constitutes theft of taxpayer-funded resources beyond their intended scope.
12. **Identity Theft (Texas Penal Code § 32.51)**: Unauthorized access to personal identifying information, particularly if used improperly, opens liability for identity theft violations. See *Grimm v. State*, 496 S.W.3d 817 (Tex. App. 2016) Under Tex. Penal Code § 32.51(b-1)(1), a defendant is presumed to have intended to harm or defraud if they possessed identifying information of three or more individuals without their consent. *See also Ramirez–Memije v. State,* 466 S.W.3d 894, 897 (Tex. App.–Houston [14th Dist.] 2015, no pet.)
13. **Breach of Computer Security (Texas Penal Code § 33.02)**: Any unauthorized access to a government computer system or network, including law enforcement databases like TLOxp, is a criminal offense. *See Arlington Officer Thomas Kantzos (2013)*

Accountability of Chief Doug Balli

Chief Balli's failure to implement proper oversight policies made these violations foreseeable. His neglect to enforce internal security measures and monitor officers with access to sensitive data facilitated these violations. His leadership's systemic failure allowed rampant abuse of authority, and his refusal to enforce data protection protocols warrants disciplinary action.

Policy Reform to Prevent Future Violations, Request, and Remedies

While the City of Galveston has a Civilian Oversight Committee, its lack of enforcement authority has rendered it ineffective. We demand:

1. **Independent Audit Authority**: The Oversight Committee must be granted enforcement power to conduct independent audits of all law enforcement database access logs.
2. **Public Transparency Mandate**: All findings regarding database misuse must be publicly accessible, and reporting to an independent state agency with enforcement authority to impose penalties for noncompliance must be mandatory.

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3. **Mandatory Cybersecurity Training**: All law enforcement officers must complete mandatory annual training on the lawful use of databases, penalties for misuse, and best practices for safeguarding sensitive information.
4. **Strict Disciplinary Guidelines**: Any officer found misusing databases must face immediate suspension, mandatory disciplinary proceedings, and criminal referral where appropriate, with public transparency on the outcome.
5. **Enhanced Supervision**: More stringent supervision of officers with access to sensitive information, particularly regarding the TLOxp database and similar tools.
6. **Whistleblower Protections**: Officers and city employees who report data breaches or misconduct must be legally protected against retaliation, with clear enforcement mechanisms, penalties for retaliation, and an independent third-party review board to oversee whistleblower cases and ensure transparency.
7. We also request Sergeant Stewart's full unauthorized TLOxp reports for Robert Sanderson, Rachel Sanderson, and Sanderson Holding LLC, as well as the names of any related family members.

Damages and Liability

The City of Galveston is liable for Sergeant Stewart's actions and failing to supervise him adequately. The harm caused to the Sandersons extends beyond privacy violations, including emotional distress, reputational harm, and business disruption. Additionally, the seriousness of Sgt. Stewart's misuse of government resources and the harm caused to the Sandersons warrant significant accountability.

The total damages being sought amount to **$910,000**, calculated as follows:

- **Unauthorized Searches**: (3 violations at $50,000 each): $150,000
- **Invasion of Privacy Damages**: $50,000 to reflect unauthorized access to personal and business records.
- **Emotional Distress Damages**: $75,000 for the intentional infliction of emotional distress caused by the fear of future harm and the malicious labeling of the Sandersons as being "under investigation."

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- **Negligent Supervision and Hiring Damages**: $100,000 due to the City's gross negligence in allowing Sgt. Stewart repeatedly abuses his position without proper oversight.
- **Punitive Damages**: $250,000 to deter future misconduct, notably when the City failed to prevent this issue despite having knowledge of previous similar incidents within the department.
- **Statutory Damages Under DPPA**: DPPA mandates statutory damages of $2,500 per violation, per individual.
- **ITEPA Non-Compliance Penalty Equivalent**: **The ITEPA Non-Compliance Penalty is** $250,000 (calculated based on the maximum statutory penalty, which includes $100 per person per day for failure to notify, up to a cap of $250,000 per breach incident). While Sanderson Holding LLC may not qualify as an 'individual' under ITEPA, it remains entitled to damages under common law claims, including business disruption, negligent supervision, and invasion of privacy.

Formal Demand for Compensation and Resolution

This letter serves as a formal demand for compensation and immediate corrective action. Given the seriousness of these violations, we expect:

1. **Formal Written Acknowledgment of the Breach**: The City must provide an official statement admitting it violated Texas Business & Commerce Code § 521.053.
2. **Immediate Compensation Offer**: Given the City's legal exposure, we expect an immediate settlement offer addressing the abovementioned damages.
3. **Implementation of Proper Breach Notification Procedures**: The City must commit to a transparent notification process for future breaches.

We urge the City of Galveston to take immediate and appropriate action to address these violations and provide fair compensation to the Sandersons. We expect the City to hold Chief Doug Balli accountable for his negligence and to implement meaningful reforms to prevent further misconduct. We are open to negotiating a fair settlement. However, if this demand is not addressed promptly, we will pursue all legal remedies available, including public disclosure and litigation. We reserve the right to pursue federal claims under DPPA, seek a criminal referral for violations of 18 U.S.C. § 2721, and notify the Texas Attorney General's Office of these breaches.

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PAIGE J. LOCKETT

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Suite 400
Houston, TX 77054
O: 832.837.9707
F: 713.581.6528

Please respond within **10 days** of the date of this letter. We hope to resolve this matter without further action.

Sincerely,



Paige J. Lockett
THE LAW OFFICES OF PAIGE J. LOCKETT

CONFIDENTIAL WORK PRODUCT

25-015

CITY SECRETARY'S OFFICE
RECEIVED
MAR 12 2025
CITY OF GALVESTON

CITY OF GALVESTON
FIRST NOTICE OF CLAIM FORM

TO BE COMPLETED BY CLAIMANT:

NAME: GILBERT J. MATA

ADDRESS City/State/Zip 1711-51st GALVESTON, TX. 77551

HOME PHONE [redacted] CELL/WORK [redacted]

EMAIL ADDRESS [redacted]

DATE OF LOSS 3-12-25 TIME OF LOSS 11:30 AM LOCATION 29th & MARKET

POLICE IN ATTENDANCE: YES ☐ NO ☐ POLICE CASE#

WRITE DOWN THE REASON FOR YOUR CLAIM:

CITY VEHICLE HIT MY TRUCK

ATTACH ANY ADDITIONAL INFORMATION/ RECEIPTS/ ETC. THAT MAY BE IMPORTANT TO YOUR CLAIM.

CLAIMANT SIGNATURE Gilbert J. Mata DATE 3-12-25

PLEASE RETURN TO: CITY OF GALVESTON
OFFICE OF CITY SECRETARY
P.O. BOX 779
GALVESTON, TEXAS 77553

25-016

CITY SECRETARY'S OFFICE
RECEIVED
MAR 14 2025
CITY OF GALVESTON

CITY OF GALVESTON
FIRST NOTICE OF CLAIM FORM

CITY CLAIM NUMBER _____

DATE RECEIVED BY THE CITY SECRETARY'S OFFICE _____

TO BE COMPLETED BY CLAIMANT:

NAME: Lucinda Senegal **HOME ADDRESS** [redacted] TX.

HOME PHONE [redacted] **CELL/WORK** [redacted]

EMAIL ADDRESS ~~L Senegal~~ [redacted]

DATE OF LOSS 3-14-25 **TIME OF LOSS** 2:00 AM **LOCATION** [redacted] TX.

POLICE IN ATTENDANCE: (YES) NO **POLICE CASE#** 25-001298

WRITE DOWN THE REASON FOR YOUR CLAIM:

Police arrived at the home. after receiving a call that the resident of the home was being beaten. Police arrived owener of the home didn't answer the door so the police broken through the door and found owener in the home unharmed.

ATTACH ANY ADDITIONAL INFORMATION/ RECEIPTS/ ETC. THAT MAY BE IMPORTANT TO YOUR CLAIM.

CLAIMANT SIGNATURE Odelle Senegal (daughter) **DATE** 3-14-2025

PLEASE RETURN TO: Lucinda Senegal

CITY OF GALVESTON
OFFICE OF CITY SECRETARY
823 ROSENBERG
P.O. BOX 779
GALVESTON, TEXAS 77553

HERRMAN & HERRMAN PLLC
PERSONAL INJURY ATTORNEYS

MARCH 12, 2025



Via US Regular & Certified Mail: 9414809898643068259331
City Attorney
P.O. Box 779
Galveston, TX 77553

25-017

Our Client: Naseem Jospeh
Date of Injury: 10/27/2024
Responsible Entity, Jointly and Severally: City of Galveston, Yellow Cab Company, Z-Trip

To Whom It May Concern,

Please accept this letter as formal notice of injury and a claim for damages under the Texas Tort Claims Act against jointly and severally: The City of Galveston, Yellow Cab Company, and Z-Trip, for our client, Naseem Joseph, who resides at [redacted]

This is a claim in reference to an occurrence on 10/27/2024 at approximately 7 AM at Houston Hobby Airport located at 7800 Airport Blvd in Houston, TX 77061.

The incident giving rise to this claim occurred in the following manner:

On October 27, 2024, at approximately 7 AM, our client, Mr. Naseem Joseph, was being assisted via wheelchair supplied by Houston Hobby Airport by the driver employed by the Yellow Cab Company. The driver did not properly ensure Mr. Joseph's fingers on his right hand were free from the wheels before moving. This caused our client's right pinky finger to become stuck in said rail causing a significant dislocation that unfortunately led to an amputation.

The occurrence giving rise to this claim was a direct and proximate result of the negligence of The City of Galveston, Yellow Cab Company, and Z-Trip due to the following conditions:

1. Failure to properly maintain the premises;
2. Failure to comply with all applicable rules and statutes in regards to construction and construction management, including failure to comply with all applicable OSHA regulations.

3. Failure to properly maintain the premises;
4. Improper hiring and firing practices;
5. Failure to comply with all applicable rules and statutes in regards to construction and construction management, including failure to comply with all applicable OSHA regulations.

At this time, Naseem Joseph does not know of any witnesses other than the persons directly involved in the above-described incident. As these matters develop, we will provide you with the documentation that you need in order to substantiate the claims made herein. Should you need any additional information from my client or have any other inquiries regarding this matter, please contact me at your convenience. Additionally, please forward this letter of notice onto your insurance carrier upon its receipt.

Respectfully,

Matthew Stubbs

Associate Attorney
Herrman & Herrman, P.L.L.C

WILLIAM HERRERA
HERRMAN & HERRMAN LLP
1201 3RD ST
CORPUS CHRISTI TX
78404-2313

USPS CERTIFIED MAIL



9414 8098 9864 3068 2593 31

PITNEY BOWES
$8.16 0
US POSTAGE IMI
FIRST-CLASS
028W0002311069
2000442996
ZIP 78404
MAR 12 2025



CITY ATTORNEY
PO BOX 779
GALVESTON TX 77553-0779

25-018

CITY SECRETARY'S OFFICE RECEIVED MAR 18 2025 CITY OF GALVESTON

CITY OF GALVESTON
FIRST NOTICE OF CLAIM FORM

CITY CLAIM NUMBER _____

DATE RECEIVED BY THE CITY SECRETARY'S OFFICE _____

TO BE COMPLETED BY CLAIMANT:

NAME: Ray Motte Jr. **HOME ADDRESS:** [redacted]

HOME PHONE _____ **CELL/WORK** [redacted]

EMAIL ADDRESS [redacted]

DATE OF LOSS 03/18/2025 **TIME OF LOSS** 12:50PM **LOCATION** 29th and Market

POLICE IN ATTENDANCE: YES NO **POLICE CASE#** _____

WRITE DOWN THE REASON FOR YOUR CLAIM:

I was driving to 29th and Market about to return to work, one of the Parks Worker was cutting the grass. He was not paying attention of his surrounding. After I drove by him I heard a loud thud from my Passenger Side of the window. I saw a chip, I Pulled over and told the worker he hit my window

ATTACH ANY ADDITIONAL INFORMATION/ RECEIPTS/ ETC. THAT MAY BE IMPORTANT TO YOUR CLAIM.

CLAIMANT SIGNATURE Ray Motte Sr. **DATE** 03/18/2025

PLEASE RETURN TO:

CITY OF GALVESTON
OFFICE OF CITY SECRETARY
823 ROSENBERG
P.O. BOX 779
GALVESTON, TEXAS 77553

ORDINANCE NO. 25-_____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE CODE OF THE CITY OF GALVESTON, AS AMENDED, THE 2015 GALVESTON LAND DEVELOPMENT REGULATIONS, "ARTICLE 13: PERMITS AND PROCEDURES", TO ESTABLISH FEES FOR GALVESTON LANDMARK DESIGNATION AND REPLACEMENT GALVESTON LANDMARK PLAQUES; PLANNING CASE NUMBER **25ZA-001**; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, on March 5, 2015, City Council adopted the 2015 Galveston Land Development Regulations (LDR's), including Article 13: "Permits and procedures"; and,

WHEREAS, Staff requests a text amendment to Article 13: "Permits and Procedures" of the Land Development Regulations (LDR's) to establish fees for Galveston Landmark Designation and replacement Galveston Landmark Designation plaques; and,

WHEREAS, as provided in the City staff report, attached and incorporated herein as **Exhibit 1,** Galveston Landmark Designation plaques are awarded to property owners upon the designation of a building as a Galveston Landmark and are intended to be displayed on the building. The existing plaques are 8 inches in diameter, are made of resin, and feature the City seal along with the words,"Galveston Landmark"; and,

WHEREAS, the current inventory of plaques is low. The Development Services Department has researched suppliers for the Galveston Landmark plaques and have identified a manufacturer to produce new plaques, which will retain the same design, but the plaques will be upgraded from resin to aluminum for improved durability. As the new plaques will be made of higher-quality material, it is anticipated that some owners of previously designated landmarks will choose to replace their resin plaques with the new aluminum versions; and,

WHEREAS, Staff plans to order 100 plaques. To offset production costs, Staff is proposing a new $100 fee for Galveston Landmark designation, as well as, a fee for a replacement plaque. Given the city has averaged nine (9) new designations per year, this order is expected to last more than a decade; and,

WHEREAS, the Landmark Commission, at its regular meeting of March 3, 2025, voted to recommend approval of the request; and,

WHEREAS, the Planning Commission, at its regular meeting of March 4, 2025, voted to recommend approval of the request; and,

WHEREAS, after public notice and hearing as required by law, the City Council finds that it is in the public's interest to amend the 2015 Galveston Land Development Regulations, Article 13: "Permits and procedures", to establish fees for Galveston Landmark Designation and replacement plaques.

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

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

SECTION 2. The Code of the City of Galveston, as amended, the 2015 Galveston Land Development Regulations, Article 13, Permits and procedures table 13.11101, shall be amended to read and provide as follows:

Division 13.1100 Fees

Sec. 13.1101 Authority to Establish Fees

A. **Generally**. Fees for the administration of these regulations shall be established as provided in Table 13.1101, below.

Table 13.1101	
ZONING	
Zoning change (includes SUP, Zoning Text Change, and Classification of New and Unlisted Use)	$1,000 (plus cost of signage and associated fees)
Planned Unit Development (PUD)	$1,200 Master/Concept Plan and Revision; and, $300 Minor Amendment to PUD Plan (admin)
Galveston Landmark Designation	$100
***	
MISCELLANEOUS	
GIS Map	$100 per linear foot
Plot Plan Reproduction	$50 per page
Galveston Landmark Plaque	$100 each

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 5. All Ordinances of general and permanent nature, and amendments to such Ordinances, hereinafter adopted by the City Council, shall be drafted, so far as possible, as specific amendments of, or additions to, this Code. Amendments to this Code are intended for publication to the Galveston City Code. The Codifier is authorized pursuant to the Galveston City Code to make non-substantive changes to the Ordinance prior to publishing.

SECTION 6. In accordance with the provisions of Section 12 and 13 of Article II of The City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 7. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of The Charter of the City of Galveston.

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
SR. ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on March 27, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

City Council
City of Galveston
March 27, 2025

25ZA-001 STAFF REPORT

APPLICANT:
Development Services Department

REQUEST:
Text Amendment

APPLICABLE ZONING LAND USE REGULATIONS:
Land Development Regulations, Article 13: Permits and Procedures

PROPOSED TEXT AMENDMENT:
Establish a fee for Galveston Landmark Designation and replacement Galveston Landmark Plaques

EXHIBITS:
A – Galveston Landmark Plaque Photograph
B – Proposed Text Amendment

STAFF:
Catherine Gorman, AICP
Assistant Director/Historic Preservation Officer
409-797-3665
cgorman@galvestontx.gov

Executive Summary:
Staff is requesting a text amendment to Article 13: Permits and Procedures of the Land Development Regulations to establish fees for Galveston Landmark Designation and replacement Galveston Landmark plaques.

The Development Services Department has been researching suppliers for Galveston Landmark plaques, as our current inventory is low. These plaques are awarded to property owners upon the designation of a building as a Galveston Landmark and are intended to be displayed on the building. The existing plaques are 8 inches in diameter, made of resin, and feature the City seal along with the words "Galveston Landmark." Staff has identified a manufacturer to produce new plaques, which will retain the same design but be upgraded from resin to aluminum for improved durability.

To offset production costs, Staff is proposing a new $100 fee for Galveston Landmark designation, as well as a fee for replacement plaques. Since the new plaques will be made of higher-quality material, we anticipate that some owners of previously designated landmarks may choose to replace their resin plaques with the new aluminum version.

Staff plans to order 100 plaques. Given that the City has averaged nine new designations per year, this order is expected to last more than a decade.

Other Reviews:
The Landmark Commission reviewed request at the March 3, 2025 meeting . The Planning Commission reviewed request at the March 4, 2025 meeting . Both bodies voted unanimously to recommend approval.

Recommendation

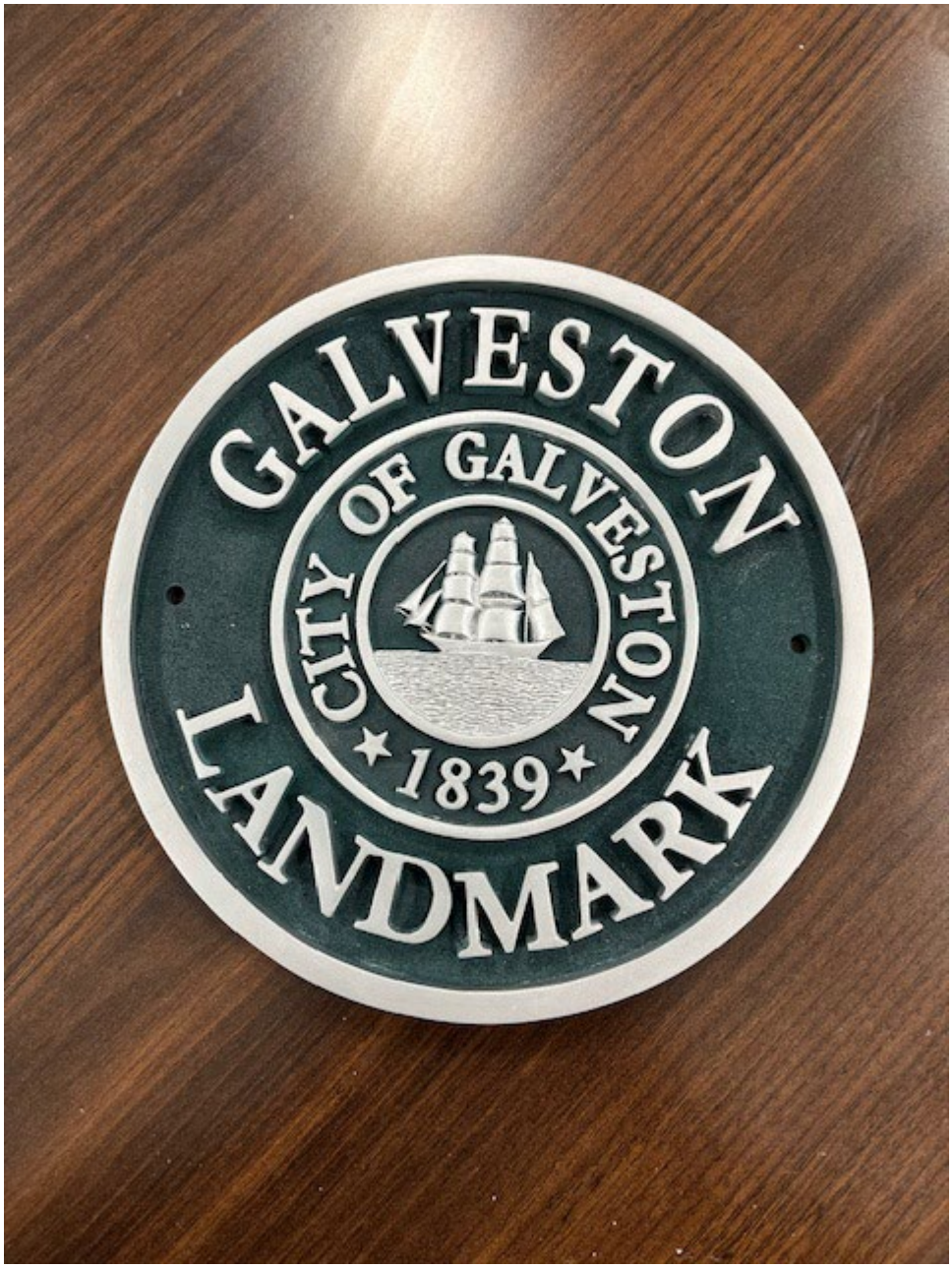
Staff recommends approval as submitted.

Respectfully Submitted,

Catherine Gorman, AICP
Assistant Director/HPO

03/14/2025
Date

Exhibit A



Division 13.1100 Fees (ORD. 18-037)

SEC. 13.1101 AUTHORITY TO ESTABLISH FEES

A. **Generally.** Fees for the administration of these regulations shall be established as provided in Table 13.1101, below.

Table 13.1101	
ZONING	
Zoning Change (includes SUP, Zoning Text Change, and Classification of New and Unlisted Use)	$1,000 (plus cost of signage and associated fees)
Planned Unit Development (PUD)	$1,200 Master/Concept Plan and Revision; and, $300 Minor Amendment to PUD Plan (admin)
Galveston Landmark Designation	$100
Variance	$375
Appeal	$350
Zoning Verification Letter	$100
Zoning Analysis	$500
Certificate of Zoning Compliance (COZC)	$100
SUBDIVISION	
Minor Plat	$250
Preliminary Plat	$750
Final Plat	$750
Subdivision Variance	$375
REAL ESTATE	
Abandonment	$1,000 application plus fair market value
BEACHFRONT	
Beachfront Construction and Dune Protection Permit	$500 (plus $200 fibercrete maintenance fee per state, when applicable)
Beachfront Construction and Dune Protection Permit – Planning Commission Review	$750 (plus $200 fibercrete maintenance fee per state, when applicable)
Beach Maintenance Permit	$500
DEVELOPMENT	
Site Plan Review	$100 Residential, $200 Commercial, $500 HDDZ, and $50 Historic
Height and Density Development Zone (HDDZ) Design Review	Based on professional services cost
Sign	$100
Tree Mitigation	$125 per caliper inch up to 12 inches and $200 per caliper inch more than 12 inches
LANDMARK	
New Construction	$250
Demolition	$500
MISCELLANEOUS	
GIS Map	$100 per linear foot
Plot Plan Reproduction	$50 per page
Galveston Landmark Plaque	$100

ORDINANCE NO. 25-__

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, DESIGNATING THE PROPERTY LOCATED AT **2114 AVENUE O,** AS A "GALVESTON LANDMARK", PROPERTY IS LEGALLY DESCRIBED AS M.B. MENARD SURVEY, LOT 11, SOUTHWEST BLOCK 43, GALVESTON OUTLOTS, IN THE CITY AND COUNTY OF GALVESTON, TEXAS; REQUESTING THE HISTORIC PRESERVATION OFFICER RECORD THE PROPERTY'S LANDMARK DESIGNATION IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY IN GALVESTON COUNTY, THE TAX RECORDS OF THE CITY OF GALVESTON AND THE CENTRAL APPRAISAL DISTRICT, AND THE OFFICIAL ZONING MAPS OF THE CITY OF GALVESTON, TEXAS; DESIGNATING THE SITE AS A HISTORICALLY OR ARCHEOLOGICAL SIGNIFICANT SITE IN NEED OF TAX RELIEF TO ENCOURAGE ITS PRESERVATION; PLANNING CASE NUMBER **25P-002**; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, on March 11, 1999, the Galveston City Council adopted Ordinance Number 99-14 creating the Landmark Designation Process requiring that a property requesting such designation must meet certain criteria and that the designation is considered a "change of zoning" for the property and is therefore treated as such; and,

WHEREAS, the Applicants and Property Owners, Cindy and Jam Laufer, request that the structure located at **2114 Avenue O,** and legally described as M.B. Menard Survey, Lot 11, Southwest Block 43, Galveston Outlots, in the City and County of Galveston, Texas, be officially designated as a Galveston Landmark; and,

WHEREAS, the "Leopold and Ernestine Jantke" House was built in 1884. As originally built, the house contained two rooms, one hall, a pantry, and a partially ceiled attic space. An addition in 1890 increased the number of rooms to five. The house underwent a complete remodel in 1926. The remodel resulted in a two-story dwelling elevated 4 ½' that contained eight rooms and a new double-gallery across the main elevation (south). Upon completion, dimensions of the building were recorded as 32'x26' (main), 16'x16' (addition) and 6'x28" (new front gallery). A continuous dormer across the second level, attributed to the 1926 remodel, and provides a Colonial Revival element to the modified Victorian style house. The house has been in its current appearance for 99 years; and,

WHEREAS, the property is eligible to participate in the City of Galveston's Tax Exemption for New Galveston Landmarks Program. New Galveston Landmarks located outside of historic districts are eligible for a 35% reduction in City of Galveston property taxes for a period of five years; and,

WHEREAS, as set out in the Staff Report, attached as **Exhibit 1** and incorporated herein for all intents and purposes, the property was reviewed and met the criteria for Landmark Designation as set forth in Article 10 of the City's Land Development Regulations; and,

WHEREAS, at its regular meeting of February 17, 2025, the Landmark Commission voted to recommend approval of the request; and,

WHEREAS, at its regular meeting of February 18, 2025, the Planning Commission voted to recommend approval of the request; and,

WHEREAS, Staff recommends the request for Landmark Designation of the property located at **2114 Avenue O,** as detailed in Planning Case Number **25P-002**, be approved with the condition provided in Section 2 below; and,

WHEREAS, after notice and public hearing as required by law, the City Council finds that it is in the public's interest to approve the application and designate the structure located at **2114 Avenue O,** and legally described as M.B. Menard Survey, Lot 11, Southwest Block 43, Galveston Outlots, in the City and County of Galveston, Texas, as a "Galveston Landmark" and as a historically or archeologically significant site in need of tax relief to encourage its preservation.

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

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

SECTION 2. After public hearing, the City Council approves the request for Landmark Designation of the property located at **2114 Avenue O,** and legally described as M.B. Menard Survey, Lot 11, Southwest Block 43, Galveston Outlots, in the City and County of Galveston, Texas, subject to the following condition:

Standard Condition:

1. As with all properties containing a Historic Overlay Designation, including Landmark Designations, exterior alterations to the property will be subject to review and approval by the Landmark Commission and must conform to the Design Standards for Historic Properties of Galveston, Texas.

SECTION 3. Pursuant to City of Galveston Ordinance Number 15-059, the City Council designates the structure as a "historically or archeologically significant site in need of tax relief to encourage its preservation". The property is eligible to participate in the City of Galveston's Tax Exemption for New Galveston Landmarks Program. New Galveston Landmarks located outside of historic districts are eligible for a 35% reduction in City of Galveston property taxes for a period of five years.

SECTION 4. The City of Galveston's Historic Preservation Officer will maintain all records and will record the property's Landmark Designation in the Official Public

Records of Real Property of Galveston County, in the tax records of the City of Galveston and the Central Appraisal District, and in the Official Zoning Maps of the City of Galveston, Texas.

SECTION 5. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 6. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 7. In accordance with the provisions of Sections 12 and 13 of Article II of The City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 8. This Ordinance shall become effective upon its adoption and publication in accordance with the provisions of The Charter of the City of Galveston.

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
SR. ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on March 27, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

City Council
Planning and Development Division
City of Galveston
March 27, 2025

25P-002 STAFF REPORT

ADDRESS:
2114 Avenue O

LEGAL DESCRIPTION:
M.B. Menard Survey, Lot 11, Southwest Block 43, Galveston Outlots, in the City and County of Galveston, Texas.

Applicant:
Cindy and Jim Laufer

Property Owners:
Cindy and Jim Laufer

ZONING DISTRICT:
Urban Neighborhood, Neighborhood Conservation District, One (UN-NCD-1)

HISTORIC DISTRICT:
None

REQUEST:
Request for designation as a Galveston Landmark

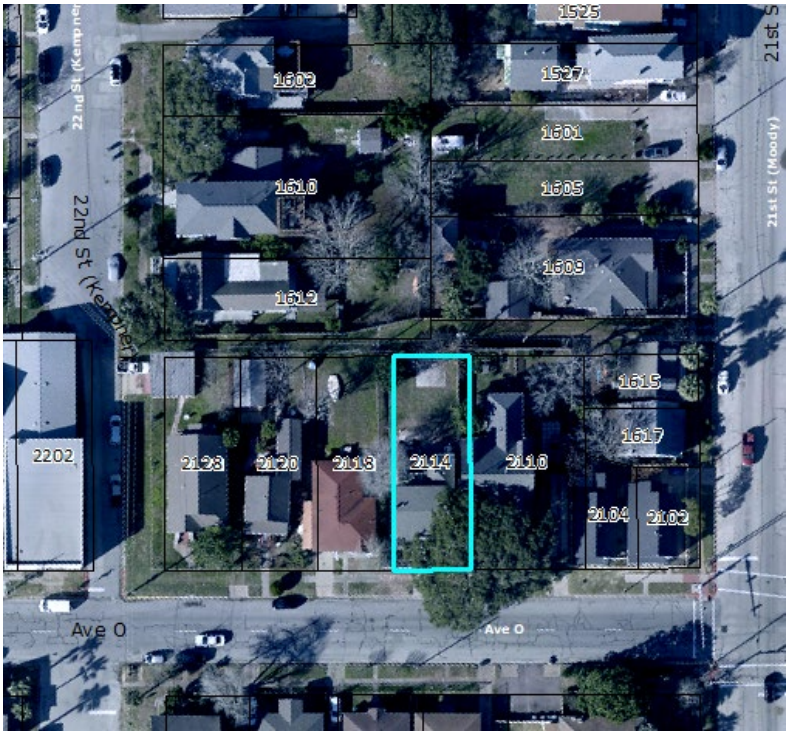
STAFF RECOMMENDATION:
Approval with Conditions

EXHIBITS:
A – Applicant's Submittal

STAFF:
Catherine Gorman, AICP
Assistant Director/HPO
409-797-3665
cgorman@galvestontx.gov

Public Notice and Comment:

Sent	Returned	In Favor	Opposed	No Comment
29	1	1	0	0





Zoning and Land Use

Location	Zoning	Land Use
Subject Site	Urban Neighborhood, Neighborhood Conservation District, One (UN-NCD-1)	Residential
North	Urban Neighborhood, Neighborhood Conservation District, One (UN-NCD-1)	Residential
South	Urban Neighborhood, Neighborhood Conservation District, One (UN-NCD-1)	Residential
East	Urban Neighborhood, Neighborhood Conservation District, One (UN-NCD-1)	Residential
West	Urban Neighborhood, Neighborhood Conservation District, One (UN-NCD-1)	Residential

Executive Summary

The applicant is requesting designation of the above referenced address, as a Galveston Landmark.

Analysis

As per Article 10 of the Land Development Regulations, the following criteria should be considered during the Landmark Designation review process:

1. **The character, interest, or value as part of the development, heritage, or cultural characteristics of the City of Galveston, Galveston County, the State of Texas, or the United States.**

   The Leopold and Ernestine Jantke House was built in 1884. The house was owned by several families after the Jantkes. Each of these individuals played a role in shaping Galveston's diverse and working-class history, contributing to commerce, labor, and community development.

2. **Properties that are associated importantly with the lives of persons historically significant in the history of the United States, the State of Texas, or the City of Galveston.**

   Leopold and Ernestine Jantke, German immigrants, built the house in 1884 and used it as their primary residence. After the 1900 Storm, they briefly left Galveston, likely joining their daughter Frida in central Texas, before returning in 1903. After Ernestine's death in 1908, Leopold moved permanently to be with Frida, who later sold the house.

   In 1908, George Tischendorf, a Galveston-born bricklayer, purchased the home from Frida Struve (formerly Jantke). He and his family lived there until 1910, when they moved to Houston. He then leased the house to employees of the Galveston Electric Company for a year.

   Peter V. Romano, an Italian merchant, acquired the home next. His family maintained ownership for 71 years, making it the longest-held family residence. Romano

expanded and remodeled the house in 1926. Following his death in 1936, the house remained with his children.

In 1947, Beatrice Romano McNally, Romano's daughter, became the sole owner. She and her husband, Edward McNally, resided there for decades. After Beatrice's passing in 1967, Edward remained in the home until 1982, when he sold it.

Simona Mary Rizo purchased the house in 1982 and used it both as a residence and rental property. Subsequent owners primarily used it as their primary home, reflecting the broader residential character of the San Jacinto Neighborhood.

3. **Retention of historic integrity, meaning that the property possesses several, and usually most, of the following aspects of integrity: location, design, setting, materials, workmanship, feeling or association.**

The Leopold and Ernestine Jantke House has been modified since its original construction in 1884. As originally built, the house contained two rooms, one hall, a pantry, and a partially ceiled attic space. An addition in 1890 increased the number of rooms to five. The house underwent a complete remodel in 1926 when owned by the Romano family. The remodel resulted in a two-story dwelling elevated 4 ½' that contained eight rooms and a new double-gallery across the main elevation (south). Upon completion, dimensions of the building were recorded as 32'x26' (main), 16'x16' (addition) and 6'x28" (new front gallery). A continuous dormer across the second level, attributed to the 1926 remodel, provides a Colonial Revival element to the modified Victorian style house.

While the house has been modified, the Design Standards recognize that changes that have happened through time can have their own significance. The house has been in its current appearance for 99 years.

Financial Incentives for Historic Properties

The property is not located in a historic district, and is eligible for the Financial Incentive for Historic Properties for new Galveston Landmarks.

Other Reviews

The Landmark Commission reviewed request at the February 17, 2025 meeting . The Planning Commission reviewed request at the February 18, 2025 meeting . Both bodies voted unanimously to recommend approval.

Staff Recommendation

Staff recommends approval with the following condition:

Standard Condition:

1. As with all properties containing a Historic Overlay Designation, including Landmark Designations, exterior alterations to the property will be subject to review and approval by the Landmark Commission and must conform to the Design Standards for Historic Properties of Galveston, Texas.

Respectfully Submitted,



Catherine Gorman, AICP
Assistant Director/HPO

03/14/2025
Date

Leopold and Ernestine Jantke House
2114 Avenue O
Lot 11/ Southeast Outlot 43
Built 1884, addition 1890, remodeled 1926

- The existing DESCRIPTION AND ESTIMATE insurance document for 2114 Avenue O, dated 20 June 1902, describes a one-story frame dwelling elevated on 3' brick piers that contained two rooms, one hall, a pantry, two porches and a partially ceiled attic space. The build date for the building is noted as 1884. An addition recorded in 1890 increased the number of rooms to five. The document also recorded repairs in 1902 and 1912. Original use of the building was as an owner occupied residence but an undated amendment also reflects use as a tenant property.

- The building's insurance record also notes a complete remodel in February 1926 that resulted in a two-story dwelling elevated 4 ½' that contained eight rooms and a new double-gallery across the main elevation (south). Upon completion, dimensions of the building were recorded as 32'x26' (main), 16'x16' (addition) and 6'x28" (new front gallery). A continuous dormer across the second level, attributed to the 1926 remodel, provides a Colonial Revival element to the modified Victorian style house.

- The original owners of the dwelling were German immigrants Leopold and Ernestine Jantke. The Jantkes emigrated to Galveston in 1881 with their only child, daughter Frida Clara. On the island, Leopold worked as a tailor for I. Steifel & Company (among others), merchant tailors on Tremont Street who sold gentlemen's furnishings (clothing, hats, shoes and accessories). Before the Jantkes purchased the lot on the southeast quarter of outlot 43, where they built their house at 2114 Avenue O in 1884, they resided on Ball Street between 16th and 17th Streets.

- When their new house on Avenue O was completed, the Jantke family utilized the house as their primary residence. Frida, noted as a school teacher in city directories, married Clemens Struve in Galveston in 1898 and the couple relocated to the Texas Hill Country. Leopold and Ernestine resided in the house when the 1900 Storm struck and appear to have relocated briefly afterwards as the 1901-1902 *Galveston City Directory* noted the house was occupied by tenants. The couple most likely joined their daughter in central Texas during the recovery period before they returned to the island by 1903, where they remained at their house on Avenue O until Ernestine's death in 1908, after which Leopold joined daughter Frida and her family in Hunt, Texas. Frida and her husband eventually moved to Campbellton, Texas, where Leopold died in November 1920.

- George Tischendorf purchased the house from Freda Struve in 1908. Tischendorf was a first generation American born to German immigrant parents. Tischendorf worked as a bricklayer and was a member of the Bricklayers' Union No. 1, for whom he served as the chapter treasurer. He was born and raised in Galveston, where his father worked as a shoemaker. In 1898, Tischendorf married Cecile Abadie at St. Joseph's German Catholic Church (2202 Avenue K). After they purchased 2114 Avenue O in 1908, they utilized it as their primary residence until 1910, when they relocated to Houston. The leased the house to Galveston Electric Company employees Otto Kirchner and Tod Hunter for a year. Kirchner was a motorman for the city trolley system and Hunter worked as a trolley conductor.

- After Tischendorf moved to Houston, prominent Italian merchant Peter V. Romano purchased the house at 2114 Avenue O. The property would remain the Romano family for the next seventy-one years. Romano was born in Salerno, Italy, in 1865. As a young man, he joined the maritime industry and set sail with ambitions to see the world. When the ship arrived in Galveston, Romano stayed and worked, first, as a longshoreman before he opened a grocery store at 21st and Avenue O. The store expanded under the name of P. V. Romano & Company, branching out into wholesale importation of selected Italian, French and Spanish foods. In the spring of 1894, Romano married Berlin native Elizabeth Pitzlin and the couple would soon have five children. After Elizabeth's death in 1916, Romano maintained the family residence on Avenue O, where he expanded and remodeled the building in 1926. Although he maintained ownership, he eventually relocated to an apartment on the Seawall and allowed his children and their families to occupy the house on Avenue O. After his death in 1936, the children inherited his estate.

- In 1947, the Romano children divided the estate, with the Romano's daughter, Beatrice, claiming sole ownership of the family home on Avenue O. Beatrice was born in Galveston in 1899 and married Galveston native and automobile mechanic Edward Martin McNally in 1927. The United States census records in 1940 and 1950 recorded the couple residing at 2114 Avenue O. After Beatrice died in 1967, Edward married Sarah Josephine Brock in 1975. They remained at 2114 Avenue O until 1982, when Edward sold the house.

- Simona Mary Rizo purchased the house from McNally in 1982. She utilized the house as both her residence and rental property with subsequent owners mainly using the property as their primary residence. The house is located in the San Jacinto Neighborhood, a 150-block area noted for an abundance of workers' cottages, small-to-medium size houses and scattered sets of similar buildings indicative of development for both owner-occupied residences as well as investment property.

Chain of Title, Lot 11/Southeast Outlot 43 (2114 Avenue O)

- **Leopold Jantke.** Purchased vacant lot May 1884 from Gustave Ranger. Ranger co-owned the renowned cotton firm Ranger & Company. Gustave Mayhoff, who built 2110 Avenue O in 1887, was a member of the firm.
    - (*Galveston Daily News*. May 4, 1884. "REAL ESTATE TRANFERS.")

- **Frida Struve,** Daughter of Jantke. July 23, 1908.
    - (Galveston County Clerk Archives. B228, P397)

- **George C. Tischendorf.** July 23, 1908.
    - (Galveston County Clerk Archives. B 229, P123)

- **Peter V. Romano.** July 6, 1911.
    - (Galveston County Clerk Archives. B249, P547)

- **Beatrice Romano McNally, and husband Edward M. McNally,** April 24, 1947.
    - (Galveston County Clerk Archives. B748, P569)

- **Simona Mary Rizo.** July 1, 1982.
    - (Galveston County Clerk Archives. Ref. No. 001-75-0783)

- **Dennis F. Hargitt.** August 30, 2000. *

- **Larry Horn.** May 30, 2008. *

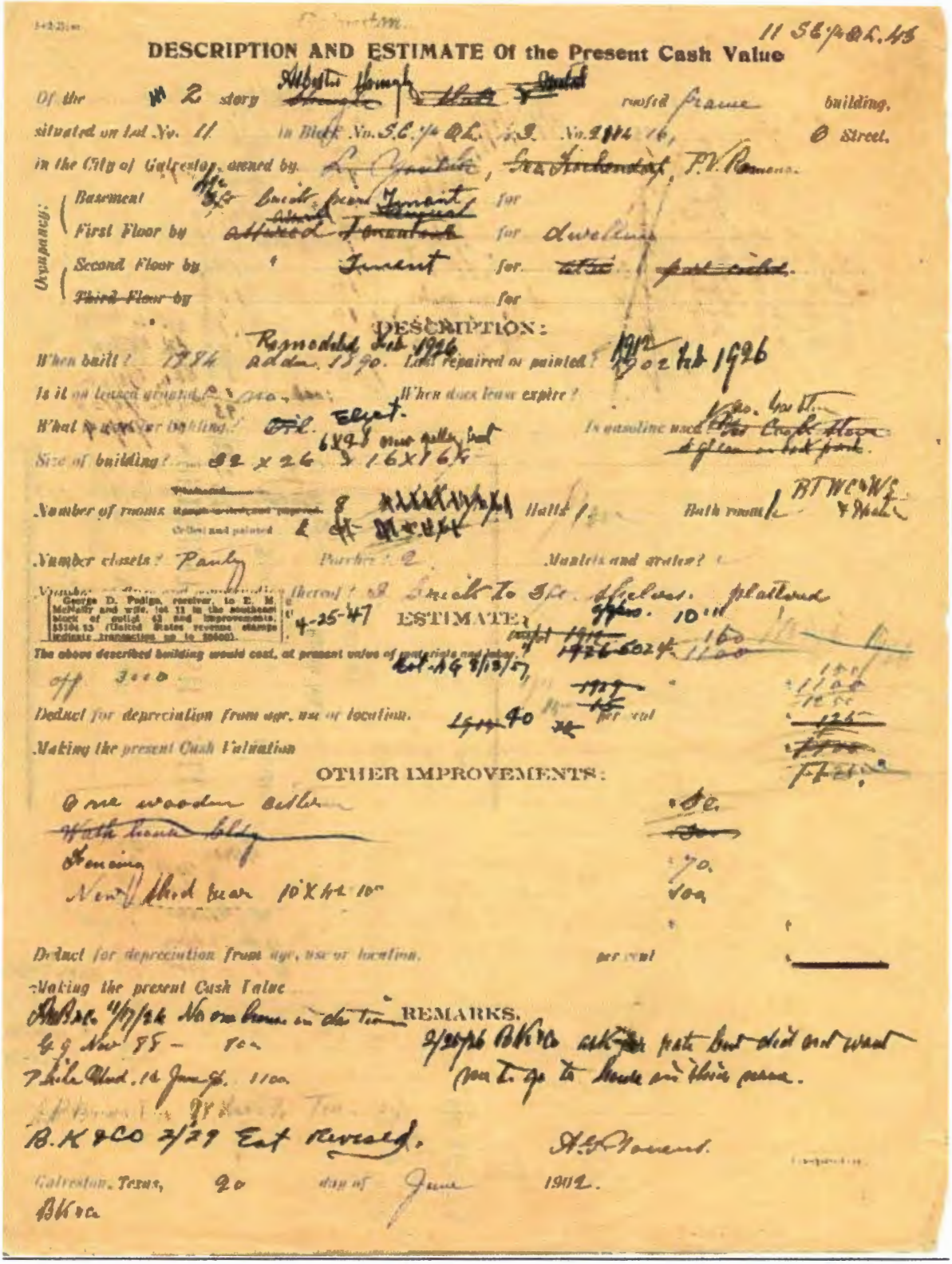
- **Christopher and Kelly Ledford.** March 11, 2013. *

- **Jack Schaffer and Denise Lewis.** March 15, 2019. *

- **Jim and Cindy Laufer.** May 22, 2024 *

**Ownership information from Galveston County Central Appraisal District website.*

Information compiled and written by:
Jami Durham, Historian- Building and Cultural History
Galveston Historical Foundation
November 18, 2024



DESCRIPTION AND ESTIMATE Of the Present Cash Value

Of the 2 story Attached Garage Frame building,
situated on Lot No. 11 in Block No. S.C. ½ Q.L. Sub. No. 2114 16, O Street,
in the City of Galveston, owned by [illegible], Sea Scrivener, P.V. Romero.

Occupancy: Basement [illegible] for
First Floor by Attached Tenant for Dwelling
Second Floor by Tenant for [illegible]
Third Floor by for

DESCRIPTION:

When built? 1884 Remodeled Feb 1926 Added 1890. Last repaired or painted? 1902 Feb 1926
Is it on leased ground? No. When does lease expire?
What kind of roofing? Tin. Elect. 6x9 one gable roof In gasoline used for Cook Stove & flame not fuel.
Size of building? 22 x 26 & 16x16
Number of rooms [illegible] Halls 1 Bath rooms 1 BT WC & WS & Shower
Number closets? Pantry Pantries? 2 Mantels and grates?
Verandas [illegible] thereof? 2 Sheds to Rear. Plastered.

George D. Pudge, receiver, to E. M. McNally and wife, lot 11 in the southeast block of outlot 43 and improvements. $5104.13 (United States revenue stamps indicate transaction up to $5000).

4-25-47 ESTIMATE: 1902 1926 Feb 1926 Est. 14 5/13/27

The above described building would cost, at present value of materials and labor, [illegible]

Deduct for depreciation from age, use or location. [illegible] per cent

Making the present Cash Valuation

OTHER IMPROVEMENTS:

One wooden cellar [illegible]
Walk [illegible]
Fencing
New Shed Rear 10'X12 10c

Deduct for depreciation from age, use or location. per cent

Making the present Cash Value

REMARKS.

Mar 26. 4/27/26 No one home in the Town
6 9 Nov 25 - 10c
Phila Blvd. 16 Jan 26. 11c

2/26/26 BK&Co ask for rate but did not want [illegible] to go to house on this case.

B.K&Co 7/29 Est Revised.

A.S. Vincent.

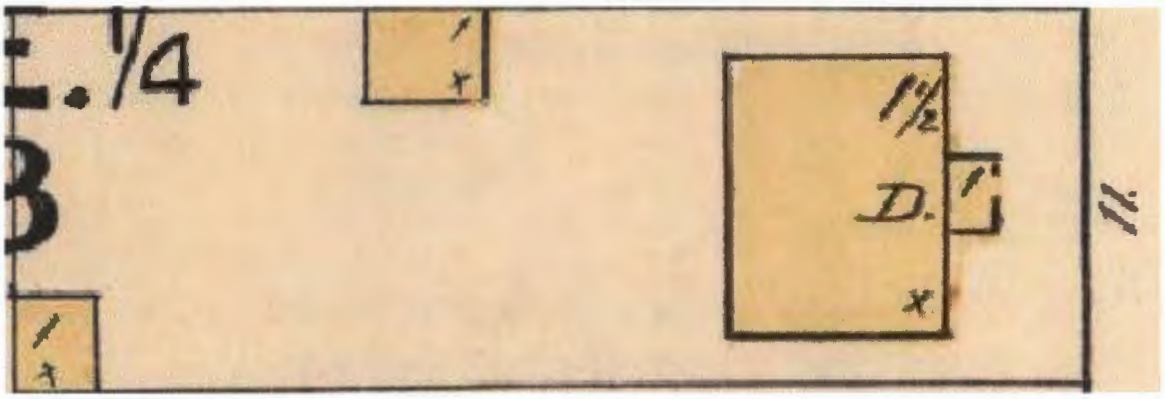
Galveston, Texas, 20 day of June 1902.

BK&Co

1902 Building Record, 2114 Avenue O

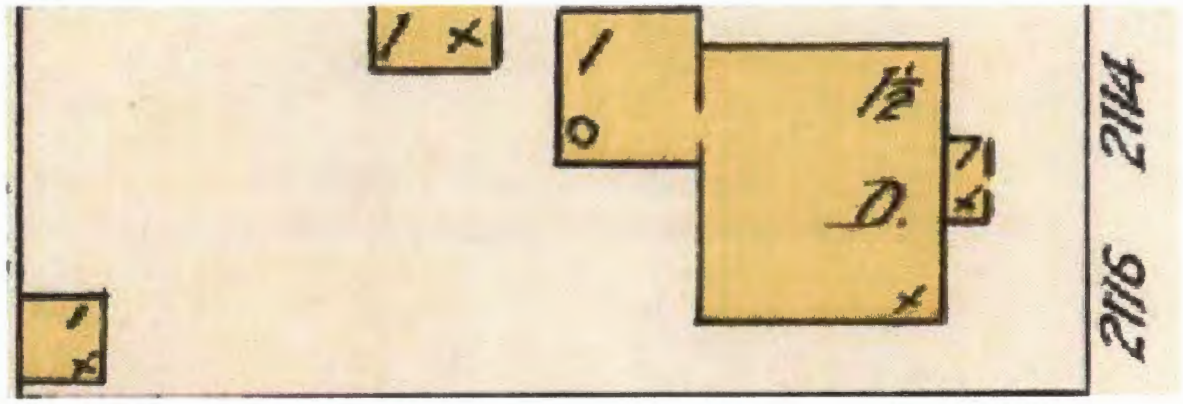
Sanborn Fire Insurance Map Footprints, 1889-1947

1889



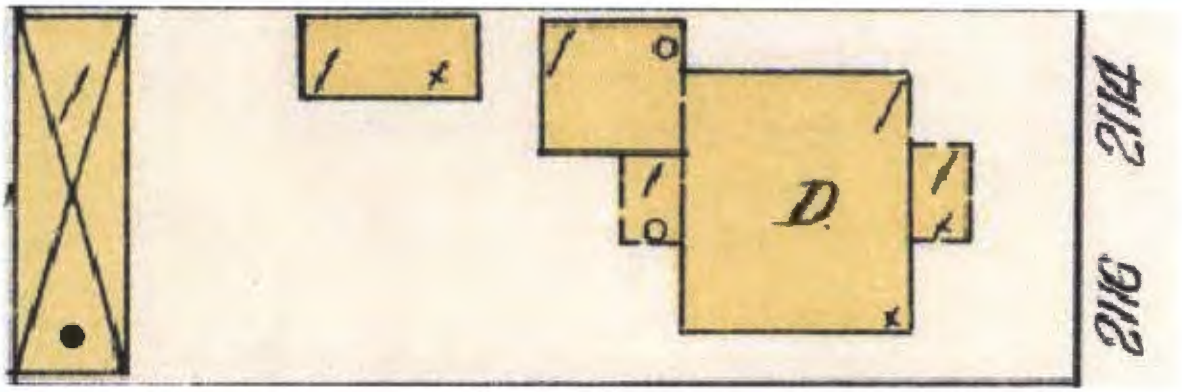
The 1889 map depicts a one-and-one-half story frame dwelling. A small covered porch covered the entrance to the cottage. The five-bay, center-hall cottage would have had a side-gable roof that may have supported two-single dormers allowing light into the half-story unfinished attic space, which was a vernacular design seen commonly within the community. Two one-story accessory buildings are also recorded on the lot. These were used as a wash-house and a shed and are noted on the building's original insurance record.

1899



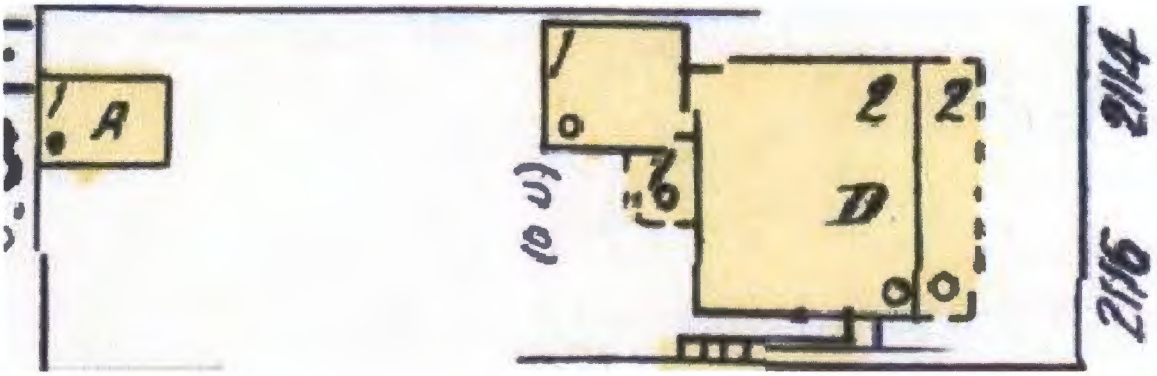
By 1899, the map recorded the 1890 addition on the northeast corner of the house that increased the number of rooms from two to five.

1912

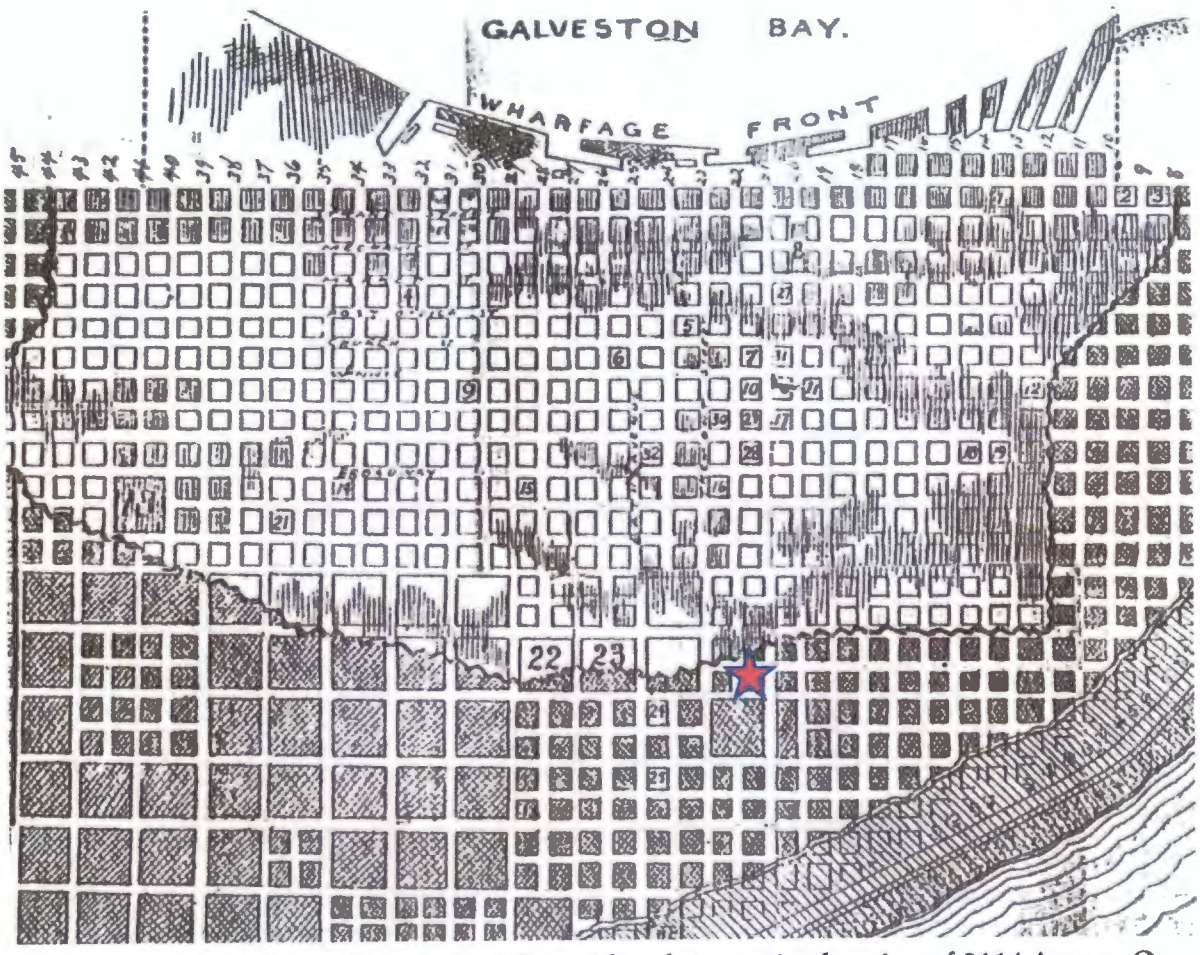


After the 1900 Storm, the 1912 map depicted a change to the property. The house was recorded as a one-story frame house. Located on the boundary of partial and complete destruction caused by the 1900 Storm, this may indicate damage as a result of the storm. The footprint of the main building remained unchanged except for the addition of a back porch on the north elevation of the building. A new one-story frame accessory building with a hipped roof is recorded along the north boundary of the lot along the alley.

1947



By 1947, the maps recorded the 1926 remodel of the building that resulted in a two-story frame dwelling with a full-width double-gallery across the south (main) elevation. The notation of "OU" indicates the elevated building was "open underneath" and not enclosed. The map also noted a new one-story frame automobile garage at the rear of the lot.



Clipping of 1900 Storm Destruction Map, with red star noting location of 2114 Avenue O.
The squiggly line records the natural wall of debris that accumulated from demolished buildings closest to the beach. By some eye-witness accounts, this wall was as tall as a three-story building in places and served as protection for buildings located within its perimeter.

Galveston City Directory Search

1882-1883, 1883-1884
Leopold Jantke, tailor, r. 416 Av H bet 16th and 17th

1886-1887
Leopold Jantke, tailor Schloss Brothers, r. ns E. Av O bet 21st and 22nd

1891-92
Leopold Jantke, tailor, r. 2114 Ave O

1895-1896
Leopold Jantke, tailor, r. 2114 Ave O
Miss Frieda C. Jantke, substitute teacher 4th District School, r. 2114 Ave O

1899-1900
Leopold Jantke, tailor Nielson-Mullen Tailoring Co., r. 2114 O
Arthur Jantke, clerk Singer Mfg. Co., h. 2114 O

1901-1902
Maurice Block, junk dealer r. 2114 O. 2
Miss Alice Block, teacher, h. 2114 O
Jantke family not listed in the directory

1903-1904
Leopold Jantke, tailor P. Nielson & Co., r. 2114 O

1908-1909
Leopold Jantke, tailor, r. 2114 O

1909-1910
George C. Tischendorf, brick contractor, builder, r. 2114 O. 5. Ph 2769

1911-1912
Otto H. Kircher, motorman, Galv. Electric Co., r. 2114 O. 4
Tod Hunter, conductor, Galv. Electric Co., r. 2114 O
Peter V. Romano (P.V.Romano & Co.), importer and commission merchant, wholesale fruits, poultry and produce, Italian produce, spaghetti, tomato paste, Roman cheese, olive oils, 2019 Strand, ph 46, r. 2107 N.

1913

Peter V. Romano (P.V.Romano & Co.), importer and commission merchant, wholesale fruits, poultry and produce, Italian produce, spaghetti, tomato paste, Roman cheese, olive oils, 2019 Strand, Ph 46, r. 2114 O. 8
Joseph N. Romano, stenographer P. V. Romano, h. 2114 O
P. V. Romano & Company, contract stevedores 2019 Strand, Ph 46

1916

Peter V. Romano (P.V.Romano & Co.), commission merchant, 2019 Strand, Ph 46, r. 2114 O. 8
P. V. Romano & Company, contract stevedores 2019 Strand, Ph 46
Joseph N. Romano, bookkeeper P. V. Romano, h. 2114 O
Peter Romano, apprentice L. C. Ramakers, h. 2114

1919

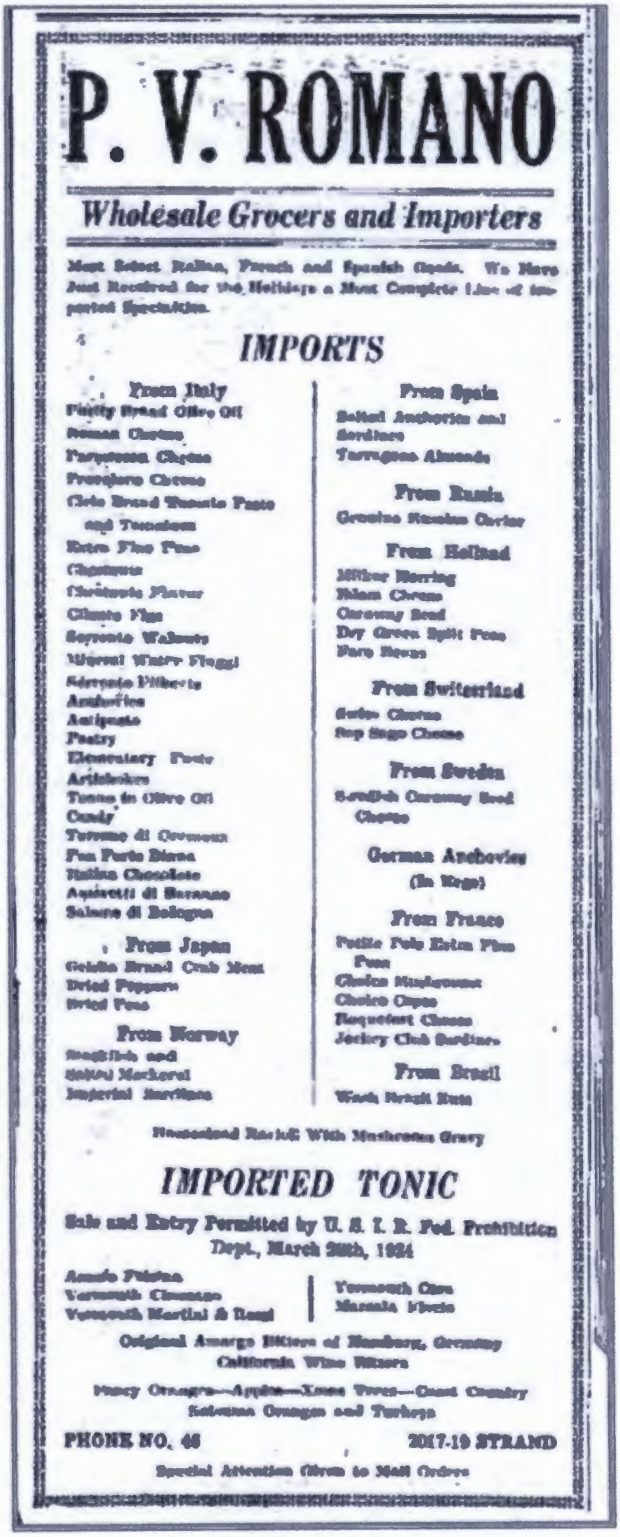
Peter V. Romano (P.V.Romano & Co.), commission merchant, 2019 Strand, Ph 46, r. 2114 O. 8
P. V. Romano & Company, contract stevedores 2019 Strand, Ph 46
Joseph N. Romano, bookkeeper P. V. Romano, h. 2114 O
Peter Romano, mechanic Seaboard Trans & Shipping Co., h. 2114

1921

Peter V. Romano (P.V.Romano & Co.), commission merchant, 2019 Strand, Ph 46, r. 2114 O. 8
P. V. Romano & Company, contract stevedores 2019 Strand, Ph 46
Peter Romano, aviator mechanic, h. 2114 O
Miss Beatrice Romano, h. 2114 O

1924-1925

Peter V. Romano (P.V.Romano & Co.), commission merchant, importer of foreign delicacies, stevedore and ship supplies, 2019 Strand, Ph 46, r. 2114 O. 8
P. V. Romano & Company, contract stevedores 2019 Strand, Ph 46
Joseph N. Romano, bookkeeper P. V. Romano, h. 2114 O
Miss Beatrice Romano, student Draughons Practical Business College, h. 2114 O



P. V. ROMANO

Wholesale Grocers and Importers

Most Select Italian, French and Spanish Goods. We Have Just Received for the Holidays a Most Complete Line of Imported Specialties.

IMPORTS

From Italy
Fifty Brand Olive Oil
Roman Cheese
Parmesan Cheese
Provolone Cheese
Gala Brand Tomato Paste and Tomatoes
Extra Fine Peas
Chestnuts
Christofo Flavor
Climax Figs
Sorrento Walnuts
Mineral Water Fiugi
Sorrento Filberts
Anchovies
Antipasto
Pastry
Elementary Paste
Artichokes
Tunny in Olive Oil
Candy
Turrone di Cremona
Fan Forte Diana
Italian Chocolate
Aquivetti di Barzano
Salsero di Bologna

From Japan
Geisha Brand Crab Meat
Dried Peppers
Dried Peas

From Norway
Sardines and Mackerel
Imperial Sardines

From Spain
Salted Anchovies and Sardines
Tarragona Almonds

From Russia
Genuine Russian Caviar

From Holland
Miller Herring
Edam Cheese
Caraway Seed
Dry Green Split Peas
Pure Honey

From Switzerland
Swiss Cheese
Sap Sago Cheese

From Sweden
Swedish Caraway Seed Cheese

German Anchovies
(In Kegs)

From France
Petite Pois Extra Fine Peas
Choice Mushrooms
Choice Capers
Roquefort Cheese
Jockey Club Sardines

From Brazil
Wash Brazil Nuts

Nonesuch Relish With Mushroom Gravy

IMPORTED TONIC

Sale and Entry Permitted by U. S. T. R. Fed. Prohibition Dept., March 28th, 1924

Amelo Fiskus
Vermouth Cinzano
Vermouth Martini & Rossi

Vermouth Cora
Marsala Florio

Original Amargo Bitters of Hamburg, Germany
California Wine Bitters

Fancy Oranges—Apples—Xmas Trees—Cured Country Saloonas Oranges and Turkeys

PHONE NO. 46 2017-19 STRAND

Special Attention Given to Mail Orders

December 1926 newspaper advertisement, P.V. Romano & Company

1980

Edward M. McNally (Josephine), retired, h. 2114 Ave O
Josephine McNally, cashier, South East Packing, h. 2114 Ave O

1985

Simona Mary Rizo, h.2114 Ave O

1991

Larry P. Benneck (Sharon L), maintenance man College Park Care Center, h. 2114 Ave O

1995

Simona Mary Rizo, 2114 Ave O
Last listing for 2114 Avenue O. Address not included in 1996 directory, the last directory issued.

1930

Peter V. Romano, wholesale grocer, importer of foreign delicacies, 2017-2019 Strand, Tel 46, h. 824 Seawall Blvd
Joseph N. Romano (Felice), emp P.V. Romano, h. 2114 Ave O
Dante Romano, emp P. V. Romano, h. 2114 Ave O

1936-1937

Edward M. McNally (Beatrice C), h. 2114 Ave O
Joseph N. Romano (Felice), clerk Del papa commission company, h. 2114 Ave O

1941

Joseph N. Romano (Felice), salesman C&C Co., h. 2114 Ave O
Edward M. McNally (Beatrice C), mgr Galvez Motors, h. 3925 Ave P
Bernice McNally, clerk, h. 3925 Ave P

1945-1946

Joseph N. Romano (Felice), salesman C&C Co., h. 2114 Ave O
No listing for the McNallys

1951

Edward M. McNally (Beatrice C), mgr Galvez Motors, h. 2114 Ave O
Felice Romano (widow Jos.), saleswoman Robert I. Cohen, h. 4723 Crockett

1955

Edward M. McNally (Beatrice C), attnd Texas Filling Station, h. 2114 Ave O

1960

Edward M. McNally (Beatrice C), attnd Texas Filling Station, h. 2114 Ave O

1968

Edward M. McNally (Beatrice C), attnd Barney Coon Oil, h. 2114 Ave O

1972

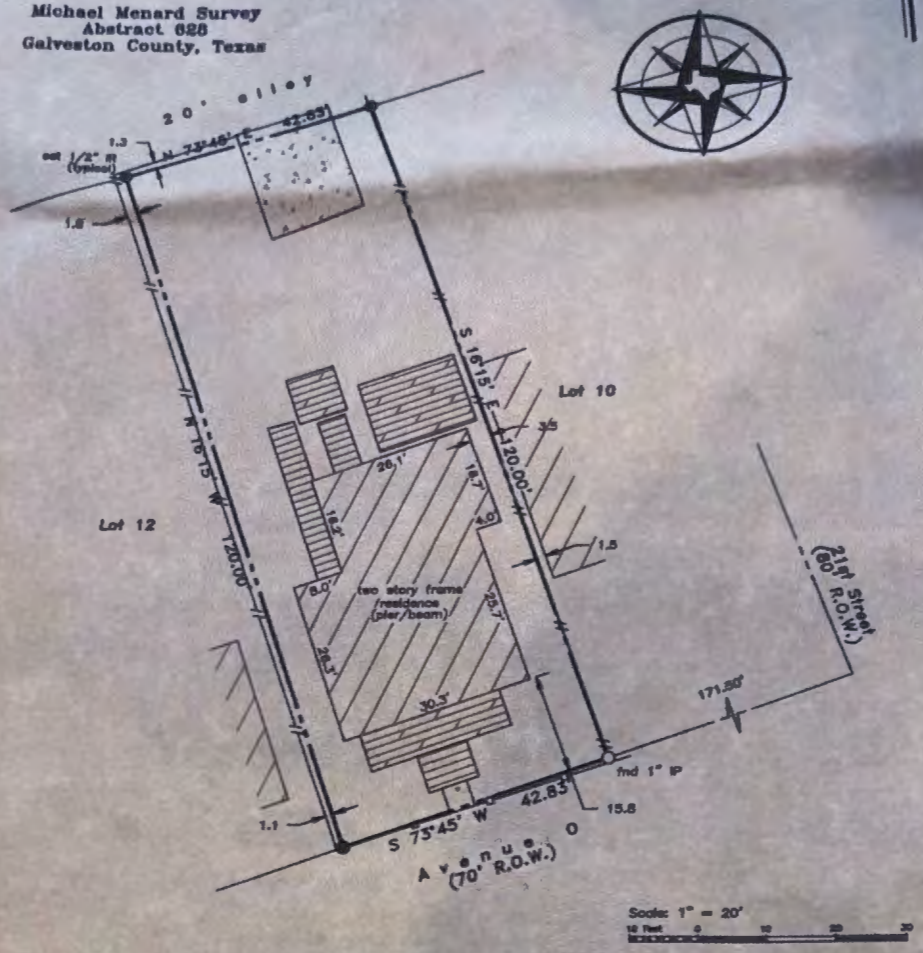
Edward M. McNally, retired, h. 2114 Ave O

1976

Edward M. McNally, retired, h. 2114 Ave O



Michael Menard Survey
Abstract 628
Galveston County, Texas



LAND TITLE SURVEY OF A TRACT OF LAND being Lot 11, in the Southeast Block of Outlot 43, in the City and County of Galveston, Texas.

NOTES:
NO RECORDS SEARCH CONTRACTED. SURVEY PREPARED FROM TITLE COMPANY SPECIFICATIONS. CLIENT RELIES SOLELY ON TITLE COMPANY SPECIFICATIONS AS TO RECORD EASEMENTS, RESTRICTIONS, ROADWAYS, RIGHTS-OF-WAY, BUILDING LINES, ENCUMBRANCES, ETC.; CLIENT AND TITLE COMPANY HOLD TLTS, INC. HARMLESS FROM RESPONSIBILITY FOR SAME

- True ground distances shown
- Plat and bearings reference "Plan of COG, Sandusky 1848"
- Survey monuments reconciled w/numerous previous surveys including COG ℄ monuments

NATIONAL FLOOD INSURANCE PROGRAM
FIRM Zone AE
Community #485469
Map 48167C0441G
August 15, 2019

Subject property: 2114 Avenue O
Galveston County, Texas

This survey is certified for this transaction only and may only be relied on by Jim Laufer, Cindy Laufer and South-Land Title Co., GF #GV24102224. This survey is only valid if print has original seal and signature of surveyor.
I hereby certify that this survey was made on the ground under my direct supervision and that this plat correctly represents the facts found at the time of the survey.

STATE OF TEXAS
REGISTERED
LAURENCE C WALL
4814
PROFESSIONAL
LAND SURVEYOR

Laurence C. Wall
RPLS #4814
April 17, 2024

TEXAS LAND TITLE SURVEYORS
1801 Moody Avenue
Galveston, Texas 77550
(409) 765-8883
tltsinc@gmail.com
PELS Firm #10104200
TLTS

ORDINANCE NO. 25-____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING CHAPTER 10, "BUILDING CODE" OF THE CODE OF THE CITY OF GALVESTON, 1982, AS AMENDED", ARTICLE VIII, "CITY OF GALVESTON FLOOD DAMAGE PREVENTION ORDINANCE, SECTION 10-81(b)(4), TO CLARIFY ELEVATION REQUIREMENTS OF MANUFACTURED HOMES IN CERTAIN AREAS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston is part of the Community Rating System (CRS) with the Federal Emergency Management Agency (FEMA) who manages the National Flood Insurance Program (NFIP); and,

WHEREAS, CRS is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program (NFIP). In communities that participate in CRS flood insurance premiums, rates are discounted to reflect the reduced flood risks resulting from a community's efforts in addressing the three (3) goals intended to:

1. Reduce and avoid flood damage to insurable property,
2. Strengthen and support the insurance aspects of the National Flood Insurance Program,
3. Foster comprehensive floodplain management; and,

WHEREAS, CRS communities receive a numerical value class rating system which is used to determine rate discounts. FEMA conducts annual recertification visits to ensure cities are performing their CRS activities and every (3) three years they conduct an in-depth review, known as a CRS Cycle Verification Visit, by an Insurance Service Office (ISO); and,

WHEREAS, as more detailed in the city staff report, attached and fully incorporated herein, the in-depth review by the (ISO), conducted on February 12, 2025, recommended amending the elevation language in the city's Flood Damage Prevention Ordinance, Section 10-81, (b) (4) (c) (1-2) regarding manufactured homes; and,

WHEREAS, Staff desires to keep the City of Galveston current with the most recent recommendations pertaining to flood damage prevention and to decrease flood insurance rates which will be of benefit to the community; and,

WHEREAS, the City Council deems it in the best interests of the public to amend Chapter 10 "Building Code" of the Code of the City of Galveston, 1982, as amended", by amending Article VIII, "City of Galveston Flood Damage Prevention Ordinance"; as provided below.

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

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

SECTION 2. The Code of the City of Galveston, 1982, as amended, Chapter 10, "Building Code", Article VIII. "Flood Damage Prevention", Sec. 10-81. (b)(4)(c) is hereby amended to read and provide as follows:

Sec. 10-81. Provisions for flood hazard reduction.

***

(b) *Specific standards.* In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) section 10-79(b), (ii) section 10-80(b)(8), or (iii) section 10-81(c)(3), the following provisions are required:

***

(4) *Manufactured homes.*

***

c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones A1—30, AH and AE on the community's FIRM that are not subject to the provisions of subsection (b)(4) be elevated so that either:

1. The lowest floor of the manufactured home is at a minimum of eighteen (18) inches above the base flood elevation~~, or~~.

2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than eighteen (18) inches above base flood elevation or forty-eight (48) inches in height above grade whichever is higher and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

***

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by a final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 5. All Ordinances of general and permanent nature, and amendments to such Ordinances, hereinafter adopted by the City Council, shall be drafted, so far as possible, as specific amendments of, or additions to, this Code. Amendments to this Code are intended for publication

to the Galveston City Code. The Codifier is authorized pursuant to the Galveston City Code to make non-substantive changes to the Ordinance prior to publishing.

SECTION 6. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 7. This Ordinance shall be and become effective from and after its adoption and publication in accordance with the provisions of The Charter of the City of Galveston.

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
SR. ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular Meeting held on March 27, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

City of Galveston

DEVELOPMENT SERVICES DEPARTMENT
3015 Market | Galveston, TX 77550
409-797-3660 | planning@galvestonTX.gov

Date: March 27, 2025

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Janice Norman, CFM, Floodplain Administrator, Development Services Department

RE: Text Amendment to Chapter 10, Article VIII "City of Galveston Flood Damage Prevention Ordinance" of the Code of the City of Galveston to modify Section 10-81, Manufactured homes (b) (4) (c) (1-2).

I. Background

The City of Galveston is part of the Community Rating System (CRS) with the Federal Emergency Management Agency (FEMA) who manages the National Flood Insurance Program (NFIP). CRS is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program (NFIP). In communities that participate in CRS flood insurance premium, rates are discounted to reflect the reduced flood risk resulting from the community's efforts that address three goals:

1. Reduce and avoid flood damage to insurable property.
2. Strengthen and support the insurance aspects of the National Flood Insurance Program
3. Foster comprehensive floodplain management.

CRS communities receive points for participating in these higher standards. A class rating system is used to determine the discount. The rating system uses a numbering value system from 9 to 1, where 1 is the highest score and 9 is the lowest. Each activity the community participates in has a points value, so based on the number of points received the lower the community rating. The lower the rating the lower the flood insurance rates will be. The City of Galveston is rated as a level six.

To maintain the community's rating FEMA conducts annual recertification visits to ensure cities are performing their CRS activities yearly and every (3) three years they conduct a CRS Cycle Verification Visit where the Insurance Service Office (ISO), working for FEMA, goes into depth reviewing the CRS activities from all city departments. On February 12, 2025, staff met with Stephanie Weeks with the Insurance Service Office (ISO) for our (3) three-year CRS Cycle Verification Visit.

3015 Market | Galveston, TX 77550
409-797-3660 | planning@galvestonTX.gov

II. Current Situation

During our (3) three-year Cycle Verification Visit on February 12, 2025, it was determined that there was language in our Flood Damage Prevention Ordinance, Section 10-81 Manufactured homes (b) (4) (c) (1-2) that allowed an alternative option to elevate a manufactured home to 48-inches above grade because of an "or" at the end of section (1) one. The "or", at the end of 10-81, (b) (4) (c) (1), is problematic since it implies an option to elevate lower than 18-inches above base flood elevation.

Stephanie Weeks with ISO suggested we remove the "or" and add language to section (2) two to elevate the manufactured home chassis to 18-inches above base flood elevation or 48-inches above grade whichever is higher. See below:

The proposed revisions to the City Code are as follows: Section 10-81 (b) (4) (c) (1-2):

c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones A1—30, AH and AE on the community's FIRM that are not subject to the provisions of subsection (b)(4) be elevated so that either:

1. The lowest floor of the manufactured home is at a minimum of eighteen (18) inches above the base flood elevation.~~, or~~

2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 18-inches above base flood elevation or forty-eight (48) inches in height above grade whichever is higher and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.

III. Alternatives in Order of Priority

A. Approval of changes to the Flood Damage Prevention Ordinance as proposed by Staff.
B. Do not approve the changes.

IV. Recommendation

Staff recommends this change to the Flood Damage Prevention Ordinance to provide clarification and consistency throughout the ordinance where manufactured homes are to be elevated to a minimum of 18-inches above base flood elevation or higher.

Purpose of Staff Recommendation: The purpose of this recommendation is to be compliant with ISO's direction to clarify that manufactured homes are to be elevated to the minimum of 18-inch above base flood elevation.

V. Fiscal Impact Report

Requested by:	Janice Norman, CFM, Floodplain Administrator Development Services Department
Funding Source:	n/a
Costs of Implementation:	minimal staff time

VI. Attachments

A. Flood Damage Prevention Ordinance with Proposed code changes

B. Corrected Section (b), 4 (c) (1-2) only

C. Letter from ISO – See page 2, Activity 430

Sec. 10-77. - Statutory authorization, findings of fact, purpose and methods.

(a) **Statutory authorization**. The legislature of the state has in the Flood Control Insurance Act, V.T.C.A. Water Code, § 16.315 delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the city council, does ordain as follows:

(b) **Findings of fact**.

(1) The flood hazard areas of the city are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

(2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazards areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

(c) **Statement of purpose**. It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(1) Protect human life and health;

(2) Minimize expenditure of public money for costly flood control projects;

(3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(4) Minimize prolonged business interruptions;

(5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

(6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and

(7) Insure that potential buyers are notified that property is in a flood area.

(d) **Methods of reducing flood losses.** In order to accomplish its purposes, this article uses the following methods:

(1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;

(2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

(4) Control filling, grading, dredging and other development, which may increase flood damage;

(5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

(Ord. No. 18-032, § 3, 4-26-18)

Sec. 10-78. - Definitions.

Unless specifically defined below, words or phrases used in this article shall be interpreted to give them the meaning they have in common usage and to give this article its most reasonable application.

Alluvial fan flooding- means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport and deposition; and unpredictable flow paths.

Apex- means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appurtenantstructure- means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure

Area of future conditions flood hazard- means the land area that would be inundated by the one-percent- annual (100-year) flood based on future conditions hydrology.

Areaofshallowflooding- means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's flood insurance rate map (FIRM) with a one (1) percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Areaofspecialfloodhazard- means the land in the floodplain within a community subject to a one (1) percent or greater chance of flooding in any given year. The area may be designated as Zone A on the flood hazard boundary map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, zone A usually is refined into zones A, AO, AH, A1—30, AE, A99, AR, AR/A1—30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1—30, VE or V.

Base flood- means the flood having a one (1) percent chance of being equaled or exceeded in any given year.

Baseflood elevation(BFE)- means the elevation shown on the flood insurance rate map (FIRM) and found in the accompanying flood insurance study (FIS) for zones A, AE, AH, A1—A30, AR, V1—V30, or VE that indicates the water surface elevation resulting from the flood that has a one (1) percent chance of

equaling or exceeding that level in any given year — also called the base flood.

Basement- means any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Coastal high hazard area- means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources.

Critical feature- means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development- means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevated building means- for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Existing construction- means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision- means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision- means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or flooding- means a general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood elevation study- means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood insurance rate map (FIRM)- means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study (FIS)- See flood elevation study.

Floodplain or flood-prone area- means any land area susceptible to being inundated by water from any source (see definition of flooding).

Floodplain management- means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations

Floodplain management regulations- means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood protection system- means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Flood proofing- means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway- See regulatory floodway.

Functionally dependent use- means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade- means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure- means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior, or

(4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:

a. By an approved state program as determined by the Secretary of the Interior or;

b. Directly by the Secretary of the Interior in states without approved programs.

Levee- means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system- means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood insurance Program regulations.

Manufactured home- means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured home park or subdivision- means a parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Mean sea level means- for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

New construction means- for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision- means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Primary frontal dune means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Recreational vehicle- means a vehicle which is:

- Built on a single chassis;
- Four hundred (400) square feet or less when measured at the largest horizontal projections;
- Designed to be self-propelled or permanently towable by a light duty truck; and
- Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway- means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Riverine- means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Sand dunes- mean naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area-. See area of special flood hazard.

Start of construction- (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of

columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means- for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage- means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

Substantial improvement- means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or

(2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance-means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

(Ord. No. 18-032, § 3, 4-26-18)

Sec. 10-79. - General provisions.

(a) **Lands to which this section applies**. The section shall apply to all areas of special flood hazard within the jurisdiction of the city.

(b) **Basis for establishing the areas of special flood hazard**. The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study for the City of Galveston dated August 15, 2019, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) dated August 15, 2019 and any revisions thereto are hereby adopted by reference and declared to be a part of this article.

(c) **Establishment of development permit**. A floodplain development permit shall be required to ensure conformance with the provisions of this article.

(d) **Compliance.** No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this article and other applicable regulations.

(e) **Abrogation and greater restrictions**. This article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this article and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(f) **Interpretation**. In the interpretation and application of this article, all provisions shall be:

(1) Considered as minimum requirements;

(2) Liberally construed in favor of the governing body; and

(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(g) **Warning and disclaimer or liability**. The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This article does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made hereunder.

(Ord. No. 18-032, § 3, 4-26-18; Ord. No. 19-028, § 3, 4-25-19)

Sec. 10-80. - **Administration.**

(a) **Designation of the floodplain administrator.** The building official or designee is hereby appointed the floodplain administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

(b) **Duties and responsibilities of the floodplain administrator**. Duties and responsibilities of the

floodplain administrator shall include, but not be limited to, the following:

(1) Maintain and hold open for public inspection all records pertaining to the provisions of this article.

(2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.

(3) Review, approve or deny all applications for development permits required by adoption of this article.

(4) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

(5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the floodplain administrator shall make the necessary interpretation.

(6) Notify in riverine situations, adjacent communities and the state coordinating agency which is Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

(7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

(8) When base flood elevation data has not been provided in accordance with Article 3 Section B, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of Article 5.

(9) When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1—30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.

(10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in zones A1—30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one (1) foot, provided that the community first completes all of the provisions

required by Section 65.12.

(c) Permit procedures.

(1) Application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

a. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

b. Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

c. A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of section 10-81(b)(2);

d. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.

e. Maintain a record of all such information in accordance with section 10-80(b)(1).

(2) Approval or denial of a floodplain development permit by the floodplain administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

a. The danger to life and property due to flooding or erosion damage;

b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

c. The danger that materials may be swept onto other lands to the injury of others;

d. The compatibility of the proposed use with existing and anticipated development;

e. The safety of access to the property in times of flood for ordinary and emergency vehicles;

f. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

g. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;

h. The necessity to the facility of a waterfront location, where applicable;

i. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

(d) Variance procedures.

(1) The building board of adjustments and appeals, (herein appeal board), shall hear and render judgment on requests for variances from the requirements of this article.

(2) The appeal board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this article.

(3) Any person or persons aggrieved by the decision of the appeal board may appeal such decision in the courts of competent jurisdiction.

(4) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the Stale Inventory of Historic Places, without regard to the procedures set forth in the remainder of this article.

(6) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half (½) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in section 10-80(c)(2) have been fully considered. As the lot size increases beyond the one-half (½) acre, the technical justification required for issuing the variance increases.

(7) Upon consideration of the factors noted above and the intent of this article, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this article (section 10-77(c)).

(8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(10) Prerequisites for granting variances:

a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

b. Variances shall only be issued upon:

1. Showing a good and sufficient cause;

2. A determination that failure to grant the variance would result in exceptional hardship to the applicant, and

3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

c. Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(11) Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:

a. The criteria outlined in section 10-80(d)(1)—(9) are met, and

b. The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

(Ord. No. 18-032, § 3, 4-26-18; Ord. No. 19-028, § 3, 4-25-19)

Sec. 10-81. - Provisions for flood hazard reduction.

(a) **General standards**. In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements.

(1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

(3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are elevated to a minimum of eighteen (18) inches above the base flood elevation and designed so as to prevent water from entering or accumulating within the components during conditions of flooding.

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,

(7) On-site waste disposal systems shall be located to avoid impairment to them or

contamination from them during flooding.

(8) All new, residential construction or substantial improvements shall have the lowest floor elevated to a minimum of eighteen (18) inches above the base flood elevation, and all new, non-residential construction or substantial improvements shall have lowest floor elevated or floodproofed to a minimum of eighteen (18) inches above the base flood elevation in reference to the effective adopted flood insurance rate map. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection is satisfied.

(9) Enclosures are usable solely for parking of vehicles, building access or storage.

(b) **Specific standards**. In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) section 10-79(b), (ii) section 10-80(b)(8), or (iii) section 10-81(c)(3), the following provisions are required:

(1) **Residential construction**. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to a minimum of eighteen (18) inches above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection as proposed in section 10-80(c)(1)a., is satisfied.

(2) **Nonresidential construction**. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated or floodproofed to a minimum of eighteen (18) inches above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator.

(3) **Enclosures**. New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

a. A minimum of two (2) openings on separate walls having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided.

b. The bottom of all openings shall be no higher than one (1) foot above grade.

c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) Manufactured homes.

a. Require that all manufactured homes to be placed within zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

b. Require that manufactured homes that are placed or substantially improved within zones A1-30. AH. and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated eighteen (18) inches above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones A1—30, AH and AE on the community's FIRM that are not subject to the provisions of subsection (b)(4) be elevated so that either:

1. The lowest floor of the manufactured home is at a minimum of eighteen (18) inches above the base flood elevation. ~~,or~~

2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 18-inches above base flood elevation or forty-eight (48) inches in height above grade whichever is higher and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) **Recreational Vehicles**. Require that recreational vehicles placed on sites within zones A1—30, AH, and AE on the community's FIRM either (i) be on the site for fewer than one hundred eighty (180) consecutive days, (ii) be fully licensed and ready for highway use, or (iii) meetthe

permit requirements of section 10-80(c)(1), and the elevation and anchoring requirements for "manufactured homes" in subsection (4). A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

(c) Standards for subdivision proposals.

(1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with section 10-77(b), (c), and (d).

(2) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet floodplain development permit requirements of section 10-79(c); section 10-80(c); and the provisions of section 10-81.

(3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than fifty (50) lots or five (5) acres, whichever is lesser, if not otherwise provided pursuant to section 10-79(b) or 10-80(b)(8).

(4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

(d) **Standards for areas of shallow flooding (AO/AH zones)**. Located within the areas of special flood hazard established in section 10-79(b), are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to a minimum of eighteen (18) inches above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least three (3) feet if no depth number is specified).

(2) All new construction and substantial improvements of non-residential structures:

a. Have the lowest floor (including basement) elevated to a minimum of eighteen (18) inches above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified), or;

b. Together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO zone, or below the base flood elevation in an AH zone, level the structure is watertight with walls substantially impermeable to the passage of water and

with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in section 10-80(c) are satisfied.

(4) Require within zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

(e) **Floodways**. Floodways located within the areas of special flood hazard established in 10-79(b), are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

(1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(2) If subsection (e)(1) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of section 10-81.

(3) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulation, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by Section 65.12.

(f) **Coastal high hazard areas**. Located within the areas of special flood hazard established in section 10-79(b), are areas designated as coastal high hazard areas (zones V1—30, VE, and/or V). These areas have special flood hazards associated with high velocity waters from tidal surges and hurricane wave wash; therefore, in addition to meeting all provisions outlined in this article, the following provisions must also apply:

(1) Obtain the elevation (in relation to mean seal level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures, and whether or not such structures contain a basement. The floodplain administrator shall maintain a record of all such information.

(2) All new construction shall be located landward of the reach of mean high tide.

(3) All new construction and substantial improvements shall be elevated on pilings and columns so that:

a. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to a minimum of eighteen (18) inches above the base flood level;

b. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable state or local building standards. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of subsections (3)a. and b.

(4) Provide that all new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. Enclosures are usable solely for parking of vehicles, building access or storage, and are subject to random inspections for compliance. Owner(s) will be required to sign a non-conversion agreement that must be filed with the deed.

For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than ten (10) and no more than twenty (20) pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of twenty (20) pounds per square foot (either by design or when so required by local or state codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

a. Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and

b. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). Water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable state or local building standards. Such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation.

(5) Prohibit the use of fill or structural support of buildings.

(6) Prohibit man-made alteration of sand dunes and mangrove stands that increase potential flood damage.

(7) Manufactured homes. Require that manufactured homes placed or substantially improved within zone V1—30, V, and VE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, meet the standards of subsections (f)(1) through (6) and that manufactured homes placed or substantially improved on other sites in an existing manufactured home park or subdivision within zones V1—30, V, and VE on the community's FIRM meet the requirements of section 10-81(b)(4).

(8) Recreational vehicles. Require that recreational vehicles placed on sites within zones V1—30, V, and VE on the community's FIRM either (i) be on the site for fewer than one hundred eighty (180) consecutive days, (ii) be fully licensed and ready for highway use, or (iii) meet the requirements in section 10-79(c) and subsections (f)(1) through (6). A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

(Ord. No. 18-032, § 3, 4-26-18; Ord. No. 19-028, § 3, 4-25-19; Ord. No. 21-061, § 2, 10-28-21; Ord. No. 24-011, § 2, 2-22-24)

Sec. 10-82. - Penalties.

Any person violating any provision of this Code shall be guilty of a class "C" misdemeanor and upon conviction thereof shall be assessed a fine of not less than one hundred dollars ($100.00) and not more than five hundred dollars ($500.00); however, the maximum penalty for offenses arising under such Code governing fire safety, public health and sanitation shall not exceed the sum of two thousand dollars ($2,000.00). Each day a violation continues shall constitute a new and separate offense.

(Ord. No. 18-032, § 3, 4-26-18)

a. A minimum of two (2) openings on separate walls having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided.

b. The bottom of all openings shall be no higher than one (1) foot above grade.

c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) Manufactured homes.

a. Require that all manufactured homes to be placed within zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

b. Require that manufactured homes that are placed or substantially improved within zones A1-30. AH. and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated eighteen (18) inches above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones A1—30, AH and AE on the community's FIRM that are not subject to the provisions of subsection (b)(4) be elevated so that either:

1. The lowest floor of the manufactured home is at a minimum of eighteen (18) inches above the base flood elevation.

2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 18-inches above base flood elevation or forty-eight (48) inches in height above grade whichever is higher and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) *Recreational vehicles.* Require that recreational vehicles placed on sites within zones A1—30, AH, and AE on the community's FIRM either (i) be on the site for fewer than one hundred eighty (180) consecutive days, (ii) be fully licensed and ready for highway use, or (iii) meet the

INSURANCE SERVICES OFFICE, INC.
1000 Bishops Gate Blvd, Suite 300, P.O. Box 5404, Mt. Laurel, New Jersey 08054
Phone: (856) 787-0412 or (800) 444-4554 FAX 1-800-777-3929
Send correspondence to: Stephanie Weeks. Stephanie.Weeks@verisk.com. 337.450.0732

NFIP# 485469

February 14, 2025

Janice Norman
Building Official
City of Galveston
823 Rosenburg
Galveston, Texas 77553

Dear Ms. Norman,

Thank you for submitting some of the required documentation ahead of our CRS Cycle Verification Meeting of February 12, 2025. Your efforts are greatly appreciated. There are a few items still needed to continue processing the file, which I have listed below.

In order to finalize the review of your file, the following documentation is needed by **Monday, March 17, 2025:**

Activity 330 – Outreach Projects: Credit for disseminating outreach projects.

- ☐ For OP credit, provide copies of currently implemented outreach projects that are distributed to the community, posted in public offices, or provided as presentations to community groups. These are ongoing projects that are conducted at least annually and the city will commit to conducting annually for the next 3 years.
- ☐ If a project is sent to a target audience (SFHA residents, rep loss properties or any other that fit our criteria for a target audience), provide a copy of the mailing list. Community presentations should include a sign in sheet, agenda and talking points which identify the messages delivered.
- ☐ Informational outreach projects are scored based on the location and the number of buildings the information is placed in. Take a photo of any community or FEMA publications and identify the address of the building where the public can access the information.
- ☐ For FRP credit, provide written procedures that explain how the handouts, news releases, etc. are to be disseminated to the public during and after a flood event, as well as a copy of the samples for the handouts, news releases, and other projects prepared as part of the FRP. These are projects that are created in advance of a flood event and not necessarily done on an annual basis.

Activity 360 – Flood Protection Assistance:

- ☐ For PPA and PPV credit, provide records of the service. These can be copies of written reports, memos, emails, work orders, letter to property owners, etc. The records must include the date and type of assistance given, whether a site visit was made, the details of the findings, and the recommendations provided to the inquirer. **Note**: This activity does not give credit for floodplain ordinance enforcement activities that are routinely conducted by a building department, such as making site visits and/or reviewing plans to ensure that they comply with the building code. (Page 360-3)

Activity 420 – Open Space Preservation: Thank you for providing the Open Space Maps and List. These appear to meet the credit criteria; however, I will complete a full review of these documents and if any additional information is needed, I will notify you via email.

Activity 430 – Higher Regulatory Standards:

We discussed the Flood Damage Prevention Ordinance, and the need to revise the Manufactured Home section (Sec. 10-81. b.4.c) to meet the Class 8 Freeboard prerequisite. I would ask that you begin the process to revise this section, and have it adopted by the governing body. I recognize that this process may take longer than 30 days, therefore it is acceptable to receive the adopted copy, after the 30-day period, but no later than May 1, 2025.

- ☐ At a minimum, during the next 30 days, please provide the draft ordinance, and then forward the final adopted copy, once finalized.

Activity 430 – Higher Regulatory Standards: (New Credit – not required)

- ☐ To receive credit for Coastal Erosion Regulations (CER), the regulations must prohibit all new buildings from the area expected to erode over the next 30 years. Credit is provided for either local or state erosion management regulations as long as they are enforced within the community.
- ☐ We will need to determine if the regulations meet this credit criteria. Please provide documentation that the regulations cover this area, and if they do, then we will need to receive the complete regulations and at least 5 recent plans or surveys showing how the regulations have been enforced.

Activity 450 – Stormwater Management: (New Credit – not required)

- ☐ Stormwater Management Regulations (SMR) credit is awarded only when runoff from at least the 10-year storm or greater is regulated.
  - For SMR credit, provide a completed SMR Documentation Checklist and ordinance language.
  - The language must require that peak runoff from new development be no greater than the runoff from the site in its pre-developed condition. The

ordinance language submitted must also include the elements that are credited: size of development regulated, design storms to be used, low impact development criteria (if applicable).

- Note: The reviewer may request additional information related to the language in the ordinance, and if so, I will notify you via email.

- Provide only the drainage calculations from five (5) different recent developments. Rather than sending entire drainage reports, please send just the cover page, project summary, and pre/post development release rate comparison.

☐ For Erosion and Sediment Control (ESC) regulations credit, provide five sets of plans for current development showing enforcement of **temporary** BMPs such as silt fences, hay bales, and other temporary BMPs required during construction.

☐ For Water Quality (WQ) credit, provide five sets of plans that show that new development is required to implement appropriate **permanent** BMPs to improve water quality.

Click Here for CRS Credit for Stormwater Management Guidance Document

Activity 540 – Drainage System Maintenance:

We discussed the credit criteria for this activity, and the need to be able to correlate the inspection records to the location on the maps provided.

For continued Channel Debris Removal (CDR) credit, provide:

☐ A dated copy of the written procedures, instructions, or other documents that explain the community's routine inspection and debris removal program. (The copy in the previous file was not dated)

☐ The map of the community's drainage maintenance area with the natural conveyance system delineated and labeled. **Note**: I am able to utilize the map and inventory from the 2021 visit, provided there have been no changes and the maps correspond to the inventory and inspection records.

☐ A complete inventory of the community's conveyance system, corresponding to the map.

☐ Copies of the records (at least 30 records) that show when and where inspections were conducted and the results of those inspections. Copies of records that show that maintenance was performed in instances in which inspections revealed problems. Please provide at least 10 records for each type of inspection (annual, post-storm, citizen complaint) and please ensure that the inspection records correspond to the labels on the maps so that I can identify where the inspections and maintenance are taking place within the community.

Activity 610 – Flood Warning Program:

- ☐ Provide a completed Documentation Checklist and include the appropriate documentation showing that the Community continues to provide timely identification of impending flood threats (FTR), disseminates warnings to appropriate floodplain residents (EWD), coordinates flood response activities (FRO) and coordinates flood warning and response activities with critical facilities (CFP). All documentation provided must be appropriately marked showing which element it represents.
- ☐ Provide a copy of the outreach material used to tell people how they will be warned and the safety measures they should take and provide a description of the audience it was sent to. The outreach may also be credited under Activity 330 (Outreach Projects).
- ☐ Provide a description of the flood exercise, drill, or response to an actual emergency or disaster response **conducted during the previous year**. The description must include a list of who participated, lessons learned, and any recommendations for changes to the system. A copy of the after-action report or any similar report for an actual response is required.
- ☐ Submit A copy of the 3-stage flood inundation map must be provided. The inundation map must show areas that are inundated by at least three different flood levels for each riverine area and two different flood or storm surge levels in coastal zones, that are tied to different levels of response as designated in the community's plan.
- ☐ Submit documentation on the annual testing of the flood warning system.

Thank you in advance for your timely submittal of the requested documentation. Once this additional documentation is placed with the CRS Activity Checklists and information collected earlier, you will receive a preliminary report and credit point summary. Please do not hesitate to call me at (337) 849-6619 or e-mail me at Stephanie.Weeks@verisk.com if you have any questions.

Respectfully yours,

Stephanie Weeks

Stephanie Weeks, CFM
+1.337.450.0732 mobile
Stephanie.Weeks@verisk.com

Cc:

Brian Maxwell – City of Galveston, City Manager
Gilbert Giron - FEMA Region VI, NFIP Coordinator
Richie Hernandez - TWDB, NFIP State Coordinator
Debbie Vascik, CFM - Consultant

ORDINANCE NO. 25- _____

AN ORDINANCE OF THE CITY OF GALVESTON, TEXAS, AMENDING THE CODE OF THE CITY OF GALVESTON, AS AMENDED, CHAPTER 10, "BUILDING CODE", TO AMEND REGULATIONS REGARDING TIMEFRAME FOR COMPLETION OF CONSTRUCTION PERMITS; TO PROVIDE CLARIFICATION OF LARGE-SCALE CONSTRUCTION AND SPECIAL PROJECTS; TO PROVIDE FOR APPLICABLE FEES; TO RENUMBER AND REARRANGE THE CHAPTER AS APPLICABLE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Galveston City Council seeks to promote the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and,

WHEREAS, staff has reviewed the regulations regarding the timeframe for completion in construction permits and recommends increasing the limited administrative power to extend time from 6 months to 12 months. Staff is cognizant of fluctuations in the ability to acquire materials, as well as the historic climatic occurrences on a barrier island that can affect the completion of projects within the current permitted timeframe. Allowing property owners time to complete their project, oftentimes when minimal extended time is needed or upon provision of good cause, promotes the safe, orderly and general welfare and development of the city; and,

WHEREAS, Staff recommends removing the twenty (20) lead days requirement in order for an applicant to request an extension through the Building Board of Adjustment and Appeals (BBAA). Staff finds the requirement can hinders the ability of a property owner to complete their project and removes a means of appeal of an administrative decision. Consequently, this allows for projects to remain incomplete if a new permit application is required. A new permit application will require increased staff time and resources for review, as well as additional costs to the applicant, while projects remain incomplete for longer durations; and,

WHEREAS, Staff recognizes there are large-scale construction projects that due to the very size of the development, the current permit timeframes may be inadequate. Staff recommends defining large-scale construction projects and providing regulations to allow additional permit time for completion. In addition, Staff recognizes there are special construction projects that may require state or federal approvals, such as from the Texas Historical Commission or the Army Corps of Engineers, that may also impact the timeframe for completion of construction projects; and,

WHEREAS, staff reviewed state law regarding dormant projects and recommends adoption of similar language that meets the city's needs to ensure projects are actively in progress; and,

WHEREAS, on March 11, 2025, Staff presented the proposed code updates and amendments to the BBAA. The BBAA is a review panel comprised of local builders, architects, engineers, electrical, mechanical and plumbing contractors, formed with the intent to have local input into the permit process, as well as, review potential amendments to regulatory codes; and,

WHEREAS, on March 11, 2025, the Building Board of Adjustment and Appeals, recommended **approval** of the amendments; and,

WHEREAS, Staff, in accordance with the BBAA review, requests amending the fees for a permit that is extended administratively to not exceed five hundred dollars ($500.00). The fees set for a hearing before the BBAA, are unchanged; and,

WHEREAS, after public notice and hearing as required by law, the City Council deems it in the public's interest to amend Chapter 10, "Building Code", of "The Code of The City of Galveston 1982, as amended," as provided below.

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

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

SECTION 2. Chapter 10, Article I., Building Code, Section 10-5, of The Code of The City of Galveston, is amended to provide as follows:

Sec. 10-5 Timeframe for permits construction activity.

(a) *Expiration of permits*. Any building or other permit that authorizes construction activity in the city shall expire after twenty-four (24) months of the date of its issuance regardless of the date construction activity ~~was~~ actually commenced.

(b) *Extension of active permits*.

(1) Upon request, the development services department may extend a permit up to twelve (12) months ~~for a period not to exceed six (6)~~, in accordance with the fee extension schedule.

(2) The development services department shall review the request in regard to; but not limited to:

a. Compliance with requirements of original permit;

b. Code violations, red tags, stop work orders, non-permitted work;

c. Whether life and safety factors present to deny extension;

d. Progress toward completion of the project. ~~Degree of active progress in project completion.~~

(3) Progress toward completion of the project shall include any of the following:

a. Costs have been incurred within the most recent twelve (12) months for developing the project, including costs associated with building activity, utility, and other infrastructure facilities designed to serve, in whole or in part, the project (but exclusive of land acquisition) in the aggregate amount of five percent of the most recent appraised market value of the real property on which the project is located.

b. Continued visible, physical, building activity, verified by the building official.

c. Utility connection fees for the project have been and are continuing to be paid to the city.

(~~3~~ 4) Permit extension fee: The applicant shall pay applicable fees in accordance with the following schedule; however, the maximum fee shall not exceed five hundred dollars $500.00. ~~six month extension – fifty (50) percent of original permit fee.~~.

a. Three-month extension – twenty-five (25) percent of original permit fee;

b. Six-month extension – fifty (50) percent of original permit fee;

c. Nine-month extension – seventy-five (75) percent of original permit fee;

d. Twelve-month extension - one hundred (100) percent of the original permit fee.

~~(4) A permit that has been extended by the development service department expires within six (6) months after the second year anniversary of the date of the original permit issuance~~.

(c) Timeframe for permits for large-scale construction activity or special construction projects.

(1) For the purpose of this section, large-scale construction project is defined as any of the following:

a. Construction Activity greater than five thousand (5,000) square feet in ground area.

b. Structures greater than two (2) habitable stories in height.

(2) For the purpose of this section, a special construction project is defined as construction activity requiring additional regulatory approvals of any of the following:

a. The Texas Historical Commission
b. The Army Corps of Engineers

(3) Upon request and review by the development services department, an applicant may be granted an original construction activity permit allowing up to 36 months before expiration for large-scale construction or special construction projects.

a. An extension request of such original construction activity permit shall comply with the requirements provided herein for Administrative review and/or Building Board of Adjustments and Appeals review.

(~~c~~ d) Building Board of Adjustment and Appeals.

(1) A permit may be extended upon application and determination of the Building Board of Adjustment and Appeals.

(2) A written application for extension shall be filed with the Department of Development Services ~~within 20 days prior to the expiration of the applicant's original permit or extended permit~~.

(3) The Applicant shall:

a. Demonstrate in writing that good cause exists for extending the permit;

b. Provide a timeline for completion of the work;

c. Demonstrate that appropriate measures will be taken to mitigate any negative effect of continued construction on nearby property owners or the public.

(4) If the building board of adjustment and appeals finds the permit shall be extended, the applicant shall pay the applicable fees in accordance with the following schedule:

a. Three-month extension – twelve and one-half (12.5) percent of original permit fee;

b. Six-month extension – twenty-five (25) percent of original permit fee;

c. Nine-month extension - thirty-seven and one-half (37.5) percent of original permit fee;

d. Twelve-month extension - fifty (50) percent of original permit fee.

***

(~~d~~ e) Abandoned Construction.

An abandoned construction site, structure or activity is a violation of the City Code of Galveston. The city may enter into legal proceedings to have an abandoned construction site, structure or activity removed and/or otherwise abated in accordance with city regulations or state law.

***

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 5. All Ordinances of general and permanent nature, and amendments to such Ordinances, hereinafter adopted by the City Council, shall be drafted, so far as possible, as specific amendments of, or additions to, this Code. Amendments to this Code are intended for publication to the Galveston City Code. The Codifier is authorized pursuant to the Galveston City Code to make non-substantive changes to the Ordinance prior to publishing.

SECTION 6. In accordance with the provisions of Sections 12 and 13 of Article II of the City Charter this Ordinance has been publicly available in the office of the City Secretary for not less than 72 hours prior to its adoption; that this Ordinance may be read and published by descriptive caption only.

SECTION 7. This Ordinance shall be and become effective on, from and after its adoption and publication in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

_____

DONNA M. FAIRWEATHER
SR. ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the City Council of the City of Galveston at its Regular meeting held on March 27, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

City of Galveston

Building Division

Planning@galvestontx.gov | (409)797-3620 | www.galvestontx.gov

Date: March 27, 2025

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Robert Toland, Chief Building Official

Request:

The Development Services Department is requesting consideration of a revision to the existing City of Galveston Code of Ordinances, Chapter 10, Building Codes, Section 10-5, Timeframe for permits for construction activity, to allow flexibility for permit extension on projects actively progressing toward completion and to consider an additional timeframe for large-scale and otherwise special projects.

Prior Council Action:

Ordinance number 23-011, Chapter 10, Building Code, Section 10-5 Timeframe for permits for construction activity was last amended on January 26, 2023.

Background:

Ordinance number 23-011 requires expiration of all permits 24 months from the date of issuance. The existing ordinance allows the Development Services Department to grant one extension of 6 months from the date of permit issuance regardless of the date construction began, project size, or whether the project is actively progressing toward completion. According to the existing ordinance, any subsequent extension over the first 30 months must be approved by the Building Board of Adjustments and Appeals and can only be granted for up to 12 months by that board.

The Development Services Department is anticipating that some large-scale projects currently underway will likely require extensions of time for completion. Currently, some projects are near completion with the authorized 30-month timeframe expired. There is no provision in the existing ordinance to allow additional time for completion of large-scale or special projects. By requirements of the ordinance, the only course of action once the 30-month period has expired is to appeal to the Building Board of Adjustments and Appeals.

Staff recommends authority to extend the timeframe for permits for construction activity up to 12 months with consideration of and including a definition of “progress toward completion.”

Staff recommends an allowance of 36 months for permits on large-scale projects, including authorization to extend such permit up to 12 months and definitions of large-scale and special projects.
Staff recommends extension fees to be determined by length of extension and percentages of the original permit fee with a maximum permit extension fee of $500.00 since minimal staff time will be required and no additional plan review will need to be conducted to grant an extension.

Fiscal Impact Report:
N/A

Alternatives:
1) Approval of amendment to Section 10-5 per staff recommendations.
2) Return amendment recommendations for revision.
3) Retain existing timeframe requirements.

Attachments:
Draft of Section 10-5 ordinance with noted revisions.

Respectfully,

Robert Toland
Chief Building Official
Development Services Department

City of Galveston

City Attorney's Office

P.O. Box 779 / Galveston, Texas 77553-0779 / (409) 797-3530 / Fax (409) 797-3531

Date: March 19, 2025

To: Brian Maxwell
City Manager

From: Trevor Fanning
Assistant City Attorney

Re: Sale of Property near the airport

OVERVIEW:

These ordinances authorize the sale of a parcel of land adjacent to the airport to the highest bidder. They require that the deed restrictions specified in the auction be included. They authorize the City Manager to execute all necessary documents to effectuate the sale.

They further authorize the City Manager to cancel the transaction if the buyer refuses to agree to the requirements specified in the bid, and proceed to the next highest bidder.

Respectfully submitted,

_____
Don Glywasky
City Attorney

APPROVED:

_____
Brian Maxwell
City Manager

City of Galveston

City Attorney's Office

P.O. Box 779 / Galveston, Texas 77553-0779 / (409) 797-3530 / Fax (409) 797-3531

Date: March 19, 2025

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Respectfully submitted,

_____
Don Glywasky
City Attorney

APPROVED:

_____
Brian Maxwell
City Manager

To BE VOTED ON 3/27/2025

OFFICE OF THE CITY AUDITOR

AMENDED AUDIT PLAN FISCAL YEAR ENDING 2025

Audit #	Audit / Consultation Identification Number	Type of Engagement	Unit	Scope / Description	Report Due Date
1	HOT2025-1	Revenue Monitoring Audit	Park Board	Redo 6 Estimate HOT Tax Audits	9/30/2025
2	SAL2025-1	Revenue Monitoring Audit	City	Do 6 more Sales Tax Audits	9/30/2025
3	CMS2025-1 same as CMS2025-3	Compliance Management System	Park Board	The City Auditor's will expand the scope of the Park Board Beach Patrol credit cards audit (SP2024-1) to include cash disbursements.	DONE
4	CMS2025-3 same as CMS2025-1	Compliance Management System	Park Board	The City Auditor's Office will audit transactions for the Park Board, Beach Patrol for travel and training expenses.	DONE
5	CMS2025-9	Compliance Management System	Park Board	The City Auditor's Office will conduct an audit to ensure compliance with the Park Board Purchasing Procedures and Policy on Conflict of Interest.	3/27/2025
6	CMS2025-2	Compliance Management System	City	The City Auditor's Office will review in detail the monthly statements of the City of Galveston's various departments' credit cards to ensure that all transactions comply with the City's policy and procedures. **Public Works.**	4/27/2025
7	CMS2025-8	Compliance Management System	City	The City Auditor's office will audit large purchases greater than $100,000 following the purchase policies and procedures.	4/27/2025
8	CMS2025-10	Compliance Management System	Park Board	The City Auditor's Office will conduct an audit to ensure compliance with the Park Board Purchasing Procedures and Policy on Conflict of Interest. **The audit will expand to include all expenses paid with Hotel money in 2024 and 2022.**	7/27/2025
9	CMS2025-5	Compliance Management System	Port	The City Auditor's Office will conduct an audit to ensure compliance with the Port of Galveston's travel and training expenditure policy and procedures.	9/30/2025

RESOLUTION NO. 25- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, SUSPENDING THE APRIL 12, 2025, EFFECTIVE DATE OF THE PROPOSAL BY TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC. – CENTRAL-GULF SERVICE AREA, TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2024; DIRECTING THE CITY SECRETARY TO FORWARD A CERTIFIED COPY OF THIS RESOLUTION TO TGS AND TO LEGAL COUNSEL; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston, Texas ("City") is a gas utility customer of Texas Gas Service Company, a Division of ONE Gas, Inc. – Central-Gulf Service Area, ("TGS" or "the Company") and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, TGS made filings with the City and the Railroad Commission of Texas ("Railroad Commission") on February 11, 2025, proposing to implement interim rate adjustments ("GRIP Rate Increases") pursuant to Texas Utilities Code § 104.301, on all customers served by TGS, effective April 12, 2025; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code; and

WHEREAS, the City Council of the City of Galveston deems it in the public interest to suspend the April 12, 2025, effective date of the GRIP Rate increases proposed by TGS in order to determine its compliance with the Texas Utilities Code and take appropriate action related thereto.

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

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

SECTION 2. The April 12, 2025, effective date of the GRIP Rate Increases proposed by TGS is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a), to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

SECTION 3. The City Secretary is directed to send a copy of this Resolution to TGS, care of Stephanie G. Houle at 1301 S. Mopac, Suite 400, Austin, Texas 78746, and to Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

SECTION 4. This Resolution was passed by the City Council of the City of Galveston at a duly posted and noticed public meeting in accordance with the laws of the State of Texas and the City Charter of the City of Galveston on March 27, 2025.

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

APPROVED AS TO FORM:

_____
DONALD S. GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular meeting held on March 27, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of March, 2025.

_____
Secretary for the City Council
of the City of Galveston

City of Galveston

City Attorney's Office

P.O. Box 779 / Galveston, Texas 77553-0779 / (409) 797-3530 / Fax (409) 797-3531

Date: March 20, 2025

To: Brian Maxwell
City Manager

From: Trevor Fanning
Assistant City Attorney

Re: Suspension of Texas Gas Service Company's rate increase

OVERVIEW:

On February 11, Texas Gas Service Company made an Interim Rate Adjustment or "GRIP" filing with the cities in its Central-Gulf Service Area. The Company is seeking recovery of $117,718,719 in invested capital. The current filing will increase rates to residential customers by $3.36 per month. This will increase the current residential customer charge from $18.00 to $ 21.36 per month.

The increase is currently scheduled to go into effect on April 12, 2025.

Under the GRIP statute, cities may not challenge the Company's request. The only action We may take is to suspend the effective date of the rate increase by 45 days. We have until April 12, 2025 to adopt a resolution suspending the date the rate increase would otherwise go into effect.

Explanation of "Be It Resolved" Sections:

Section 1. This section suspends the rate increase for the maximum period (45 days).

Section 2. This section provides that the City will provide a copy of the approved and signed resolution to representatives for TGS and the coalition of cities.

Respectfully submitted,

_____
Trevor Fanning
Assistant City Attorney

APPROVED:

_____
Brian Maxwell
City Manager

MEMORANDUM

To: Members of City Council

From: Donald S. Glywasky, City Attorney

Date: March 19, 2025

Re: Agenda item: Recommendation to retain the services of Southland Title and Pete Sapio for title work in association with the Pelican Island Bridge project

1) Last month I requested, and Council approved, that the City Attorney office retain the services of Pete Sapio of the Doyle Law firm to assist in preparation of various title documents for the Pelican Island Bridge. That firm is associated with Southland Title as well.

2) The structure of the two entities is separate and they request that Southland Title be an entity providing services for this project. Therefore I request authority to use both Southand Title and the Doyle law firm to provide any needed service for this project.

3) Again, I do not know what the cost of this service will be, so I am estimating it at $30,000. My office has proposed funding be provided by IDC and id has been initially well received.

4) Therefore I request last month's Council action be expanded to grant authority for the City Attorney to engage both Southand Title and Pete Sapio of the Doyle law firm to provide these services for the Pelican Island Bridge project.

City of Galveston

Development Services

Pete Milburn, Sr. Project Manager
Pmilburn@Galvestontx.gov | 409.797.3672 | www.galvestontx.gov

Date: March 27, 2025

To: Brian Maxwell, City Manager
Hon. Mayor and City Council Members

From: Pete Milburn, Senior Project Manager

Request:

Consider for approval a professional services contract with Asakura Robinson to produce an update to the City of Galveston Comprehensive Plan for the amount of $290,061.00; Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Prior Council Action:

City Council, at the February 27, 2025 meeting voted to create and appoint a fourteen (14) member Steering Committee for the Comprehensive Plan Update.

Background

A. The purpose of a Comprehensive Plan is to provide a statement of long-range goals and policies affecting the City's competitiveness, livability, and sustainability, to provide objectives, and strategies for the community's long-term conservation, growth, and development.

B. The city's Comprehensive Plan forms the basis upon which zoning decisions are made and are required pursuant to Local Government Code (LGC) Chapter 211. In Texas, a Comprehensive Plan is required for a city to adopt zoning regulations.

C. It is recommended to review a city's Comprehensive Plan approximately each five (5) to ten (10) years for continued guidance of local decision-makers and stakeholders, toward meeting the City's Comprehensive Plan goals and objectives.

D. The City of Galveston's Comprehensive was last updated in 2011.

E. Community Development Block Grant Mitigation (CDBG-MIT) funds have been made available by the Texas General Land Office (GLO) for the most impacted and distressed counties and zip codes in Texas to develop and adopt more resilient development codes.

F. Staff made application to the GLO Resilient Communities Program for a grant to fund the development and adoption of a forward-looking Comprehensive Plan.

Pete Milburn, Sr. Project Manager
Pmilburn@Galvestontx.gov | 409.797.3672 | www.galvestontx.gov

G. The City of Galveston solicited a Request for Proposal for a Comprehensive Plan update (RFP #24-06 Comprehensive Plan) on January 10, 2024.

H. RFP #24-06 Comprehensive Plan respondees:

Asakura Robinson Company LLC
Design Workshop, Inc.
LJA Engineering, Inc.
SAFEbuilt, LLC

I. Asakura Robinson's proposal was the highest ranking among the respondees.

Fiscal Impact Report:

Requested by	Pete Milburn Senior Project Manager
Funding Source	General Land Office Grant
Cost	The estimated cost - $290,061.00

Alternatives:

1. Approve this request to contract Asakura Robinson to produce an update to the City of Galveston Comprehensive Plan for the amount of $290,061.00.

2. Do not approve this request.

Staff Recommendation:

Staff recommends approving the professional services contract with Asakura Robinson to produce an update to the City of Galveston Comprehensive Plan for the amount of $290,061.00.

Respectfully Submitted,

_____
Pete Milburn, Senior Project Manager

Attachments:

Contract

City of Galveston

Purchasing Division

purchasing@galvestontx.gov | 409.797.3579 | www.galvestontx.gov

3/19/2025

Asakura Robinson Company LLC
2500 Summer Street, Suite 3228
houston, Texas, 77007
keiji@asakurarobinson.com

RE: Comprehensive Plan

Dear Sir/Madam:

The City of Galveston is pleased to inform you that your company has been selected to receive a contract for the above item. No contract is awarded until such time as approved by the City Council of the City of Galveston. Staff anticipates the City of Galveston Council to approve the award on 3/27/2025. This is a single vendor award contract and payment will be made by a purchase order issued by the City of Galveston. The City appreciates the time and effort given to your solicitation.

The State of Texas adopted a required form through House Bill 1295. It is called the Disclosure of Interested Parties – Form 1295. It is required for all of our vendors with contracts of at least $1,000,000.00 or that have gone before and been approved by Galveston's City Council. Please visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm to fill out the required document. You will need to print, sign, as an unsworn declaration, before filing with the City.

Your contract number from the City of Galveston is COG-CON-25-353; you will need this number when filling out the form online. Please include the following documents with your signed and notarized contract: completed Form 1295, and Certificate of Insurance, naming the City of Galveston as the additional insured. Return all originals to the address above, or you may scan a color copy of the documents listed above to purchasing@galvestontx.gov, no later than 5 business days. Please contact us if you have any questions.

Sincerely,

Michael Caruso – CTCD
Purchasing Manager
Finance Department - Purchasing

AGREEMENT FOR SERVICES

Comprehensive Plan

This Agreement (the "Agreement") is made and entered into this 27th day of March 2025, by and between the City of Galveston ("COG"), a Texas home-rule municipality, and **Asakura Robinson Company LLC** ("Company") located at **2500 Summer Street, Suite 3228, Houston Texas 77007.** By entering into this Agreement, Company agrees that COG is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain services in connection with its **"services rendered"**, within the City of Galveston ("COG") and **Asakura Robinson** ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and **Exhibit 1, Exhibit 2, Exhibit 3** ***and Exhibit 4*****,** identified as the proposal from the Company for the scope of services, and those document(s), attached and incorporated for all purposes for the following Project:

RFP 24-06 Comprehensive Plan

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **TERM:** Agreement shall be effective upon execution by the COG for two (2) years, unless sooner terminated under the terms set forth herein.

2. **SCOPE OF SERVICES**: Company will provide the services ("Work**"**) to the COG in connection with the Project, more specifically described in **Exhibit 2** (and any applicable exhibits attached herein), attached and fully incorporated for all intents and purposes.

3. **COMPENSATION**: COG shall compensate Company for the Work at the agreed upon amount identified in ***Exhibit 1.*** Company will furnish an invoice to the COG detailing activities performed and reflecting actual time and expenses incurred during the preceding month. This agreement is contingent on COG receiving the GLO Grant of $300,000. If the grant is not awarded this agreement will become null and void. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at **2500 Summer Street, Suite 3228, Houston Texas 77007.** COG shall not be responsible for any payment to Company for any additional services or expenses not specifically included in **Exhibit 1**, except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

4. **SCHEDULE AND DELIVERABLES**: The COG and its agencies will cooperate with Company to facilitate the performance of the work described in the agreement. Company will perform the Work in accordance with the schedules/timetables described in detail in the attached **Exhibit 1 and Exhibit 2**.

In the event that one or more of the members of the Company cannot perform because of ill health, physical disability or other reasons beyond his/her control, Company shall use its best efforts to furnish a substitute of similar stature for such member of the Company whom COG agrees to accept. COG does not have to accept any substitutes provided by the Company, but, may contract a substitute of their own.

5. **CHANGES:** The COG may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the COG and Company, shall be incorporated in written amendments to this Agreement. No changes in the terms of this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.

6. **STANDARD OF CARE**: The standard of care for all services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

7. **PERMITS:** The Company warrants and represents that it has obtained any and all permits, approvals, and licenses that are necessary for services being rendered. All permits associated with

the project shall be the sole responsibility of Company.

8. **INDEPENDENT CONTRACTORS**: The parties are independent contractors as to each other. Nothing in this Agreement shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

It is the intent of the parties to this agreement that the Company as an independent contractor will control the manner and means of its performance(s). The COG will control the scheduling of the performance(s). The exclusive nature of this agreement is limited to the duration of the performance and it is expected that the performer will enter into other similar agreements with other customers.

9. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

10. **INSURANCE REQUIREMENTS**: Company shall provide all required COG certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name COG as an additional insured and shall provide that the policy requires the insurance carrier to notify COG a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

a. Commercial general liability insurance, naming the COG as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

   $2,000,000 general liability (includes products and personal, etc.)
   $1,000,000 fire damage
   $1,000,000 automobile damage
   $500,000 workers compensation employers' liability
   Statutory limits for workers compensation

   Insurance coverage shall be on an "**occurrence basis**"

11. **APPROPRIATIONS**: The obligations of COG to make payment under this Agreement are expressly subject to appropriations by the COG of funds that are lawfully available to be applied to such purpose.

12. **FORCE MAJEURE**: In the event that the performance of any of the covenants of this agreement shall be prevented by an act of God, pandemic, the acts and regulations of public authorities, or labor disputes, acts of the public enemy, acts of superior governmental authority, or other circumstances, or cause beyond their or its reasonable control, COG and Company shall be respectively relieved of their obligations hereunder with respect to the performance(s) so prevented. In the above-mentioned event, Company grants COG the right to reschedule the performance(s) under the same terms and conditions of this Agreement.

13. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED, COMPANY SHALL, TO THE EXTENT ALLOWABLE, INDEMNIFY, SAVE AND HOLD COG OF GALVESTON HARMLESS, INCLUDING COG'S OFFICERS, AGENTS, EMPLOYEES AND SERVANTS, FROM ANY CLAIMS, ACTIONS, LAWSUITS, PROCEEDINGS, DAMAGES, LOSS, JUDGMENTS, LIABILITIES OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER OF COMPANY OR THOSE ACTING UNDER COMPANY'S SUPERVISION OR CONTROL. COMPANY SHALL NOT BE RESPONSIBLE, HOWEVER, FOR ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY**

AND INJURIES, INCLUDING DEATH, BY WHICH MAY ARISE FROM THE NEGLIGENCE OF COG. COMPANY SHALL COMPLY WITH THE REQUIREMENTS OF ALL CURRENT APPLICABLE LAWS, RULES AND REGULATIONS AND SHALL INDEMNIFY AND HOLD HARMLESS COG AND ITS AGENCY MEMBERS FROM AND AGAINST THE FAILURE TO COMPLY WITH THOSE LAWS, AND SHALL ASSUME FULL RESPONSIBILITY FOR PAYMENTS OF FEDERAL, STATE AND LOCAL TAXES ON CONTRIBUTIONS IMPOSED OR REQUIRED UNDER THE SOCIAL SECURITY, WORKER'S COMPENSATION AND INCOME TAX LAWS.

14. **COPYRIGHT**: The Company specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Company indemnifies COG for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the performance(s).

15. **TAXES** - Company will pay when due all taxes or assessments applicable to Company. Company will comply with the provisions of all Applicable Laws related to taxes and taxing authority.

16. **ASSIGNMENT:** Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

17**. NO WAIVER**: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Agreement.

18. **SEVERABILITY CLAUSE**: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

19. **ATTORNEY'S FEES**: In the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

20. **APPLICABLE LAW, VENUE, AND JURISDICTION:** This Agreement shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Agreement, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Agreement or the Work.

21. **NOTICES -** All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Agreement. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to COG shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Asakura Robinson Company LLC
2500 Summer Street, Suite 3228
Houston, Texas 77007
713-337-5830
keiji@asakurarobinson.com
Attn: Keiji Asakura

22. **Dispute Resolution** - Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.

Nothing herein shall hinder, prevent, or be construed as a waiver of COG's right to seek redress on any disputed matter in a court of competent jurisdiction.

Nothing herein shall waive or be construed as a waiver of the COG's sovereign immunity.

Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Company, in whole or in part. COG

and Company agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended.

Except in the case of a breach of contract or termination for cause, in the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

23. **TERMINATION:** This Agreement may be terminated prior to completion of the Work by either party upon 10 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, COG shall thereupon have the right to terminate this Agreement by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, COG shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination. Notwithstanding the above, Company shall not be relieved of liability to COG for damages sustained by COG by virtue of any breach of the Agreement by Company or its subordinates and COG may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due COG from Company is determined.

24. **BINDING EFFECT** - This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

25. **CYBERSECURITY PLAN -** The Vendor shall establish, implement, and maintain a Cybersecurity Plan. This plan shall describe the processes and procedures that will be followed to ensure the appropriate security of IT resources that are developed, processed, or used under this contract. The Vendor Cybersecurity Plan shall comply with applicable laws.

26. **EXHIBITS -** All Exhibits attached hereto are incorporated herein by reference for all purposes as part of this Agreement. To the extent of any conflict, this Agreement will control.

Exhibit 1 – Compensation
Exhibit 2 - Scope of Work
Exhibit 3 – DSE Rates
Exhibit 4 – Appendix A – Proposal Document
Appendix B – Conflict of Interest Form Executed
Appendix C – House Bill 89, 13, 19 Verification Form Executed
Appendix D – Property Tax Statement Executed
Appendix E – Nepotism Statement Executed
Appendix F – Non-Collusion Statement Executed
Appendix G – Document 00435 Debarment
Appendix I – Federal Clauses Executed

27. **ENTIRE AGREEMENT**: This Agreement supersedes all prior agreements, written or oral, between Company and COG and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

IN WITNESS WHEREOF, the respective parties hereto have caused this Agreement to be duly executed and effective as of the date first above written.

Each signatory to this Agreement certifies that he/she has been authorized by their entity to execute this Agreement.

CITY OF GALVESTON, TEXAS	**Asakura Robinson**
By: _____	By: _____
City Manager	**Keiji Asakura, President**

ATTEST:

_____

City Secretary

APPROVED AS TO FORM

_____

City Attorney

EXHIBIT 1

COMPENSATION

City of Galveston Comprehensive Plan Meeting Schedule and Deliverables For 300k GLO Grant. Comprehensive Plan to be completed over a 12-month period.

	Task	Description	Time (Hours)	Quantity	Cost
Project Coordination					
	Kickoff Meeting	In Person		1	$7,974
	Weekly Calls	Virtual	.5 (30 mins)	48	$14,820
	Project Management Plan	n/a		1	$3,340
Key Stakeholders					
	Mayor	In Person	1	1	$270
	City Council - Individual	In Person	1	6	$1,553
	City Manager	In Person	1	1	$270
	Planning Commission	In Person	1	1	$270
Staff					
	Development Services	In Person	2	1	$1,332
	Municipal Services	In Person	1	1	$631
	Transportation / Transit	In Person	1	1	$631
	Parks and Recreation	In Person	1	1	$631
Public Engagement					
	Committees	In Person	n/a	3	$5,712
	Community Workshops	In Person	n/a	3	$32,590
	Pop-Ups	n/a	n/a	1	$2,549
Vision, Goals, Strategies					
	Resilient Development Strategy	n/a	n/a	1	$39,256
	Land Use Policy & Future Land Use Map	n/a	n/a	1	$19,940
	Transportation & Mobility Plan	See Attachment: B	n/a	1	$36,632
	Draft Recommendations	n/a	n/a	1	$38,550
Comprehensive Plan Content					
	Implementation Plan	n/a	n/a	1	$36,924
	Draft Plan	n/a	n/a	1	$15,072
	Final Plan for Adoption	n/a	n/a	1	$4,744
Lump Sum Contract to be billed in 5 (five) equal installments in accordance with GLO grant requirements.				SUBTOTAL	$263,692
				PROJECT ALLOWANCE 10%	$26,369
				TOTAL	$290,061
Will pricing be held for 12 months pending GLO grant approval?					Yes

Attachments:

A - Comp Plan Guidelines
B - Transportation Mobility Plan
C - GLO Comp Plan Requirements

Attachment A

Comprehensive Plan

1st Equal Part Payment

1. Procurement Documentation (if work is performed by a vendor).
2. In-House Work Documentation (if work is performed in house).
3. Project Management Work Plan.

2nd Equal Part Payment

1. Assessment of Current Plans.
2. Base Studies.
3. Documentation of 1st Round of Public Meetings.
4. Draft Goals, Objectives, and Policies.

3rd Equal Part Payment

1. Documentation of 2nd Round of Public Meetings.
2. Preliminary Draft of Comprehensive Plan.

At a minimum, document must include the following elements:

- SECTION 1: RESULTS OF BASE STUDIES: these are the findings of the studies submitted under 2nd Draw - Base Studies.
- SECTION 2: GOALS AND OBJECTIVES STATEMENT: this is the final and community approved version of the goals and objectives originally submitted under 2nd Draw - Draft Goals/Objectives/Policies.
- SECTION 3: COMPREHENSIVE PLAN – DRAFT (50% Developed, or significant progress on each of the plan elements listed below)
- Future Land Use Plan + Map: graphic and written presentation of desirable and feasible alternative land use patterns. It must be based on the goals and objectives of the community. The map should be clear and include streets, lots and block lines. All land uses must be included.
- Resiliency Measures: must include a description of how hazard mitigation strategies and actions were incorporated into the Comprehensive Plan.
- Transportation & Mobility Plan + Map: must include street and highway patterns, private transportation and, if applicable, public transportation. Must include all planned improvements.
- Infrastructure/Capital Improvement Plan + Map: must include water, wastewater, storm drainage, electric, gas, cable, telephone.
- Community Facilities Plan + Map: must include schools, libraries, parks, recreation and open space, health care, and other public facilities including fire stations.
- Additional Sections - Including: Urban Design Elements, Historic Preservation Plan, Downtown Redevelopment Plan, Environmental Plan.
- Implementation Strategy: the steps that the city will take to enforce the provisions of the plan including grant funding strategies.
- Additional elements may also be included, as long as all required elements are present.

4th Equal Part Payment

1. Documentation of 3rd Round of Public Meetings.
2. Adopted Comprehensive Plan.

At a minimum, document must include the following elements:

- SECTION 1: RESULTS OF BASE STUDIES: these are the findings of the studies submitted under 2nd Draw - Base Studies.
- SECTION 2: GOALS AND OBJECTIVES STATEMENT: this is the final and community-approved version of the goals and objectives originally submitted under 2nd Draw - Draft Goals/Objectives/Policies.
- SECTION 3: COMPREHENSIVE PLAN (100% Developed)
- Land Use Plan + Map: graphic and written presentation of desirable and feasible alternative land use patterns. Must be based on the goals and objectives of the community. The map should be clear and include streets, lots and block lines. All land uses must be included.
- Resiliency Measures: must include a description of how hazard mitigation strategies and actions were incorporated into the Comprehensive Plan.
- Transportation Plan & Mobility Plan + Map: must include street and highway patterns, private transportation and, if applicable, public transportation. Must include all planned Improvements and meet other requirements stated in Attachment B.
- Infrastructure/Capital Improvement Plan + Map: must include water, wastewater, storm drainage, electric, gas, cable, telephone.
- Community Facilities Plan + Map: must include schools, libraries, parks, recreation and open space, health care, and other public facilities including fire stations.
- Additional Sections - Optional: examples: Urban Design Elements, Historic Preservation Plan, Downtown Redevelopment Plan, Environmental Plan.
- Implementation Strategy: the steps that the city will take to enforce the provisions of the plan.
- Additional elements may also be included, as long as all required elements are present. Evidence of Adoption by City.

5th Equal Part Payment

Closeout Documentation that includes all GLO grant requirements outlined in Attachment C.

Attachment B

TRANSPORTATION & MOBILITY PLAN

Objectives:

1. Develop a comprehensive Mobility Plan that integrates with the broader Comprehensive Plan objectives.
2. Identify transportation projects that address current and future mobility challenges in Galveston.
3. Align proposed projects with HGAC's current goals for the TIP development process to enhance regional transportation planning and allow projects to move seamlessly from the Regional Transportation Plan into the Transportation Improvement Program.
4. Strategically position the city to compete for national DOT grants, e.g., the Strengthening Mobility and Revolutionizing Transportation (SMART) grant, by readily demonstrating how identified projects meet the grant eligibility requirements.

Key Components:

1. Needs Assessment: Conduct a thorough assessment of Galveston's current transportation infrastructure, existing challenges, and future growth projections.
2. Stakeholder Engagement: Engage with community stakeholders, transportation experts, and relevant agencies to gather input and ensure inclusivity in the planning process.
3. Project Prioritization: Prioritize transportation projects based on their alignment with HGAC's TIP goals, potential impact on mobility improvement, and readiness for implementation, emphasizing their suitability for grant funding.
4. Grant Alignment: Identify projects and initiatives within the Mobility Plan that meet the criteria outlined by recent DOT grants, ensuring compatibility with grant requirements and emphasizing how they fulfill grant eligibility criteria.
5. Multi-Modal Approach: Develop a balanced approach that incorporates various modes of transportation, including but not limited to, public transit, biking infrastructure, pedestrian pathways, alternative forms of transportation and road enhancements, emphasizing their relevance to grant eligibility.
6. Funding Strategy: Outline a funding strategy that leverages available resources, including local, state, federal, and grant funding opportunities, to support the implementation of proposed projects, emphasizing alignment with grant funding requirements.
7. Implementation Timeline: Establish a clear timeline for the implementation of prioritized projects, including short-term, mid-term, and long-term objectives, emphasizing their timeline for meeting grant and TIP eligibility criteria.

Conclusion:

The Transportation & Mobility Plan presented herein should serve as a strategic roadmap for addressing Galveston's transportation needs in alignment with regional goals and competitive grant opportunities. City staff need to be able to isolate one project out of the plan, update its cost estimates, and demonstrate how the project meets the TIP or grant criteria with language provided by the plan. By prioritizing projects that enhance mobility, accessibility, and sustainability and demonstrating their eligibility for grant funding, the City of Galveston aims to create a more connected and resilient community for its residents and visitors.

ATTACHMENT C

Comprehensive Plan: Guidelines: Per following excerpts from Texas General Land Office, Resilient Communities Program – Application Guide:

- Must be forward-looking, and be integrated with the Hazard Mitigation Plan, if one exists.
- Must identify local hazard risks and explain how it mitigates against those risks.
- Must include:
  1. Population Study
  2. Housing Study
  3. Land Use Study/Plan
  4. Zoning Ordinance
  5. Infrastructure Study / Capital Improvement Plan
- Adoption of the approved Comprehensive Plan and Zoning Ordinance must be complete within **24 months** of contract execution.
  NOTE: if this requirement is not satisfied, all funds will be recaptured.

1st Draw (Comprehensive Plan)

The subrecipient shall submit to the GLO for review and approval as to form a copy of the Procurement Documentation and/or In-House Work Plan (whichever is applicable). For instructions on how to conduct procurement, Subrecipient shall refer to the Community Development & Revitalization Procurement Guidance For Subrecipients Under 2 CFR Part 200 (Uniform Rul es) and to the Buying Right CDBG-DR and Procurement HUD webpage. Failure to properly procure in accordance with state and federal laws, rules, and regulations, including but not limited to 2 C.F.R. 200, may be cause for rejection of the related- reimbursement request by Subrecipient.

Procurement Documentation (if work is performed by a vendor).

At a minimum, documentation must include the following elements:

- request for proposals
- evidence/affidavit of publication
- evidence of solicitation to disadvantaged business enterprises (DBE)
- cost analysis documentation
- received bids
- bid evaluation and selection documentation
- award letter
- executed contract

In-House Work Documentation (if work is performed in house).

- estimated work hours, number of FTEs, associated hourly rates, work description, and total cost.

2nd Draw (Comprehensive Plan)

Upon GLO's review and approval as to form of the Procurement Documentation and/or In-house Work Plan (whichever is applicable), Subrecipient shall submit to GLO, for review and approval as to form, the following documents: a) Assessment of Current Comprehensive Plans, b) Base Studies, c) Documentation of 1st Round of Public Meetings, and d) Draft Goals, Objectives, and Policies.

Assessment of Current Plans

At a minimum, document must include the following elements:

- List of current plans, both local and regional, with associated adoption dates.
- A synopsis of how these plans bear on the Comprehensive Plan that will be developed.
- Hazard Mitigation Plans, if present, must be included in the assessment.
- Additional information may also be included.

Base Studies

At a minimum, document must include the following elements:

- Identification of local hazard risk(s). These must align with Hazard Mitigation Plan, if one exists.
- Population study that provides an estimate and projection for the next 20 years.
- Housing study that describes the composition of the existing housing stock, including total number of units, number of single family and multifamily units, and vacancy rates, as well as a projection for the number of future housing units needed ten (10) years from the date of the plan and the composition of those units (e.g., single family, multifamily).
- Land Use Study that describes the land use of every parcel within the jurisdiction and includes a future land use map that accounts for future population changes.
- Infrastructure study and Capital Improvement Plan that describes the water, wastewater, drainage, and streets systems, including length, width, materials, and condition or age (if available), as well as proposed prioritized improvements to those systems.
- Additional studies (e.g., environmental, economic, etc.) may also be included.

Documentation of 1st Round of Public Meetings

At a minimum, document must include the following elements:

- Meetings details: date, list of participants, agenda.
- Meeting notes.
- Additional details may also be provided.

Draft Goals, Objectives, and Policies

At a minimum, document must include the following elements:

- Draft list of goals. A goal is a broad, achievable, and usually long-term outcome.
- Draft List of objectives associated with each goal. An objective is a specific and measurable action to achieve a goal.
- Draft list of the policies, if applicable, that will be deployed to implement the objectives.
- Additional details may also be provided.

3rd Draw (Comprehensive Plan)

Upon GLO's review and approval as to form of Assessment of Current Comprehensive Plans, Base Studies, Documentation of 1st Round of Public Meetings, and Draft Goals, Objectives, and Policies, Subrecipient shall submit to GLO, for review and approval as to form, the following documents: a) Documentation of 2nd Round of Public Meetings and b) Preliminary Draft of Comprehensive Plan.

Documentation of 2nd Round of Public Meetings

At a minimum, document must include the following elements:

- Meetings details: date, list of participants, agenda.
- Meeting notes.
- Additional details may also be provided.

Preliminary Draft of Comprehensive Plan

At a minimum, document must include the following elements:

- SECTION 1: RESULTS OF BASE STUDIES: these are the findings of the studies submitted under 2nd Draw - Base Studies.
- SECTION 2: GOALS AND OBJECTIVES STATEMENT: this is the final and community-approved version of the goals and objectives originally submitted under 2nd Draw - Draft Goals/Objectives/Policies.
- SECTION 3: COMPREHENSIVE PLAN - DRAFT (50% Developed, or significant progress on each of the plan elements listed below)
  - Land Use Plan + Map: graphic and written presentation of desirable and feasible alternative land use patterns. Must be based on the goals and objectives of the community. Map should be clear and include streets, lots and block lines. All land uses must be included.
  - Resiliency Measures: must include a description of how hazard mitigation strategies and actions were incorporated into the Comprehensive Plan.
  - Transportation Plan + Map: must include street and highway patterns, private transportation and, if applicable, public transportation. Must include all planned improvements.
  - Infrastructure/Capital Improvement Plan+ Map: must include water, wastewater, storm drainage, electric, gas, cable, telephone.
  - Community Facilities Plan + Map: must include schools, libraries, parks, recreation and open space, health care, and other public facilities
  - Additional Sections - Optional: examples: Urban Design Elements, Historic Preservation Plan, Downtown Redevelopment Plan, Environmental Plan.
  - Implementation Strategy: the steps that the city will take to enforce the provisions of the plan.
  - Additional elements may also be included, as long as all required elements are present.

4th Draw (Comprehensive Plan)

Upon GLO's review and approval as to form of Documentation of 2nd Round of Public Meetings and Preliminary Draft of Comprehensive Plan, Subrecipient shall submit to GLO, for review and approval as to form , the following documents: a) Documentation of 3rd Round of Public Meetings, b) the Adopted Comprehensive Plan, and c) Evidence of Adoption by Jurisdiction.

Documentation of 3rd Round of Public Meetings

At a minimum, document must include the following elements:

Meetings details: date, list of participants, agenda.

- Meeting notes.
- Additional details may also be provided.

Adopted Comprehensive Plan

At a minimum, document must include the following elements:

- SECTION 1: RESULTS OF BASE STUDIES: these are the findings of the studies submitted under 2nd Draw - Base Studies.
- SECTION 2: GOALS AND OBJECTIVES STATEMENT: this is the final and community-approved version of the goals and objectives originally submitted under 2nd Draw - Draft Goals/Objectives/Policies.
- SECTION 3: COMPREHENSIVE PLAN (100% Developed)
  - Land Use Plan + Map: graphic and written presentation of desirable and feasible alternative land use patterns. Must be based on the goals and objectives of the community. The map should be clear and include streets, lots and block lines. All land uses must be included.
  - Resiliency Measures: must include a description of how hazard mitigation strategies and actions were incorporated into the Comprehensive Plan
  - Transportation Plan + Map: must include street and highway pattern, private transportation and, if applicable, public transportation. Must include all planned improvements.
  - Infrastructure / Capital Improvement Plan + Map: must include water, wastewater, storm drainage, electric, gas, cable, telephone
  - Community Facilities Plan + Map: must include schools, libraries, parks, recreation and open space, health care, and other public facilities.
  - Additional Sections - Optional: examples: Urban Design Elements, Historic Preservation Plan, Downtown Redevelopment Plan, Environmental Plan.
  - Implementation Strategy: the steps that the city will take to enforce the provisions of the plan.

- Additional elements may also be included, as long as all required elements are present.

Evidence of Adoption by Jurisdiction

At a minimum, document must include the following elements:

- Resolution from the City Council documenting adoption of Comprehensive Plan, listing the plan's name and date of adoption.
- Additional details may also be provided.

NOTE: adoption of the Comprehensive Plan and associated Zoning Ordinance must be complete within 24 months of contract execution, or else funds will be recaptured.

5th Draw (Comprehensive Plan)

Upon GLO's review and approval as to form of Documentation of 3rd Round of Public Meetings, the Adopted Comprehensive Plan, and Evidence of Adoption by Jurisdiction, Subrecipient shall submit to GLO, for review and approval as to form, the required Closeout documentation.

Closeout Documentation

At a minimum, documentation must include the following elements:

- Closeout documents
- Outstanding documents (if applicable).

The Rest of this page intentionally left blank.

EXHIBIT 2

SCOPE OF SERVICES

Task 1.0 Project Organization

1.1 Kickoff Meeting

To begin the project, Company will schedule a Kickoff Meeting and Tour for the project team and the client team to discuss aspirations for the project process and final outcomes. At this meeting, we will identify project goals, roles, and processes, discuss the Project Work Plan and required revisions, and schedule recurring check-ins such as weekly calls.

1.2 Weekly Calls - Client Team

Company's team will maintain clear, consistent, and reliable project management, performance monitoring, and client communication with weekly project status calls via Microsoft Teams.

1.3 Project Management Plan

Company will distribute a Project Management Plan that establishes communication and material production standards. It will contain the draft project timeline and meeting dates that Kickoff Meeting attendees will review and validate and adjust as needed.

Meetings:

- Kickoff Meeting to be held in-person in Galveston at the start of the project.
- Up to 48 30-minute weekly check-in calls are to be held throughout the duration of the project.

Deliverables:

- Project Management Plan

Resources/Services to be provided by City:

- Venue for Kickoff Meeting.
- Identification of key dates / scheduling conflicts / time constraints for development of Project Management Plan's timelines.
- Coordination of internal review and one set of comments for each deliverable.

Task 2.0 Understand

2.1 Plan and Code Review (required Assessment of Current Plans)

The Company's project team will conduct a comprehensive review of the COG's existing Comprehensive Plan and its elements, recent studies, hazard mitigation action plans, and any other pertinent subject-matter plans and studies, such as stormwater management and water/wastewater utility master plans This review will identify existing data sources and data collection needs, outstanding projects and implementation strategies, and potential conflicts between planning aspirations and current codes and policies. These plans may ultimately be incorporated into the updated Comprehensive Plan by reference.

The Company's project team also will conduct a cursory review of applicable ordinances and codes to identify potential conflicts and barriers to achieving the desired form and type of development identified throughout the planning process. This audit will also act as an initial scoping activity for potential zoning, flood hazard reduction, and building ordinance updates that could be supported later in the process.

2.2 Land & Water Analysis (required Identification of Local Hazard Risks)

Galveston is a city shaped by its relationship to the water: over time, its landscape and natural systems have been raised, armored, and modified to resist coastal storm surge. Continued development and land use patterns on Galveston Island as well as proposed coastal defense systems such as the "Ike Dike" will continue to shape the city's relationship to the water. A critical theme to understand is how water moves and interacts with the city's land and buildings.

The Company's project team will analyze the relationship between land and water in the City of Galveston, bringing in current flood risk data as well as modeled future outcomes incorporating sea level rise and storm surge to estimate future climate conditions. These models will be combined with topography, land use and land cover, and building characteristics to understand how water interacts with Galveston's different neighborhood areas, building types, and facilities. Other key natural hazards identified in the hazard mitigation action plan will also be included in this hazard assessment.

The resulting analysis will inform the creation of a Resilient Development Strategy in the Envision phase.

2.3 Market and Economic Conditions Review (required Population Study, Housing Study)

The Company's project team will assess market and economic conditions impacting development and land use within the City of Galveston, including the housing market and ongoing economic development efforts. This review will identify important economic trends and drivers, including current population estimates and 20-year projections, existing housing stock composition and projected needs, and the City's economic outlook that may impact the implementation of the current plan as well as future land use needs and appropriate strategies.

A particularly important factor in Galveston will be understanding the impact of tourism on the local economy, including short-term rentals, hotels and hospitality industries, and hotel occupancy tax and sales tax revenues. These unique dynamics shape the local real estate market and the availability of housing for permanent residents, as well as the availability of local revenues.

2.4 Community Design Report (required Land Use Study)

Recognizing the importance of community character, historic preservation, and culture in the comprehensive plan's elements, the project team will update a parcel-level inventory of existing land uses that will be complemented by a qualitative assessment and inventory of Galveston's existing culture and arts ecosystem, architectural and landscape design characteristics, history, and landmarks. Designing and planning with character in mind means tailoring built and natural environment recommendations to the desired community image: for example, understanding how home elevations interact with historic preservation best practices. This report will also incorporate applicable neighborhood and corridor planning efforts to define potential neighborhood planning areas.

2.5 Transportation Baseline Conditions Study (required Infrastructure Study and Capital Improvement Plan)

The Company's project team will review the existing Thoroughfare Plan and the H-GAC 2022 Regional Thoroughfare Plan and Transportation Improvement Program (TIP) and inventory existing data for transportation and mobility in Galveston, including traffic counts, regional travel demand models, and existing and planned facilities. The Company team will also assess implementation of these plans and document the existing and planned bicycle, pedestrian, and transit network to provide a holistic picture of mobility within the City of Galveston.

2.6 Infrastructure Base Map (required Infrastructure Study and Capital Improvement Plan)

The Company's project team will work with COG's Municipal Services and Facilities departments to inventory the city's existing utilities, infrastructure, and facilities, as well as planned or proposed improvements identified in previous planning efforts or in the COG's Capital Improvement Plan.

Deliverables:

- Plan and Code Review Technical Memorandum
- Land and Water Analysis Report
- Market and Economic Conditions Review Technical Memorandum
- Community Design Report including Existing Land Use Map
- Transportation Baseline Conditions Study
- Infrastructure Base Map

Resources/Services to be provided by City:

- All applicable plans, studies, and codes, including:
    - the current Comprehensive Plan and background materials,
    - existing Hazard Mitigation Plan, and
    - departmental plans (e.g. water and wastewater system plans, facilities master plans, etc.)

- All available and pertinent locally maintained data (e.g. reports and GIS shapefiles), including:

- land use,
- zoning,
- economic development,
- historic preservation and urban design,
- transportation, including pavement condition assessments and previously identified maintenance needs,
- infrastructure,
- utilities,
- short-term rental registries,
- hotel occupancy and sales tax revenues,
- community facilities, etc.

- Coordination of internal review and one set of comments for each deliverable.

Task 3.0 Engage

3.1 Public Engagement Plan

The Company team will develop a Public Engagement Plan, which will explain in detail the target stakeholders and public audiences, methods of engagement, timeline for activities, and performance goals, such as a target number of engaged individuals and levels of public input.

The Company team will work closely with the COG and relevant stakeholders to understand priorities and objectives for the engagement process during the Kickoff Meeting, incorporating them into the overall Public Engagement Plan. The Plan will also identify requirements for the project's Social Pinpoint site that will be developed in Task 3.4.

3.2 Steering Committee Meetings (3)

The Company team will work with the COG to facilitate up to three (3) meetings with the plan's Steering Committee, bringing together a committee of resident representatives, elected/appointed liaisons, and key stakeholders that will be appointed by the COG Council. These meetings will enable high-level project oversight, increasing transparency and helping ensure fidelity of project goals and vision.

3.3 Key Stakeholder and Staff Engagement

The Company project team will conduct structured interviews and meetings with a mix of key stakeholders and relevant staff in order to ensure their aspirations for the planning process and content are reflected throughout the plan's development. These 1-hour meetings could take place throughout the planning process, either as part of the Understand phase or to vet potential recommendations and implementation strategies during the Envision and Act phases.

3.4 Community Workshops and Accompanying Online Engagement (3)

Company team will host up to three (3) community workshops at specific project milestones during the project periods. These will be "all-hands" meetings, featuring a large facilitation effort from the project team and a goal of maximum community turnout. These workshops will engage the community in highly interactive activities to further refine and dig into their visions for COG, develop a preferred strategies, and gain feedback on plan recommendations and implementation.

Company will also provide online alternatives and information so residents who are unable to attend the workshops can still provide their input.

In addition, the Company project team will develop one (1) initial web-based Community Survey to gain a comprehensive understanding of community desires, utilizing Social Pinpoint and working with the client to distribute the survey digitally and/or in bills or mailers. Online survey capabilities additionally contribute to a data-driven approach while helping the team connect with community members where they are. The Company team will also develop digital alternatives to the Community Workshops to ensure that all have equal access to participating in key input moments.

3.5 Pop-Up Engagement

The Project team will attend up to one (1) pre-planned community event or established community gathering space in Galveston, serving as an opportunity to embed directly into its culture and candidly interact with community members. Attendance at existing events may more effectively elicit feedback by engaging members in fun yet mutually insightful activities, additionally providing equitable opportunities for distributing surveys to those without online access.

Meetings:

- Three Steering Committee meetings
- Three Community Workshops
- Up to 14 hours of key stakeholder interviews or meetings, to tentatively include:
    - 1 1-hour meeting with Mayor
    - 6 1-hour meetings with City Councilors
    - 1 1-hour meeting with City Manager
    - 1 1-hour meeting with Planning Commission
    - 1 2-hour meeting with Development Services Staff
    - 1 1-hour meeting with Municipal Services Staff
    - 1 1-hour meeting with Parks and Recreation Staff
    - 1 1-hour meeting to discuss Transportation
- Attendance at 1 community event (not to exceed 6 hours)

Deliverables:

- Public Engagement Plan
- Materials and summaries for three Steering Committee meetings
- Materials and summaries for three Community Workshops
- Materials and summaries for 1 community event pop-up

Resources/Services to be provided by City:

- Venue for Steering Committee meetings.
- Venue for three Community Workshops.
- Identification of key dates / scheduling conflicts for Community Workshops.
- Coordination of internal review and one set of comments for each deliverable.
- Staff attendance or support for meetings (to be determined during the development of the Public Engagement Plan)

Task 4.0 Envision

4.1 Plan Outline (incl. Goals, Objectives, Policies)

The Plan Outline will provide the structure for the updated Comprehensive Plan, including how the community-approved vision and goals will be related to potential objectives and policies (including supporting detailed plan elements such as the Future Land Use Plan/Map and Transportation Plan/Map). This outline will provide a framework for developing detailed draft recommendations and priorities.

4.2 Resilient Development Strategy (required Resiliency Measures)

Central to the plan's development will be grounding the updated vision in a new Resilient Development Strategy that will guide the plan's coordinated outcomes. This Strategy will guide the future distribution of public and private investment across the City of Galveston, whether through zoning and land use policy, investments in transportation or flood risk reduction, or facilities and infrastructure. This strategy will identify principles for developing a preferred land use concept and the revised Future Land Use Map, including goals to ensure that the City's future development responds to changing natural hazards and that access and opportunity are equitably distributed throughout Galveston. The Strategy's components will be guided by the community's vision and could also consider fiscal health and socioeconomic vulnerability.

4.3 Land Use Policy and Future Land Use Map Revisions

The Company project team will build on the community vision and feedback and the Resilient Development Strategy to develop a Preferred Land Use Concept. This concept may include multiple land use scenarios for community feedback but will be at a high level. The goal for this concept is to connect the Resilient Development Strategy to potential land use themes that can be implemented through the Future Land Use Map. With community feedback on these concepts and scenarios, the project team will assess the strengths and performance of the preferred land use concept.

Building on the Preferred Land Use Concept, the Company project team will produce an updated Future Land Use Map with accompanying future land use designations and policy recommendations. This map will provide the level of detail needed to inform future regulatory updates and zoning map amendments and specify areas for future study and planning. The Future Land Use Map will be well-coordinated to inform the implementation strategy and to support equitable development outcomes across the entire City of Galveston.

4.4 Transportation and Mobility Plan

Alongside the development of the Future Land Use Map, the Company project team will develop an integrated Mobility Plan that considers regional and local mobility by vehicle, foot, bike, and transit. The Future Land Use Map will be considered when assessing future needs. The Company project team will develop recommended updates to corridors and classifications identified in the current Thoroughfare Plan, including opportunities for transit and active mobility corridors to be further developed and designed. In addition to corridor classifications, the Company project team will develop priorities for intersection improvements, corridor and streetscape improvements, and needed connections based on their alignment with H-GAC's Transportation Improvement Program, potential impact and readiness, and funding prospects.

The mobility plan will assess potential projects' grant eligibility requirements such as cost-benefit analyses to support a 5-year grant application and project implementation outlook, including potential applications for national programs such as the Strengthening Mobility and Revolutionizing Transportation (SMART) program and locally administered programs including Congestion Mitigation and Air Quality (CMAQ). It will also be integrated with the plan's Resilience, Sustainability, and Disaster Planning foundations to leverage potential hazard mitigation funding sources.

The Goodman Corporation working as a subcontractor to Company will complete a Needs Based Analysis (NBA) as part of this effort to include a matrix of funding identifications and related implementation strategy.

4.5 Draft Recommendations

Concurrent with the development of the Resilient Development Strategy, the Land Use Policy and Future Land Use Map Revisions, and the Transportation and Mobility Plan, the Company project team will revise the completed plan outline, updating existing recommendations and drafting new recommendations to support the plan. These recommendations will primarily focus on aligning these planning strategies with existing functional plans including infrastructure plans, community facilities plan, and governance including capital planning. They may also include other supporting topics such as:

- Housing and Neighborhoods
- Economic Development
- Historic Preservation
- Natural Resource Management
- Parks, Recreation, and Open Space
- Community Facilities
- Infrastructure and Utilities
- Public Safety
- Community Character and Urban Design
- Disaster Planning and Response

Deliverables:

- Plan Outline
- Resilient Development Strategy Technical Memorandum (and accompanying maps)
- Land Use Policy Technical Memorandum
- Future Land Use Map
- Transportation and Mobility Plan Technical Memorandum
- Transportation and Mobility Maps
- Draft Recommendations Memorandum

Resources/Services to be provided by City:

- Coordination of internal review and one set of comments for each deliverable.

Task 5.0 Act

5.1 Implementation Strategy

Upon completion of all technical work, an Implementation Strategy will be completed with supporting strategies, actions, responsibilities, and priorities/timelines. These strategies will be classified as short-term, mid-term or long-term strategies and priorities. Goals will be closely developed alongside the COG to ensure they are feasible, fundable, and placed within an appropriate timeline. Prioritization and evaluation criteria will be developed with COG during the planning process to support continued monitoring, evaluation, and adjustment as needed.

5.2 Comprehensive Plan Draft Report

The Draft Comprehensive Plan will present the final vision for the Comprehensive Plan, as well as the base study findings, a summary of the engagement process, detailed chapters, and Implementation Strategy. The plan will rely heavily on visuals such as maps, graphics, and renderings to illustrate key concepts and future revisions. The plan will be prepared with a concise Executive Summary and delivered along with associated appendices (technical documentation, data, maps, and other applicable documentation). This plan will be provided to the client and posted for public comment on the client's website.

5.3 Final Plan Report

The Company project team will make necessary changes to the plan as advised by the client and the key COG Departments, as well as the community. The final format will be designed for print and digital audiences, including a mobile-friendly format. After the plan has gone through the planning process, been vetted by staff and supported by the community, the team will support COG staff through the adoption process. The team will provide a final PowerPoint presentation of the plan for COG Council.

Meetings:

- Attendance at up to two (2) public hearings during the adoption process.

Deliverables:

- Implementation Strategy Technical Memorandum
- Comprehensive Plan Draft Report with 1 set of revisions
- Comprehensive Plan Final Report
- PowerPoint presentation for plan adoption process
- All accompanying plan files, including the final report, graphics, maps, and GIS data.

Resources/Services to be provided by City:

- Coordination of internal review and one set of comments for each deliverable.
- Coordination of plan approval process.

EXHIBIT 3

DIRECT SALARY EXPENSE RATES (DSE)

City of Galveston, Texas
Comprehensive Plan
March 6, 2025

Labor Category	Hourly Rate	Percent of Profit %
Principal	$258	10%
Project Manager	$218	10%
Assistant Project Manager	$129	10%
Urban Planner	$107	10%
Transportation Planner	$246	15%
Environmental Planner	$184	15%
GIS Specialist	$110	10%
Public Relations Specialist	$102	10%
Supervisory Coastal/Water Resources Civil Engineer	$320	15%
Senior Architect / Environmental Planner	$226	15%
Senior Landscape Architect / Senior Designer	$173	15%
Senior Implementation Planner	$191	15%

EXHIBIT 4

APPENDICES

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

__X__ Appendix A must be included in the submittal.

__X__ Appendix B – G all forms must be complete and included in the submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- [X] Appendix B – Conflict of Interest
- [X] Appendix C – House Bill 13, 19, 89 Verification
- [X] Appendix D – Property Tax Statement
- [X] Appendix E – Nepotism Statement
- [X] Appendix F – Non-Collusion Statement
- [X] Appendix G – Certification Regarding Debarment

All Proposals delivered to the City of Galveston shall include this page with the submittal.			
RFP Number:	**24-06**		
Project Title:	**Comprehensive Plan**		
Submittal Deadline:	**Refer to Key Event Schedule**		
Proposer Information:			
Proposer's Legal Name:	Asakura Robinson Company LLC		
Address:	2500 Summer Street, Suite 3228		
City, State & Zip	Houston, Texas 77007		
Federal Employers Identification Number #	20-0948652		
Phone Number:	(713) 337-5830	**Fax Number:**	N/A
E-Mail Address:	keiji@asakurarobinson.com		

Proposer Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into an agreement on behalf of the Proposer.

Printed Name and Position of Authorized Representative: Keiji Asakura, President

Signature of Authorized Representative: _____

Signed this 6th (day) of February (month), 2024 (year)

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding $2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than $250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
   a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
   b. contracts for the purchase or sale of real property, personal property including an auction of property;
   c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than $2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed $500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person who has a business relationship with local governmental entity.

Asakura Robinson Company LLC

2. ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐Yes ☐No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐Yes ☐No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐Yes ☐No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

2/6/2024

Date

Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

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Appendix C - House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of $100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of $100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2271.001, 2271.002, 808.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

I, Keiji Asakura (Person name), the undersigned representative of (Company or Business Name) Asakura Robinson Company LLC (hereinafter referred to as Company)
being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

2/6/2024
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

Appendix D – Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

__X__ I do not owe the City property taxes that are delinquent.

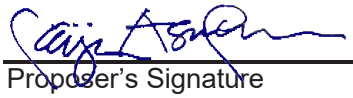
_____ I owe City property taxes that are delinquent on property located at

_____

_____

Keiji Asakura

Proposer's Printed or Typed Name



Proposer's Signature

2/6/2024

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

_X_____ The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

Appendix F – Non-Collusion Statement

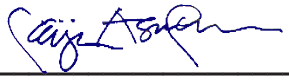
THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

PROPOSER Asakura Robinson Company LLC

ADDRESS 2500 Summer Street, Suite 3228, Houston TX 77007

PHONE (713) 337-5830

FAX N/A

PROPOSER (SIGNATURE) 

PROPOSER (PRINTED NAME) Keiji Asakura

POSITION WITH COMPANY President

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL 

COMPANY OFFICIAL (PRINTED NAME) Keiji Asakura

OFFICIAL POSITION President

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

Appendix G – Document 00435
The City of Galveston, Texas

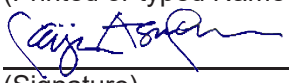
PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Keiji Asakura

(Printed or typed Name of Signatory)



(Signature)

February 6, 2024

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

APPENDIX I – CDBG FEDERAL CLAUSES

The following, federally mandated, clauses require acknowledgement of the offeror and are considered part of the contract between the City of Galveston and the awarded vendor. Any offeror that does not acknowledge the clauses below shall be considered non-responsive and will not be considered for award.

1. **NO GOVERMENTAL OBLIGATION TO THIRD PARTIES:** The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:** Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

3. **ACCESS TO RECORDS AND REPORTS:** The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

4. **EQUAL EMPLOYMENT OPPORTUNITY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this

nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs

(1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

5. **GOVERNMENT-WIDE SUSPENSION AND DEBARMENT:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt.3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2
C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that

may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**
    1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
    2. **Violation; liability for unpaid wages; liquidated damages -** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
    3. **Withholding for unpaid wages and liquidated damages** – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
    4. **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. **LOBBYING:**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms by signing this contract the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

8. CLEAN AIR 42 U.S.C. § 7401 et seq.: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **CLEAN WATER REQUIREMENTS 33 U.S.C. 1251 et seq.:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. **PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C 6962:**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or
(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

11. **DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS:** By signing this contract, the contractor agrees it shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

12. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

13. **COMPLIANCE WITH DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT:**

Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and

wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The [*City of Galveston*] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [*City of Galveston*] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or

development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [*City of Galveston*] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in

percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

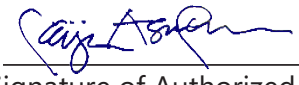
(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of

Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
(6) Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
(7) Contract termination: debarment – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
(8) Compliance with Davis-Bacon and Related Act requirements – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
(9) Disputes concerning labor standards – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
(10) Certification of eligibility – (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

I, Keiji Asakura (printed name), the undersigned, do hereby acknowledge, and agree to comply, with the above statements for the entire length of any agreement with the City of Galveston, Texas.



Signature of Authorized Company Representative

February 6, 2024
Date

THIS DOCUMENT MUST BE SIGNED AND SUBMITTED AS IT IS A PART OF THE PACKAGE

HOUSING AND URBAN DEVELOPMENT ACT - 1968
CONTRACTOR'S LOCAL OPPORTUNITY PLAN

Asakura Robinson Company LLC agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the (City/County) of City of Galveston.

A. To ascertain from the Locality's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
B. To attempt to recruit from within the city the necessary number of lower income resident through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
E. To insure that subcontracts (greater than $10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of Asakura Robinson Company LLC, we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

Signature

President
Title

February 6, 2024
Date

THIS DOCUMENT MUST BE SIGNED AND SUBMITTED AS IT IS A PART OF THE PACKAGE

§ 135.38 Section 3 clause

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the
labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled
(1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible
(i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Galveston Police Department

OFFICE OF THE CHIEF
STAFF REPORT

Date March 27, 2025

To: City Manager
Honorable Mayor and City Council Members

From: Doug Balli, Galveston Police Department, Chief of Police

Project location: Police Department **Project:** Department Policy Software

Request: Consider approval payment to Lexipol, LLC for the annual renewal of the Police Department's Rules and Regulations Policy Manual Update with Daily Training Bulletins, in the amount of $29,641.93.

Prior Council Action – Previously approved yearly service by past City Councils

Background

The Police Department has a policy manual subscription with Lexipol, LLC to provide updates for the Rules and Regulations Manual. This allows the Department to minimize the man hours it requires to research new case laws and court cases that effect mandated changes in the manual. The subscription includes 365 Unique Daily Training Bulletins and a Testing Data Base.

The Galveston Police Department must keep the Rules and Regulations Manual current to avoid possible liability.

Fiscal Impact Report

- **Funding Source:** Police Operating Budget
- **Total Cost: $29,641.93**

Alternatives:

Alternative A: Approve the purchase of Lexipol policy software.

Alternative B: Do not approve purchase.

Staff Recommendation:

Approve *Alternative A* so policy manual and training can be continually updated and improved.

Respectfully,

Doug Balli
Chief of Police

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LEXIPOL

MASTER SERVICE AGREEMENT

Agency's Name: Agency's Address:	Galveston Police Department 501 54th St Galveston, TX 77552
Attention:	
Sales Rep: Lexipol's Address:	Angela Poole 2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	07/01/2023 (to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Galveston Police Department		**Lexipol, LLC**	
Signature:	Doug Ball	Signature:	DocuSigned by: Jan Roos E06AE53CE2B942A...
Print Name:	Doug Ball	Print Name:	Jan Roos
Title:	Police Chief	Title:	Vice President & General Counsel
Date Signed:	06/14/2023	Date Signed:	7/5/2023

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Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins	USD 24,099.35	USD 24,099.35
	Subscription Line Items Total		**USD 24,099.35**
			USD 24,099.35
		TOTAL:	USD 24,099.35

Notes
Subscription Dates 07/01/2023-06/30/2024

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Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "party" and collectively as the "parties."

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 "Agency Data" means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Lexipol Content" means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 "Services" means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the "Custom Agreement Terms" section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.[1]

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency's access to Lexipol's Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

[1] Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

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4. **Fees; Invoicing**. Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service**. The following terms and conditions govern access to and use of Lexipol's Services:

5.1 **Online Services**. Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")[2], GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services**. Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting[3], and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License**. Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security**. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 **Agency Data.** Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality**. During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

[2] LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

[3] Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

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Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. Warranty. LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Indemnification. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

9. Limitation of Liability. Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or $10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. General Terms.

10.1 Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 Compliance; Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

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LEXIPOL

Addendum to Online Subscription Agreement (OSA) between Lexipol and Galveston Police Department (Texas).

Effective Date: 07/01/2023

Agency is purchasing the following additional service:

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Supplemental Manual(s) (12 Months)	USD 2,158.00	USD 2,158.00
	Subscription Line Items Total		**USD 2,158.00**
			USD 2,158.00
		TOTAL:	USD 2,158.00

*Law Enforcement pricing is based on 129 Law Enforcement Sworn Officers.

Terms and Conditions: This subscription order falls under the provisions of the original Online Subscription Agreement signed by the authorized agent for the above agency. The services that Lexipol, LLC, a Delaware Limited Liability Company (hereinafter "Lexipol"), provides to Agency, Customer, User, Purchaser are subject to the Terms and Conditions of Use of the original Online Subscription Agreement. These Terms and Conditions are valid through the subscription agreement period. This document represents additional services to be provided, subject to the foregoing Terms and Conditions of Use. AGENCY HEREBY AGREES WITH THESE TERMS AND CONDITIONS OF USE AS APPLICABLE TO THE SERVICES ACQUIRED VIA THIS ADDENDUM.

The subscription agreement is authorized and approved by:

Agency		**Lexipol**	
Signature:		Signature:	DocuSigned by: Jan Roos E06AE53CE2B942A...
Print Name:	Doug Bell	Print Name:	Jan Roos
Title:	Police Chief	Title:	Vice President & General Counsel
Date Signed:	06/13/2023	Date Signed:	7/5/2023

Please return to: Fax: (469)731-0847 – Email: contracts@lexipol.com
Send: Lexipol LLC, 2611 Internet Blvd. Suite 100, Frisco, TX 75034

Invoice

#INVLEX11235963

6/1/2024

Bill To
Galveston Police Department
501 54th St
Galveston TX 77552
United States

End User
Galveston Police Department

Terms	Due Date	PO #	Contract Term
Net 30	7/1/2024		7/1/2024 to 6/30/2025

Description	Qty	Rate	Amount
Annual Law Enforcement Policy Manual & Daily Training Bulletins	1	$25,545.31	$25,545.31
Annual Law Enforcement Supplemental Manual(s)	1	$2,287.48	$2,287.48

Subtotal	$27,832.79
Tax Total (%)	$0.00
Invoice Total	$27,832.79
Amount Paid	$0.00
Amount Due	$27,832.79

Click here to submit your accounting inquiry

Lexipol now has an easier way for you to view/pay your invoices. Please set up/login to your account today at LEXIPOL CUSTOMER PORTAL If you have difficulty logging in, please click on the reset password link, reset your password, and attempt logging in again.

Please Make Checks Payable to:
Lexipol, LLC
2611 Internet Blvd, Suite 100
Frisco, Tx 75034-9085

DocuSign Envelope ID: 65934963-A84F-45A2-A7B4-121DFC9BE187

LEXIPOL

MASTER SERVICE AGREEMENT

Agency's Name: Agency's Address:	Galveston Police Department 501 54th St Galveston, TX 77552
Attention:	
Sales Rep: Lexipol's Address:	Angela Poole 2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	07/01/2023 (to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Galveston Police Department		**Lexipol, LLC**	
Signature:	Doug Ball	Signature:	DocuSigned by: Jan Roos E06AE53CE2B942A
Print Name:	Doug Ball	Print Name:	Jan Roos
Title:	Police Chief	Title:	Vice President & General Counsel
Date Signed:	06/14/2023	Date Signed:	7/5/2023

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Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins	USD 24,099.35	USD 24,099.35
	Subscription Line Items Total		**USD 24,099.35**
			USD 24,099.35
		TOTAL:	USD 24,099.35

Notes
Subscription Dates 07/01/2023-06/30/2024

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Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "party" and collectively as the "parties."

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 "Agency Data" means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Lexipol Content" means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 "Services" means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the "Custom Agreement Terms" section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.[1]

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency's access to Lexipol's Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

[1] Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

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4. **Fees; Invoicing**. Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service**. The following terms and conditions govern access to and use of Lexipol's Services:

5.1 **Online Services**. Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")[2], GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services**. Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting[3], and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License**. Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security**. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 **Agency Data.** Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality**. During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

[2] LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

[3] Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

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Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. Warranty. LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Indemnification. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

9. Limitation of Liability. Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or $10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. General Terms.

10.1 Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 Compliance; Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

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LEXIPOL

Addendum to Online Subscription Agreement (OSA) between Lexipol and Galveston Police Department (Texas).

Effective Date: 07/01/2023

Agency is purchasing the following additional service:

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Supplemental Manual(s) (12 Months)	USD 2,158.00	USD 2,158.00
	Subscription Line Items Total		**USD 2,158.00**
			USD 2,158.00
		TOTAL:	USD 2,158.00

*Law Enforcement pricing is based on 129 Law Enforcement Sworn Officers.

Terms and Conditions: This subscription order falls under the provisions of the original Online Subscription Agreement signed by the authorized agent for the above agency. The services that Lexipol, LLC, a Delaware Limited Liability Company (hereinafter "Lexipol"), provides to Agency, Customer, User, Purchaser are subject to the Terms and Conditions of Use of the original Online Subscription Agreement. These Terms and Conditions are valid through the subscription agreement period. This document represents additional services to be provided, subject to the foregoing Terms and Conditions of Use. AGENCY HEREBY AGREES WITH THESE TERMS AND CONDITIONS OF USE AS APPLICABLE TO THE SERVICES ACQUIRED VIA THIS ADDENDUM.

The subscription agreement is authorized and approved by:

Agency		**Lexipol**	
Signature:	[signature]	Signature:	DocuSigned by: Jan Roos E06AE53CE2B942A...
Print Name:	Doug Bell	Print Name:	Jan Roos
Title:	Police Chief	Title:	Vice President & General Counsel
Date Signed:	06/13/2023	Date Signed:	7/5/2023

Please return to: Fax: (469)731-0847 – Email: contracts@lexipol.com
Send: Lexipol LLC, 2611 Internet Blvd. Suite 100, Frisco, TX 75034

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Galveston Police Department

OFFICE OF THE CHIEF
STAFF REPORT

Date: March 27, 2025

To: City Manager, Honorable Mayor and City Council Members

From: Doug Balli, Galveston Police Department, Chief of Police

Request: Consider approval to purchase Flock Safety system utilizing a contract Insight has with OMNIA Partners Cooperative, reference: Technology Products, Solutions and Related Services, *Contract Number: 23-6692-03.*

Prior Council Action – On September 21, 2023, City Council unanimously approved a Data Access Agreement between The City of Galveston and the Flock Group Inc.

Background

The purpose of this purchase is to provide an investigation tool for the Galveston Police Department which is already utilized by most law enforcement agencies in our region. By implementing the Flock Safety Platform, including Vehicle Fingerprint technology, we will be able to Identify vehicles by make, color, decals, transforming footage into actionable evidence. Even when the plate is unreadable. Most crimes involve use of a vehicle, even when the vehicle itself is not a tool of the crime itself, but a mode of transportation for the perpetrator(s). The Flock Safety System as quoted in this request includes thirty-four LPRs, installed in predetermined strategic placements around our jurisdiction. Additionally, as part of this agreement, Flock will service, maintain, and take care of our cameras bundled into one straightforward yearly subscription fee.

The City of Galveston is a member of the OMNIA Partners cooperative, and as such, has access to Insight's entire portfolio of products and services. This allows the city of Galveston to utilize contracts that have been competitively procured in compliance with state purchasing requirements. The link provided further explains how this cooperative works: https://www.omniapartners.com/suppliers/insight-public-sector/public-sector/contract-documents#contract-1846 Texas Government Code 791 authorizes local governments to contract, as much as possible with other local governments and agencies of the State of Texas.

The OMNIA Partners cooperative is dedicated to optimizing procurement for organizations like the City of Galveston. The objective of a cooperative purchasing program is to provide a mechanism for local governments to pool their collective purchasing power.

Insight has a contract with OMNIA Partners Cooperative, reference: Technology Products, Solutions and Related Services, Contract Number: 23-6692-03.

Fiscal Impact Report

- **Year 1 (FY25) - $145,100.00**
- **Year 2 (FY26) - $122,000.00**
- **Year 3 (FY27) - $122,000.00**

Funding Source

- **MVCPA CC Grant (80%): $116,080.00**
- **FY 2025 Galveston Police Department Operating Budget – Special Revenue Fund (20%): $29,020.00**

Total: $389,100.00 (over 3 years)

Alternatives:
Alternative A: Approve the purchase of the Flock Safety Platform and recurring yearly subscription between the Galveston Police Department and the Flock Group, Inc.

Alternative B: Do not approve the purchase of the Flock Safety Platform and recurring yearly subscription between the Galveston Police Department and the Flock Group, Inc.

Staff Recommendation:
Approve the purchase of the Flock Safety Platform and recurring yearly subscription between the Galveston Police Department and the Flock Group, Inc.

Respectfully,

Doug Balli
Chief of Police

Attachments: Staff Report - Quote 228281401(Includes Grant) - OMNIA Contract 23-6692-03

INSIGHT PUBLIC SECTOR, INC.
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

Account name: 10126296

CITY OF GALVESTON
PO BOX 779
GALVESTON TX 77553-0779

SHIP-TO

CITY OF GALVESTON
601 54TH ST
GALVESTON TX 77551-4246

Quotation

Quotation Number	:	0228281401
Document Date	:	18-MAR-2025
PO Number	:	
PO Release	:	
Sales Rep	:	George Marshall
Email	:	GEORGE.MARSHALL@INSIGHT.COM
Phone	:	
Sales Rep 2	:	Rhada Zamora
Email	:	RHADA.ZAMORA@INSIGHT.COM
Phone	:	

We deliver according to the following terms:

Payment Terms	:	Net 30 days
Ship Via	:	Insight Assigned Carrier/Ground
Terms of Delivery	:	FOB DESTINATION
Currency	:	USD

Regarding tariff impacts on IPS contract quotes, Insight iscommunicating with the contracting officials on the contracts held by Insight to minimize the impact of tariffs to our clients.

A signature below is required at time of Purchase Order if it is not fully funded. Insight will not be able to process the Purchase Order without this quote being signed. If placing POs annually, Insight will require POs for the out years to be placed at least 15 days prior to the renewal date. By executing this quote, Customer agrees to the below terms and annual payment schedule.

Customer understands, accepts and agrees that this purchase is subject to Flock Safety's End User License Agreement, available at: https://www.flocksafety.com/terms-and-conditions-eula, unless Customer and Flock Safety have entered into a separate agreement, in which case that agreement will govern.

TERM LENGTH: 36 Months
TERM START: Unless otherwise noted, the Term shall commence upon first installation and validation of Flock Hardware

THIS IS A 3 YEAR ANNUAL PAYMENT COMMITMENT
Year 1 - Lines 10-40 - $145,100.00 - Invoiced 100% upon last camera validation
Year 2 - Lines 50-60 - $122,000.00 - Invoiced at first anniversary
Year 3 - Lines 70-80 - $122,000.00 - Invoiced at second anniversary
Total Contract Commit - $389,100.00

Material	Material Description	Quantity	Unit Price	Extended Price
PS-IMP-STD	FLOCK GROUP STANDARD IMPLEMENTATION PROFESSIONAL SERVICES OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 848.99 Discount: 23.438%	24	650.00	15,600.00
PS-IMP-SOLAR	Flock Professional Services with Standard Implementation Service OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 978.99 Discount: 23.390%	10	750.00	7,500.00

Material	Material Description	Quantity	Unit Price	Extended Price
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE-POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT ™ + MACHINE LEARNING SOFTWARE AND REAL-ALERTS FOR UNLIMITED USERS Coverage Dates: 18-MAR-2025 - 17-MAR-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638%	24	3,000.00	72,000.00
FLCK-SLRFALCON-LR	Flock Safety Recognition Camera w/ Vehicle Fingerprint - Subscription license - Unlimited users Coverage Dates: 18-MAR-2025 - 17-MAR-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 5532.99 Discount: 9.633%	10	5,000.00	50,000.00
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE-POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT ™ + MACHINE LEARNING SOFTWARE AND REAL-ALERTS FOR UNLIMITED USERS Coverage Dates: 18-MAR-2026 - 17-MAR-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638%	24	3,000.00	72,000.00
FLCK-SLRFALCON-LR	Flock Safety Recognition Camera w/ Vehicle Fingerprint - Subscription license - Unlimited users Coverage Dates: 18-MAR-2026 - 17-MAR-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 5532.99 Discount: 9.633%	10	5,000.00	50,000.00
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE-POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT ™ + MACHINE LEARNING SOFTWARE AND REAL-ALERTS FOR UNLIMITED USERS Coverage Dates: 18-MAR-2027 - 17-MAR-2028 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638%	24	3,000.00	72,000.00
FLCK-SLRFALCON-LR	Flock Safety Recognition Camera w/ Vehicle Fingerprint - Subscription license - Unlimited users Coverage Dates: 18-MAR-2027 - 17-MAR-2028 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 5532.99 Discount: 9.633%	10	5,000.00	50,000.00

Product Subtotal	366,000.00
Services Subtotal	23,100.00
TAX	0.00
Total	389,100.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

George Marshall

GEORGE.MARSHALL@INSIGHT.COM

Rhada Zamora

RHADA.ZAMORA@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Tariffs imposed by the United States government on technology-related products may lead to cost increases for manufacturers and suppliers, who then pass these increases on to partners like Insight. Additionally, supply constraints, production delays, component shortages, and logistical pressures have contributed to cost increases and product shipment delays from manufacturers and suppliers. Insight is actively engaged with its suppliers and partners to address these challenges. While we strive to honor initial price proposals and quotes, the fluid nature of the impact on manufacturer and supplier costs and product availability due to tariffs and supply disruptions could require a requote, subject to the contract terms if the purchase is being made under an Insight Public Sector, Inc. contract vehicle, before finalizing any subsequent or impacted proposals, quotes, and orders.
https://www.insight.com/terms-and-policies

Insight Public Sector, Inc.	**City of Galveston**
Signature:	**Signature:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

Technology Product Solutions and Related Services
Executive Summary

Lead Agency: Cobb County, GA

Solicitation: 23-6692

RFP Issued: August 26, 2022

Pre-Proposal Date: September 14, 2022

Response Due Date: October 13, 2022

Proposals Received: 18

Awarded to: Insight Public Sector

Contract #: 23-6692-03

The Cobb County Purchasing Department issued RFP 23-6692 on August 26, 2022, to establish a national cooperative contract for Technology Product Solutions and Related Services.

The solicitation included cooperative purchasing language in **National Contract** section as stated below:

"Cobb County, GA, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Cobb County, GA is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment A, or as otherwise agreed to. Attachment A contains additional information about OMNIA Partners and the cooperative purchasing program".

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Cobb County Purchasing website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal
- Kennebec Journal/Morning Sentinel, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses were notified of the Request for Proposal.

On October 13, 2022, proposals were received from the following offerors:

- Alegna Technologies, Inc.
- SHI International Corp.
- Carbyne, Inc.
- Insight Public Sector, Inc.
- Audio Enhancement, Inc.
- Emergent, LLC
- Govconnection, Inc. dba Connection - Public Sector Solutions
- Iron Bow Technologies, LLC
- DLT Solutions, LLC
- Vertosoft, LLC
- Presidio Networked Solutions, LLC
- Virtual Technologies Inc.
- CDW Government LLC
- Carahsoft Technology Corporation
- Vurkada, Inc. Fiscal Note Inc.
- AGParts Worldwide Inc.
- Virtucom, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with **Insight Public Sector, Inc.** and proceeding with contract award upon successful completion of negotiations.

Geographic Preferences: Cobb County included a geographic preference, but it did not impact the score for the national award.

The Cobb County, GA, OMNIA Partners and Insight Public Sector successfully negotiated a contract, and the Cobb County executed the agreement with a contract effective date of May 1, 2023.

Diversity Certification: IPS prefers to meet diversity requirements for services opportunities where they're able to subcontract out to the diversity partner.

Contract includes: A comprehensive range of solutions providing a broad range of technology products and services including but not limited to:

- Hardware Product Offering with hundreds of leading industry manufacturers
- Software applications through licensing agreements with software publishers or boxed products
- Solutions & Service Offerings; As a comprehensive Solutions Integrator (SI), Insight takes a client-focused approach to helping organizations identify, adopt, and manage the most appropriate solutions to drive digital transformation and modernization for innovation.

Supplier provided federal funds certifications which are available on the OMNIA Partners website for review.

Term:

Initial thirty-six-month agreement from May 1, 2023through April 30, 2026 with the option to renew two (2) additional one-year periods through April 30, 2028.

Pricing/Discount:

Pricing structure for products is based on a discount off the Insight list price.

OMNIA Public Sector, web landing page:

Insight Public Sector, Inc. Cooperative Contract | Overview (omniapartners.com)

Cobb County

Contract # 23-6692-03

for

Technology Product Solutions and Related Services

with

Insight Public Sector

Effective: May 1, 2023

The following documents comprise the executed contract between the Cobb County, and Insight Pubic Sector effective May 1, 2023:

I. Executed Master Agreement
II. Supplier’s Response to the RFP, incorporated by reference

Reference No. 21070

Reference Number	
Reference Depart.	**Purchasing Department**

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #23-6692** ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb Count y Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency' s invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

5/5/23
Date

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
3/14/23

Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

Authorized Signature

President
Title

4/4/2023
Date

FEDERAL TAX ID NUMBER

36-3949000

Approved as to form

County Attorney's Office

April 25, 2023
Date

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1. Cover Letter

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer.
An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

Insight Response:

Insight provided a cover letter per RFP requirements; it can be found at the beginning of our proposal document.

2. Executive Summary

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Insight Response:

Insight has carefully read the RFP and we are confident in our ability to exceed the requirements. Insight approaches opportunities to provide solicited services by assigning teams of specialists whose experience and knowledge of government contracts allows them to develop complete solutions to support the entire lifespan of our clients' IT assets.

We understand that operational functionality is a critical component to the success of contracts for any organization similar to Cobb County and OMNIA Partners. As a result, we have created back-office teams dedicated to each aspect of public sector contracts, including—but not limited to—compliance, credit, invoicing, procurement, and publisher paperwork.

As Insight Public Sector is entirely focused on providing IT solutions to public sector clients, we have the resources, processes, and flexibility to provide all levels of government and education clients with equal benefits and attention. We leverage the same tools and cost-saving techniques that utilize economies of scale, which allows us to provide consistent levels of service to large and small participants alike. Furthermore, we understand that budgets represent taxpayer money, and that the responsibilities of procurement and respecting manufacturer and publisher compliancy rules are more heavily weighted as a public sector participant than in a commercial environment. Insight's compliance team assures you meet these commitments.

Experience has taught us that certain segments of our public sector client base require specialized procurement options. Our approach is to ensure that each client receives the individual attention they need; as a result, Insight has divided our resources into vertical segments to match each client (e.g., government and education). This organizational structure ensures each vertical receives maximum support from Insight resources who understand the specific needs of each vertical.

Insight uses eCommerce tools to help our clients reduce cost, increase operational efficiency, eliminate errors, and control rogue purchases. Tools such as our web portal, built-in workflow, on-demand reporting, and license proofs provide equal service levels and cost-saving opportunities regardless of the size of the contract participant, as all our tools are scalable to size. Our eCommerce solutions provide an easy and effective way for us to keep our clients up to date with technological changes.

Although operational functionality and eCommerce are critical components of our approach to providing solicited services, the most important component of Insight's overall approach to this contract is our people. We are proud of the depth of experience and knowledge we make available to Participating Public Agencies through our account teams. Each employee at Insight either supports clients directly or supports someone else who does; we are all equally committed to our clients' satisfaction and success.

Insight's nationwide presence, which includes over 50 offices and over 200 public sector-focused sales and support teammates across the country, makes us the best choice for this contract and provides the 'feet on the street' necessary to make this Master Agreement more successful than ever before. We are 100% dedicated to OMNIA Partners members' continued growth and success.

Insight is offering Cobb County, OMNIA Partners, and all Participating Public Agencies every product and service available through Insight. Our offering also includes nationwide full life-cycle service offerings that allow us to provide out-sourcing of entire IT departments as well as services that allow us to manage a client's technology assets from inception to retirement. Insight has decades of experience providing customized solutions nationally for our clients.

Insight, Cobb County, and OMNIA Partners: A Growing IT Partnership

Insight's core values of hunger, heart, and harmony emphasize a deep commitment to service across all aspects of our business. In addition, our desire to create a positive impact in the lives of our clients, partners, and teammates positions Insight as a world-class partner aligned with Cobb County's and OMNIA Partners' strategic vision.

As an industry leader, Insight will continue to invest in our people, systems, and portfolio of offerings worldwide. By combining technology hardware, software, and services, Insight will regularly offer Participating Public Agencies custom-tailored solutions designed to meet their unique requirements and changing IT goals, while streamlining IT management and reducing their total cost of ownership.

The greatest value that Insight can provide to Cobb County and OMNIA Partners is that we leverage our extensive capabilities and resources to properly evaluate requirements. Our creative thinking and optimized pricing methodologies ensure the solutions we suggest drive significant value to your organizations.

Insight appreciates the opportunity to continue to build a successful partnership with Cobb County and OMNIA Partners, and we look forward to next steps following the RFP process. In the meantime, please contact us regarding any further questions or requests for additional information.

3. Company Background / Profile

Provide information on company background to include the following:

Insight Response:

As part of a $9.4 billion global company, Insight Public Sector, Inc. ("Insight") has successfully delivered solutions to clients like Cobb County for over 34 years.

Our parent company, Insight Enterprises, Inc. now ranks No. 373 on the Fortune 500, fulfilling a mission to help clients maximize the day-to-day value of IT while pursuing more incredible business transformation. Insight is also on the Channel Futures MSP 501, ranking No. 1 of IT service providers globally.

At Insight, we believe diversity is a critical component of our success. As a Fortune 100 Best Workplaces for Diversity company, our people are our greatest strength. We work diligently to promote a culture that celebrates and rewards creative thinking, collaborative decision-making and innovative solutions. Our teammates represent a wide range of backgrounds, life experiences, and viewpoints, which we believe leads to stronger teams.

Central to fostering a rich culture of diversity at Insight is a shared set of values among teammates:

- We respect and take care of each other.
- We exist to serve our clients.
- We act with integrity in all that we do.

Notable achievements include:

- Insight President & CEO Joyce Mullen named Top Channel Influencer by Channel Futures
- Insight Named a Finalist in Fast Company's 2022 World Changing Ideas Awards (Education Category)
- Insight earned a perfect score on the Human Rights Campaign Corporate Equality Index
- ADP's Humanity at Work Award
- Insight ranked at No. 59 for Diversity on Forbes Best Employers List
- Insight ranked at No. 83 on Barron's 100 Most Sustainable Companies
- Insight ranked at No. 95 on World's Best Employers List
- 2022 Corporate Equality Index 100 out of 100
- 2022 Microsoft Partner of the Year Award for Manufacturing
- 2022 Intel North America Partner of the Year
- 2022 Aruba Partner of the Year
- 2021 Microsoft Azure Security Deployment Partner of the Year
- 2021 Veritas Technologies Top National Business Partner of the Year

An organizational chart of our proposed project team is included in **Section 9 – Appendices, Appendix A**. Relevant background and experience for the key team members is as follows:

Team Member	Background & Experience
Scott Friedlander – Senior Vice President, Public Sector	Scott will provide executive leadership and serve as the main point of contact for all executive-level discussions between Insight and OMNIA Partners leadership. He has been in public sector sales for 40 years and with Insight (by way of acquisition) for 4 years.
Erica Falchetti – Sr. SLED Market Leader, Capture & Business Development	Erica will serve as the National Account Manager for OMNIA Partners and will provide direction for the sales teams to drive consistent sales growth and oversee the contract marketing strategy. She has been with Insight for 14 years.
Kevin Hallihan – Field Sales Market Leader, East/Central	Kevin leads our field SLED sales teams in the East and Central. He has been with Insight for 23 years.
Brian Louderback – Field Sales Market Leader, West/TOLA	Brian leads our field SLED sales teams in the West and TOLA. He has been with Insight for 23 years.
Ken Richter – Inside Sales Market Leader	Ken leads our nationwide inside SLED sales teams. He has been with Insight for 23 years.
Clayton Boras – Sales Market Leader, Higher Education	Clayton leads our field and inside higher education sales teams. He has been in public sector sales for 24 years and with Insight for 6 months.
Kathy Kramer – Marketing Manager	Kathy leads our public sector marketing teams. She has been in marketing roles for over 25 years and with Insight (by way of acquisition) for 6 years.
Paul Geils – Sr. Manager, SLED Compliance	Paul and his team will be responsible for ensuring Insight remains compliant with the terms of the contract, specifically as it relates to pricing, reporting, audits, and user access. He has been with Insight for 24 years.

a. *Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.*

Insight Response:

Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286
480.333.3071
480.760.9488 fax

erica.falchetti@Insight.com
Federal Tax ID#: 36-3949000
www.ips.insight.com

b. *Date business was established under current name.*

Insight Response:

Insight Public Sector, Inc. was established on April 19, 1994.

On January 3, 2003, there was a reverse merger with a name change from Comark Government & Education Sales, Inc. to Insight Public Sector, Inc.

c. *Size of company including the total number of employees.*

Insight Response:

Insight Enterprises, Inc. (Insight Public Sector, Inc's parent company) has over 12,000 employees globally and earned over $9.4 Billion in revenue in 2021.

d. *Type of ownership or legal structure of business*

Insight Response:

Insight Public Sector, Inc. is an indirect wholly owned subsidiary of Insight Enterprises, Inc. and is the operational entity that conducts business with public sector clients.

e. *Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.*

Insight Response:

To the best of our knowledge, Insight has not defaulted on the fulfillment of any client contract for circumstances within our control.

f. *Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?*

Insight Response:

Insight is not involved in any pending or threatened legal proceedings that we believe would reasonably be expected to have a material adverse effect on its business, financial condition, or results of operations.

From time to time, Insight is party to various legal proceedings incidental to the business, including preference payment claims asserted in client bankruptcy proceedings, indemnification claims, claims of alleged infringement of patents, trademarks, copyrights, and other intellectual property rights, employment claims, claims of alleged non-compliance with contract provisions, and claims related to alleged violations of laws and regulations.

Insight regularly evaluates the status of the legal proceedings in which we are involved to assess whether a loss is probable or there is a reasonable possibility that a loss, or an additional loss, may have been incurred to determine if accruals are appropriate. If accruals are not appropriate, we further evaluate each legal proceeding to assess whether an estimate of possible loss or range of possible loss can be made. Although litigation is inherently unpredictable, we believe that we have adequate provisions for any probable and estimable losses. It is possible, nevertheless, that our consolidated financial position, results of operations, or liquidity could be materially and adversely affected in any particular period by the work required pursuant to any legal proceedings or the resolution of any legal proceedings during such period. Legal expenses related to defense of any legal proceeding or the negotiations, settlements, rulings, and advice of outside legal counsel in connection with any legal proceedings are expensed as incurred.

g. *Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.*

Insight Response:

Insight has never been disqualified from working for or with any public entity.

h. *If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.*

Insight Response:

Please see **Section 9 – Appendices, Appendix B** for the following sample agreement documents, which Participating Public Agencies may be asked to sign at the transaction level:

- Sample Insight Statement of Work (SOW) template
- Sample Amazon Web Services Order Form Agreement
- Sample Google Cloud Platform Order Form Agreement
- Sample Microsoft Azure Order Form

4. Experience

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

a. *Scope of services/contract description.*
b. *Dollar value of contract.*
c. *Assigned project personnel.*
d. *The contracting entity's contact person, current phone number, and current e-mail address as reference information.*

Insight Response:

Contract #1: Fairfax County, Virginia / OMNIA Partners – Technology Products & Services

a. Scope: All products and services
b. Dollar value: $300M annually (includes revenue from all piggybacks)
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Yong Kim, 703.324.3217, yong.kim@fairfaxcounty.gov

Contract #2: State of Iowa OCIO – Technology Products & Services (Piggyback of OMNIA)

a. Scope: All products and services
b. Dollar value: $45M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Pearson Skepnek, 515.414.6107 pearson.skepnek@iowa.gov

Contract #3: City of Los Angeles – Software & Related Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $35M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Kitty Pai, 909.738.0913, kitty.pai@lacity.org

Contract #4: State of Florida – Technology Products & Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $24M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Christopher McMullen, 850.922.9867, christopher.mcmullen@dms.fl.gov

Contract #5: Miami-Dade County – Technology Products & Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $9M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Guillermo Paneque, 305.596.8614, guillermo.paneque@miamidade.gov

5. Product Information / Service Capability

a. *Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?*

Insight Response:

Insight's manufacturer and publisher partners offer various warranty coverages that agencies have the option to purchase. Insight also partners with several third-party maintenance providers who offer a range of extended warranty options, depending on the product.

Additionally, for specific end user devices (laptops, PCs, printers, tablets), networking equipment, servers, and storage systems, Insight offers a suite of fee-based infrastructure maintenance services, which include the following coverage options:

- Flexible service levels from 24/7 to next day
- On-site, advanced exchange, and depot
- Warranty management
- End-of-life support for legacy products
- Remote diagnostics, monitoring, and call home feature

b. *Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online*

Insight Response:

Insight's standard payment terms are net 30 days from date of invoice.

The different payment vehicles supported by Insight include payments to the Lockbox, Credit Card, Procurement Card, and EFT/ACH payments. The preferred payment vehicle is the EFT/ACH payment. Insight accepts American Express, VISA, and MasterCard credit cards and procurement cards.

Insight supports the use of procurement cards/credit cards, with the parties understanding that cards are used for point-of-sale transactions only. Insight is unable to accept procurement cards for payment of orders placed on net terms via purchase orders. Net term payments must be paid by check, wire transfer, or ACH.

Credit card payments for point-of-sale transactions may be made online.

6. Pricing

a. *Suppliers shall provide pricing based on a discount from a manufacturer's price list or catalog. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included.*

- Include an electronic copy of the catalog from which discount is calculated. Electronic price lists must contain the following: *(if applicable)*
  - Manufacturer part #
  - Supplier's Part # (if different from manufacturer part #)
  - Description
  - Manufacturer's Suggested List Price and Net Price
  - Net price to Cobb County, GA (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)

Media submitted for pricing must include the Supplier's company name, solicitation name and bid #, and the bid opening date on a Flash Drive.

Insight Response:

Product Pricing Discount Structure

With a few exceptions, Insight's proposed pricing structure for products is based on a discount off the Insight list price, which is how the majority of product categories are priced on our current OMNIA Partners contract. By offering a discount from the Insight list price, we are providing Participating Public Agencies additional discounts against an already aggressive, market-driven, value-based pricing structure that is continually being benchmarked against our competitors within the industry. Our list price is publicly available on our website and is dynamically updated in real time.

The proposed discounts are as follows:

All Products (except Microsoft Software, Cisco, and AWS)		
Product Category	**Description**	**Discount %**
Accessories	Desktop Accessories	5.0%
	Display Accessories	4.0%
	Handheld Accessories	5.0%
	Keyboards & Mice	4.5%
	Mobile Phone Accessories	1.5%
	Mobile Phones	0.5%
	Networking Accessories	4.5%
	Notebook Accessories	4.0%
	Notebook Batteries	3.5%
	POS Accessories	4.0%
	Power Accessories	4.5%
	Printer Accessories	4.0%

Accessories (continued)	Projector Accessories	4.0%
	Server Accessories	3.5%
	Wireless Accessories	4.0%
	Wireless LAN Accessories	4.0%
Boards	System Components	3.0%
Cables	Cables	7.0%
	Cables Custom	7.0%
	Cables Printer	7.0%
Consumables	Printer Consumables	4.0%
Devices	Desktops	0.5%
	Handhelds	0.5%
	Notebooks	0.5%
Digital Imaging	Imaging Accessories	5.0%
	Imaging Camcorders	3.5%
	Imaging Digital Cameras	3.5%
	Imaging Scanners	3.5%
	Network Video	3.5%
Displays	Displays	1.5%
	Projectors	4.0%
Licensing	Cloud	1.0%
	Licensing Backup	2.0%
	Licensing Business Application	2.0%
	Licensing CAD/CAM	2.0%
	Licensing Cloning	2.0%
	Licensing Collaboration	2.0%
	Licensing Computer Security	2.0%
	Licensing Database	2.0%
	Licensing Development	2.0%
	Licensing Financial	2.0%
	Licensing Flow Chart	2.0%
	Licensing Graphic Design	2.0%
	Licensing Handheld	2.0%
	Licensing Network OS	2.0%
	Licensing OS	2.0%
	Licensing Personal Organization	2.0%
	Licensing Reference	2.0%

Licensing (continued)	Licensing Report Analysis	2.0%
	Licensing Spreadsheet	2.0%
	Licensing Utilities	2.0%
	Licensing Virtualization	2.0%
	Licensing Web Development	2.0%
	Licensing Word Processing	2.0%
Media	Media 4mm Tape	4.5%
	Media AIT Tape	4.5%
	Media DAT Tape	5.0%
	Media DLT Tape	4.5%
	Media LTO/Ultrium Tape	4.0%
	Media Magneto-Optical	4.5%
	Media Optical	4.5%
	Media SLR Tape	4.5%
	Media Travan Tape	4.5%
	Media VXA Tape	4.0%
	Media Zip	4.0%
Memory	Memory Desktop	4.5%
	Memory Flash	4.5%
	Memory Networking	4.0%
	Memory Notebook	4.5%
	Memory Printer/Fax	4.0%
	Memory Server	4.0%
Networking	10/100 Hubs & Switches	2.5%
	Bridges & Routers	2.5%
	Gigabit Hubs & Switches	2.5%
	Hardware Firewalls	3.0%
	Intrusion Detection	3.5%
	KVM	4.0%
	Modems	4.0%
	Network Adapters	3.5%
	Network Testing Equipment	2.0%
	Networking Communications	3.5%
	Repeaters & Transceivers	3.0%
	Telephony	4.0%

POS	POS Displays	4.0%
	POS Scanners	4.0%
	Printers Label	4.0%
Power	Power Data Center	4.0%
	Power Surge Protector	4.5%
	Power UPS	1.5%
Printers	Fax Machine	2.5%
	Multi-Function	2.5%
	Printers Dot Matrix	2.0%
	Printers Inkjet	2.0%
	Printers Laser	1.5%
	Printers Wide Format	0.5%
Servers	Servers 1 Processor	4.0%
	Servers 2 Processor	2.0%
	Servers 4+ Processor	2.5%
	Servers Blade	3.5%
	Servers Tower	2.0%
	Servers Unix	2.0%
Services	Advanced Integration	1.0%
	Asset Disposal	1.0%
	Asset Management	1.0%
	Electronic Services	1.0%
	Internal Lab Service	1.0%
	Lab Fees	1.0%
	Managed Services	1.0%
	Miscellaneous Solutions	1.0%
	PC Lab Order Service	1.0%
	Service Charge	1.0%
	Service Parts	1.0%
Software	Software Backup	2.0%
	Software Barcode/OCR	2.0%
	Software Business Application	2.0%
	Software CAD/CAM	2.0%
	Software Cloning	2.0%
	Software Collaboration	2.0%
	Software Computer Security	2.0%

Software (continued)	Software Database	2.0%
	Software Development	2.0%
	Software Financial	2.0%
	Software Flow Chart	2.0%
	Software Graphic Design	2.0%
	Software Handheld	2.0%
	Software Network OS	2.0%
	Software OS	2.0%
	Software Personal Organization	2.0%
	Software Reference	2.0%
	Software Report Analysis	2.0%
	Software Spreadsheet	2.0%
	Software Utilities	2.0%
	Software Virtualization	2.0%
	Software Web Development	2.0%
	Software Word Processing	2.0%
Storage	Adapters Fibre Channel	3.0%
	Adapters FireWire/US	4.0%
	Adapters IDE/ATA/SAT	4.0%
	Adapters RAID	2.5%
	Adapters SCSI	3.0%
	Disk Arrays	3.5%
	Disk Arrays JBOD	3.5%
	Drives Magneto-Optical	3.0%
	Drives Removable Disk	4.0%
	Hard Disks External	3.0%
	Hard Disks Fibre Channel	3.0%
	Hard Disks IDE/ATA/SAT	4.0%
	Hard Disks Notebook	3.5%
	Hard Disks SCSI	3.0%
	Optical Drives CD-ROM	3.0%
	Optical Drives CD-RW	3.5%
	Optical Drives DVD/CD	2.0%
	Optical Drives DVD-ROM	4.0%
	Optical Drives DVD-RW	3.5%
	Storage Accessories	4.0%

Storage (continued)	Storage NAS	2.0%
	Storage SAN	3.0%
	Tape Autoloaders AIT	3.5%
	Tape Autoloaders DAT	3.5%
	Tape Autoloaders DLT	2.0%
	Tape Autoloaders LTO	2.0%
	Tape Drives 4mm	3.5%
	Tape Drives 8mm/VXA	3.5%
	Tape Drives AIT	2.5%
	Tape Drives DAT	3.5%
	Tape Drives DLT	3.5%
	Tape Drives LTO/Ultra	3.5%
	Tape Drives SDLT	3.5%
	Tape Drives Travan	3.5%
Training	Training Courses	1.0%
	Training Reference Material	1.0%
Warranties	Complex Warranties	2.5%
	Licensing Warranties	2.0%
	Networking Warranties	2.5%
	Software Warranties	2.0%
	Warranties Electronic	2.5%
	Warranties Physical	2.5%

Specific to AWS and Cisco solutions, Insight's proposed pricing structure is based on a discount off the AWS and Cisco MSRP, respectively. This is consistent with how AWS and Cisco AWS solutions are typically priced within the industry.

AWS Solutions	
Product Line	**Discount off MSRP**
All (excluding Marketplace transactions)	1%

Cisco Solutions			
Product Line	**Discount off MSRP (Government)**		**Discount off MSRP (Education)**
Hardware/Software (Cisco Core & Compute)	36%		36%
Cisco Market	10%		10%
Learning Credits / Training	0%		0%
Cisco Technical and Maintenance Services (SKU Based)	8%		8%
Cisco / Insight Advanced & Technical Services (SOW based)	0%		0%
SMARTnet	**Incumbent**	**Non-Incumbent**	**All**
	16%	8%	28%

The final proposed pricing structure for products is for Microsoft software. Insight is proposing a cost plus structure, which is consistent with how Microsoft contracts are priced within the industry.

Microsoft Software	
Product Line	**Cost Plus Percentage**
Microsoft Software (including Cloud)	3.5%
Microsoft CSP /	15.0%

We have provided a list of all manufacturers, publishers, and suppliers we currently offer in **Section 9 – Appendices, Appendix C**. The corresponding discount percentages will be applied to a manufacturer's/publisher's offering based on the pricing structure outlined above. This list represents those manufacturers and publishers Insight is currently authorized to sell. As Insight continues to expand its product portfolio, additional manufacturers and publishers will be added. We will be happy to provide Cobb County, Participating Public Agencies, and OMNIA Partners with a current list at any time throughout the term of the contract.

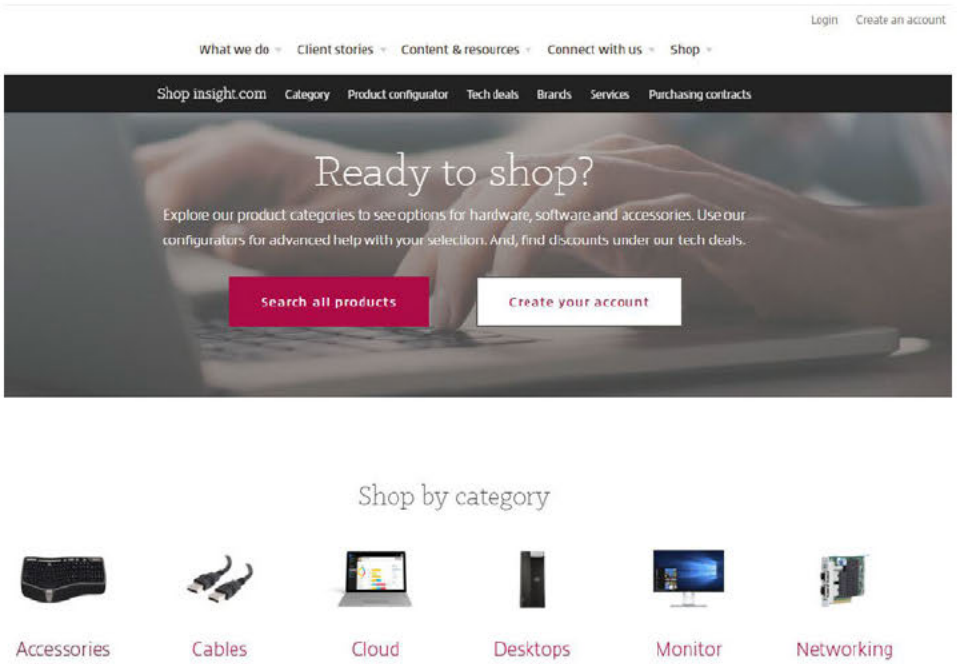
Please note that, at this time, Insight is unable to sell Apple solutions to K-12 schools, since Apple does not currently allow resellers to sell on their behalf to K-12 schools.

Insight's electronic catalog is located on our website, where customers can access manufacturer part numbers, product descriptions, Insight catalog list price, etc.:

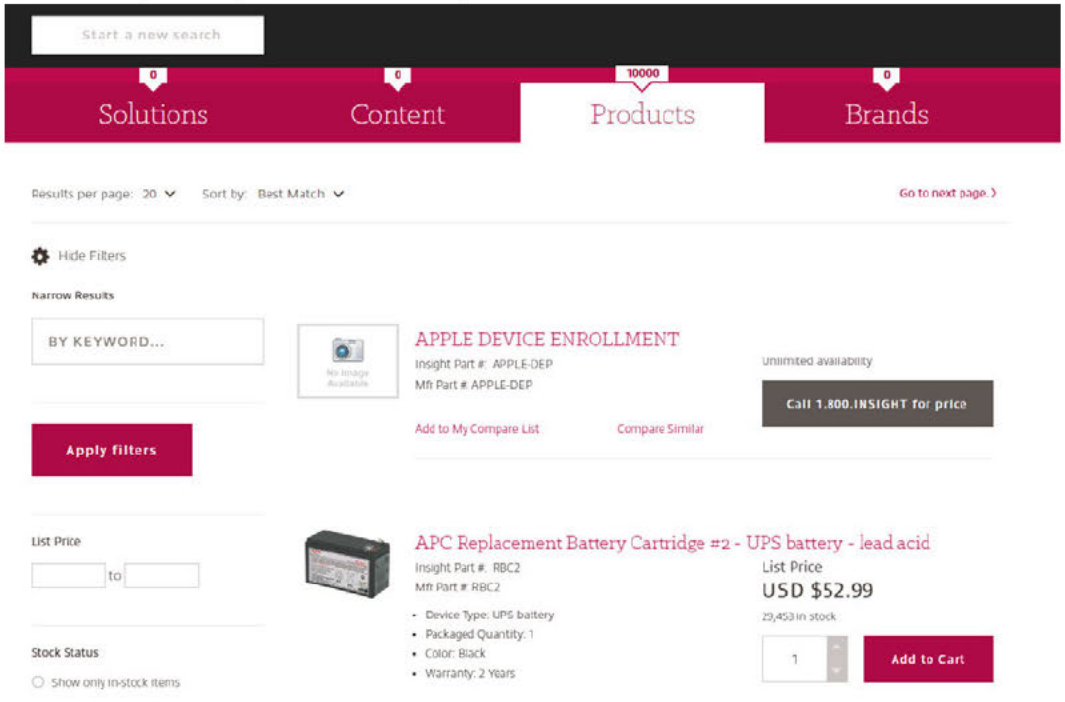
https://www.ips.insight.com/en_US/shop.html

Below, we have provided instructions detailing how to access this information.

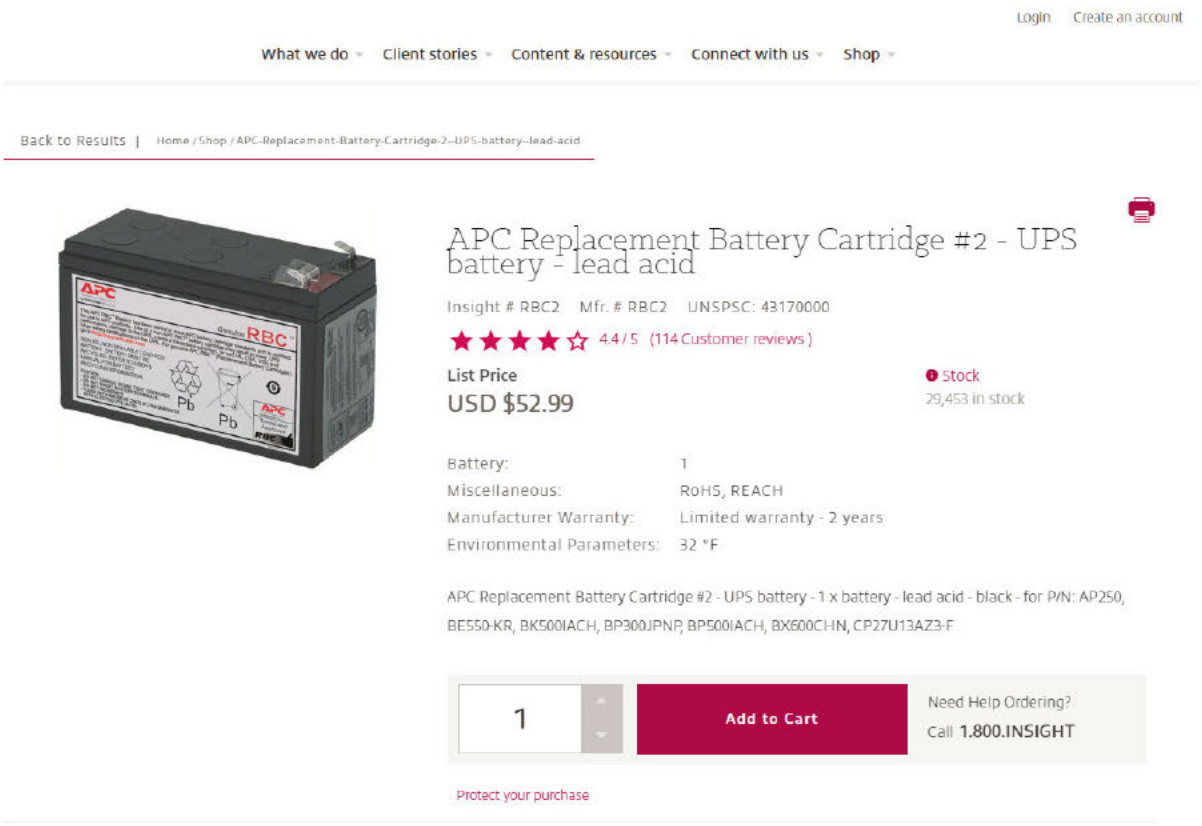
- Click on the link above, and then click "Search all products" to perform a search. (See screenshot below.)
- Customers also have the ability to "Shop by Category".



- Enter a keyword, product name, or part number in the search box, as shown below.



Below is a screenshot of a search result.



The search results presented in the screenshot above show the manufacturer part number, the Insight part number, product description and Insight's list price.

Should Insight be chosen as a successful vendor for this contract, we will update our dedicated OMNIA Partners web page (www.ips.insight.com/omnia) to show the Net Price to Cobb County (i.e., the not-to-exceed contract price).

We have provided a screenshot from our current OMNIA Partners web page for reference:



APC Replacement Battery Cartridge #2 - UPS battery - lead acid

Insight # RBC2 Mfr. # RBC2 UNSPSC: 43170000

★★★★☆ 4.4 / 5 (114 Customer reviews)

OMNIA PARTNERS PRODUCTS & SERVICES # 4400006644

USD $49.13

Stock
29,792 in stock

Battery:	1
Miscellaneous:	RoHS, REACH
Manufacturer Warranty:	Limited warranty - 2 years
Environmental Parameters:	32 °F

APC Replacement Battery Cartridge #2 - UPS battery - 1 x battery - lead acid - black - for P/N: AP250, BE550-KR, BK500IACH, BP300JPNP, BP500IACH, BX600CI-HN, CP27U13AZ3-F

1 Add to Cart Need Help Ordering? Call 1.800.INSIGHT

Protect your purchase

Services Pricing Discount Structure

With one of the deepest services portfolios in the United States, Insight is pleased to present the following as our proposed pricing structure for services and solutions.

The two components are:

- Service Category Rates
  - Cases where the work to be performed is presented to the client on a fixed fee or per unit basis.
  - Examples include per cable drop, per user, per device, and per engagement.

- Time & Material Rates
  - Cases where Insight is utilizing its internal resources to provide specific services based on contracted hourly rates.

Service category rates are as follows:

Service Category	Discount off Insight List Price
Consulting Services	10%
Consulting services drive value acrorss the entire enterprise through strategy, design, technology, and industry expertise—from guiding Agile and Scrum methodologies to leading OCM and transformation.	
Managed Services	10%
Managed services integrate with a client's operations and provide a full breadth of services ranging from reactive technical support to comprehenstive 24/7 monitoring, management, and reporting as well as services designed to cover infrastructure security.	
Professional and Lifecycle Services	10%
Professional services provide support to optimize IT environments across public, private, and hybrid infrastructure, enabling organizations to expand and evolve to meet the demands of application workloads, accelerating business transformation, and achieving strategic objectives.	
Other Services Not Listed Above	1%
As may be offered by Insight from time to time.	

Time & material rates are as follows:

Functional Role	Insight List Price (Hourly Rate)	Discount off List Price	Contract Not-to-Exceed Price (Hourly Rate)
Material Handler	$55.00	10%	$49.50
Service Desk Representative	$60.50	10%	$54.45
Services Technician – Cabling	$60.50	10%	$54.45
Deployment Coordinator	$66.00	10%	$59.40
Services Operations Specialist	$66.00	10%	$59.40
Services Technician Sr. – Cabling	$66.00	10%	$59.40
Service Desk Representative Sr.	$77.00	10%	$69.30

Systems Administrator	$88.00	10%	$79.20
Associate Consultant I	$104.50	10%	$94.05
Ops Business Analyst 2	$104.50	10%	$94.05
Supervisor Services	$104.50	10%	$94.05
Deployment Manager	$110.00	10%	$99.00
Billing Associate	$115.50	10%	$103.95
Infrastructure Technician II	$115.50	10%	$103.95
Project Coordinator	$115.50	10%	$103.95
Project Coordinator Sr.	$121.00	10%	$108.90
Business Analyst I	$132.00	10%	$118.80
Sr. Supervisor Services	$137.50	10%	$123.75
Infrastructure Technician Sr.	$143.00	10%	$128.70
Service Delivery Manager	$143.00	10%	$128.70
Associate Engineer	$154.00	10%	$138.60
Transition Manager	$159.50	10%	$143.55
Busines Analyst II	$165.00	10%	$148.50
Cabling Project Manager	$170.50	10%	$153.45
Associate Consultant II	$176.00	10%	$158.40
Consultant I	$187.00	10%	$168.30
Services Technician	$187.00	10%	$168.30
Services Technician Sr.	$187.00	10%	$168.30
Sr. Cabling Project Manager	$203.50	10%	$168.30
Client Services Manager I	$220.00	10%	$183.15
Consultant II	$220.00	10%	$198.00
Consultant	$225.50	10%	$198.00
Business Analyst Sr.	$231.00	10%	$202.95

Project Manager	$236.50	10%	$207.90
Consultant Sr.	$253.00	10%	$212.85
Engineer	$253.00	10%	$227.70
Project Manager Sr.	$269.50	10%	$227.70
Transition Manager Sr.	$269.50	10%	$242.55
Manager Programs	$275.00	10%	$247.50
Sr. Consultant	$275.00	10%	$247.50
Client Services Manager II	$286.00	10%	$257.40
Manager Services	$291.50	10%	$262.35
Engineer Sr.	$297.00	10%	$267.30
Delivery Engineer II	$302.50	10%	$272.25
Managing Consultant	$302.50	10%	$272.25
Architect I	$330.00	10%	$297.00
Sr. Managing Consultant	$335.50	10%	$301.95
Delivery Engineer III	$341.00	10%	$306.90
Principal Consultant	$363.00	10%	$326.70
Architect II	$390.50	10%	$351.45
Solutions Architect	$401.50	10%	$361.35
Sr. Principal Consultant	$423.50	10%	$381.15
Architect Sr.	$451.00	10%	$405.90
Sr. Manager Services	$605.00	10%	$544.50
Specialty	$660.00	10%	$594.00

The discount for the functional titles listed above shall remain consistent. The job titles themselves are reviewed annually and are subject to change as determined by Insight. A current price list will always be available at www.ips.insight.com/omnia.

b. *Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).*

Insight Response:

Insight will work closely with our manufacturer and publisher partners to provide the best possible prices for each opportunity. Clients will be highly encouraged to contact their sales teams when requesting pricing on larger volume purchases. Each manufacturer and publisher partner has different rules and offers related to large procurements. Insight will drive our internal resources and our partners to offer the best pricing available for each large volume purchase.

c. *If used, trade-ins, leasing/financing, or other offerings are available, provide applicable pricing and discounts.*

Insight Response:

Insight Global Finance (IGF) provides flexible IT financing and leasing services with flexible term lengths and repayment options to meet your organization's specific needs.

IGF offers a wide variety of cost-effective and timely IT financing options to help our clients leverage IGF financing options for hardware, software and services.

- Equipment Lease (FMV) – Allows you to return, purchase or extend at the end of your lease term.
- Capital Lease ($1.00) – Lease purchase vehicle that automatically terminates at the end of your lease term.
- Software Payment Agreement – Structured payments for software licenses and multi-year software subscriptions.
- Maintenance Payment Agreement – Structured payments for multi-year maintenance/warranty agreements.

Payment Options

- One- to Five-year Terms
- Monthly, Quarterly & Annual Payment Options
- 30, 60 & 90 day deferrals
- Custom Payment Streams (Step, Skip & Seasonal)

Leasing Value-Adds

- Small, medium & large ticket origination capabilities to handle any project size or equipment type
- Simple, transparent & fair documentation with no surprises or hidden fees
- No outsourcing. Our in-house knowledgeable, creative pre-sales team is ready to help assess and structure the right plan for your organization.
- Our dedicated, in-house operations team simplifies onboarding, order processing, and reporting.

- Vendor consolidation. Our team can help manage multiple financial solutions with a consolidated, vendor neutral approach.
- Partnership. Insight is a top tier partner with all the major manufacturer's captive financial institutions. We can assist with interactions between your organization and the captives, freeing up your employees' time and resources.

7. Financial Statements

Proposers shall submit a recent history of financial solvency and provide the following:

a. *Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.*

Insight Response:

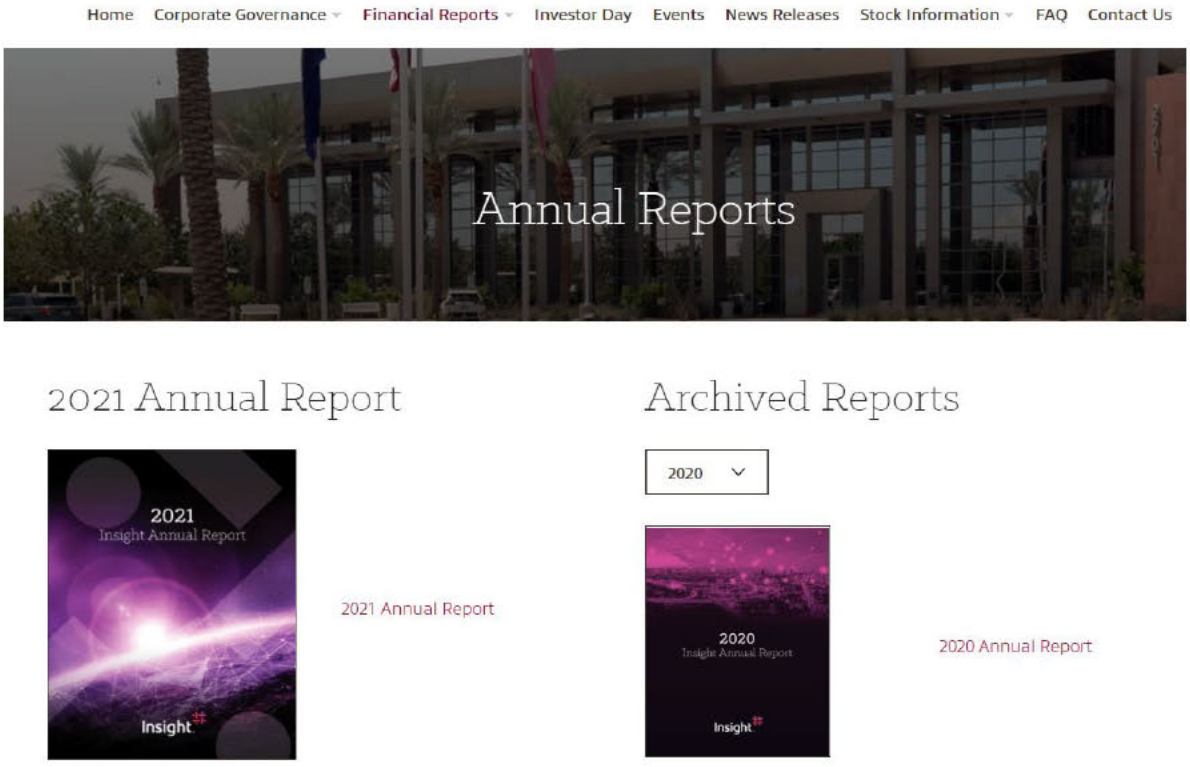
The combined Insight companies and their subsidiaries represent a $9.4 billion global enterprise and are the largest single source solution provider of computer technology and services in the U.S. While remaining small enough to service our public sector clients with personal attention, Insight Public Sector has the resources of the Insight family of companies behind us to support our efforts.

Insight Enterprises, Inc. is a publicly traded company and adheres to general accounting practices and principals. Insight Enterprises' latest Annual Report (year ending 2021) can be found on our corporate website here:

https://investor.insight.com/financial-reports/annual-reports/default.aspx

Our current Annual Report includes a total of three (3) years of the requested financial information. Cobb County can access our audited financial statements on pages 52-56 of our 2021 Annual Report.

Below is a screenshot of the Insight Investor Relations Annual Report Page.



On page 47 (page # listed at the bottom of the page), you will find the Index to Consolidated Financial Statements, identifying the pages in which to find Consolidated Balance Sheets (page 52) and Consolidated Statements of Comprehensive Income (page 54). A screenshot of the Index to Consolidated Financial Statements is below:

INSIGHT ENTERPRISES, INC.
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Item 8. *Financial Statements and Supplementary Data*

	Page
Reports of Independent Registered Public Accounting Firm	48
Consolidated Balance Sheets – December 31, 2021 and 2020	52
Consolidated Statements of Operations – For each of the years in the three-year period ended December 31, 2021	53
Consolidated Statements of Comprehensive Income – For each of the years in the three-year period ended December 31, 2021	54
Consolidated Statements of Stockholders' Equity – For each of the years in the three-year period ended December 31, 2021	55
Consolidated Statements of Cash Flows – For each of the years in the three-year period ended December 31, 2021	56
Notes to Consolidated Financial Statements	57

b. *Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.*

Insight Response:

KPMG LLP (Phoenix, Arizona) is the firm that prepared the financial statements, and we have included a letter from KPMG LLP stating that they have audited said statements. The letter can be found on the following pages.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors
Insight Enterprises, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Insight Enterprises, Inc. and subsidiaries (the Company) as of December 31, 2021 and 2020, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2021, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 18, 2022 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgment. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Evaluation of revenue recognition

As discussed in Note 1 to the consolidated financial statements, the Company recognizes revenue when it satisfies a performance obligation by transferring control of a product or service or by arranging for the sales of a vendor's product or service to a client. The Company measures

revenue based on the consideration received in a contract with a client, and excludes any sales incentives and amounts collected on behalf of third parties. The Company offers hardware and software products, as well as services. Given the number of product and service offerings, significant judgment is exercised by the Company in recognizing revenue, including the following decisions:

- Determining the point in time when a customer takes control of hardware.
- Determining the point in time when the customer acquires or renews the right to use or copy software under license and control transfers to the customer.
- Evaluating the Company as either a principal or an agent for hardware and software products and services, and the related recognition of revenue from the customer on a gross or a net basis.
- Determining an appropriate pattern of revenue recognition for service performance obligations.

We identified the evaluation of revenue recognition as a critical audit matter because the audit effort to evaluate the Company's revenue recognition judgments, including those noted above, was extensive and required a high degree of auditor judgment.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the revenue recognition process, including controls related to the timing and pattern of revenue recognition and gross versus net revenue recognition. As part of testing the Company's internal controls, we also involved information technology (IT) professionals with specialized skills and knowledge, who assisted in testing of general IT controls over significant systems and the evaluation of system interface controls and automated controls designed to determine the existence, accuracy, and completeness of revenue. We evaluated the Company's significant accounting policies related to its product and service offerings by reviewing the terms of certain vendor and customer contracts and comparing the policies to the revenue recognition standard. We selected a sample of revenue transactions and performed the following for each selection:

- Obtained evidence of a contract with the customer.
- Compared the amounts recognized and timing of revenue recognition to underlying documentation, including purchase orders, shipping documentation, and evidence of payment, if applicable.
- Evaluated the Company's application of their accounting policies to determine the timing and amount of revenue to be recognized.
- Tested the presentation of revenue as gross or net by comparing the Company's gross or net presentation to the attributes of the underlying vendor support and the Company's accounting policy.

/s/ KPMG LLP

We have served as the Company's auditor since 1990.

Phoenix, Arizona
February 18, 2022

c. *State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.*

Insight Response:

Insight has never had a bankruptcy petition filed in its name, either voluntarily or involuntarily.

8. National Contract

a. *Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.*

Insight Response:

Insight's response to **Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract** can be found below.

OMNIA Partners Response for National Cooperative Contract

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

COMPANY

A. *Brief history and description of Supplier to include experience providing similar products and services.*

Insight Response:

Over our 34 years in business, Insight has expanded through both organic growth and acquisitions to match the advancement of technology. Having humbly begun in 1988 out of a garage in Tempe, Arizona, Insight Enterprises is now a $9.4 billion industry-recognized solutions integrator. Founders Tim and Eric Crown established Insight Enterprises as Hard Drives International, inspired by a business plan that took root in a college assignment and using a cash advance from a credit card to act on it. Helping our clients on their digital journey is at the heart of what we do. From our original location in the United States, we expanded nationwide and entered Canada in 1997 and the United Kingdom in 1998. We now operate in 18 countries with 39 global locations.

Through acquisitions and organic growth, we continued to increase our geographic coverage and expand our technical capabilities. Our track record of innovation marks our evolution as an industry-recognized solutions integrator differentiated by end-to-end expertise to envision, develop, securely deploy, and manage our clients' modern IT solutions at scale. Insight now ranks No. 373 on the Fortune 500, fulfilling a mission to help clients maximize the day-to-day value of IT while pursuing more incredible business transformation. Insight is also on the Channel Futures MSP 501, ranking No. 1 of IT service providers globally.

Our Offerings

Our offerings in North America and certain countries in EMEA and APAC include hardware, software, and services, including cloud solutions. Our offerings in the remainder of our EMEA and APAC segments consist of powerful software and certain software-related services and cloud solutions. On a consolidated basis, hardware, software, and services represented approximately 62%, 24%, and 14% of our net sales in 2021. This compares to 61%, 25%, and 14% of our net sales in 2020 and 60%, 27%, and 13%, respectively, of our consolidated net sales in 2019.

Our Areas of Expertise

Insight developed comprehensive solutions to meet the market demand and deliver meaningful client outcomes at scale. We quickly adapt to new innovative technology trends to advance our technical expertise. Our nearly 11,500 global teammates help organizations be ambitious in their digital transformation by providing Insight Intelligent Technology Solutions in the following key areas: Modern Workplace, Modern Apps, Modern Infrastructure, Intelligent Edge, Data and AI, and Cybersecurity.



Insight Public Sector, Inc.

Insight Public Sector, Inc. is one of the largest providers of technology to Public Sector clients in the United States. Insight brings a wealth of contract experience to our Public Sector clients, holding more than 250 contracts across the federal, state, local, and education verticals. We currently hold some of the largest contracts in the industry, from federal contracts, such as GSA and NASA SEWP, to national cooperative contracts like OMNIA Partners. We also hold state-wide contracts in over 40 different states. Collectively, these contracts and our dedicated Public Sector sales and services teams allow us to provide customized products and solutions that range from initial consulting, procurement, and product delivery to maintenance and support.

Insight's purpose is to make meaningful connections that help organizations run smarter. Our value is our ability to guide, advise, implement, and manage IT solutions for our customers. Our strategy is to deliver relevant IT solutions to our customers on a scalable support and delivery platform.

Our process knowledge and technical expertise allow us to assess, design and deploy IT solutions to help our customers enable, manage, and secure their IT environments. Our product fulfillment and logistics capabilities, management tools, and technical expertise make designing, deploying, and managing IT solutions easier for our customers while helping them control their IT costs.

B. *Total number and location of salespersons employed by Supplier.*

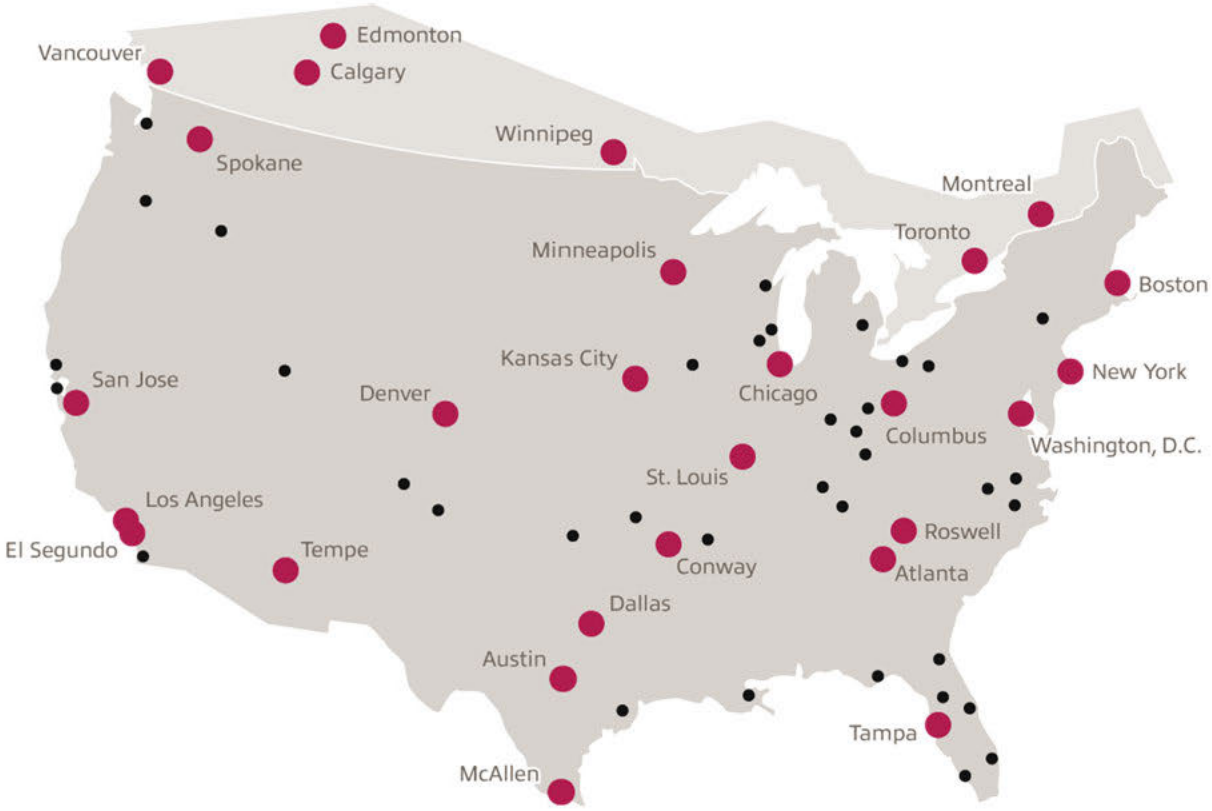
Insight Response:

Insight Enterprises, Inc.'s (Insight Public Sector's parent company) employee counts, as disclosed in our Annual Report filed for December 31, 2017-2021, are provided below.

	2021	2020	2019	2018	2017
Sales	3,670	3,380	3,193	2,455	2,512
Management; Support; Administration	2,955	2,820	3,961	2,424	2,024
Consulting and Delivery	4,612	4,410	3,822	2,384	2,007
Distribution	387	396	285	154	154
Total	**11,624**	**11,006**	**11,261**	**7,420**	**6,697**

Insight Public Sector, Inc. (Insight) has over 250 state, local, and education (SLED) sales, support, and management teammates located throughout the United States, who either work in one of our 50 North American office locations, or via a home-based office.

Insight Public Sector, Inc.
North America



C. *Number and location of support centers (if applicable) and location of corporate office.*

Insight Response:

Insight's corporate headquarter office is located in Chandler, Arizona.

Distribution Facilities and Square Footage	
• Hanover Park, IL Warehouse (380,000 ft^2) • Lewis Center, OH (84,640 ft^2) • Fontana, CA (4,000 ft^2) • Worthington, OH (126,000 ft^2) • Montreal, Quebec (28,000 ft^2)	• Edmonton, AB (20,500 ft^2) • Calgary, AB (10,750 ft^2) • Sheffield, England (55,000 ft^2) • Ginsheim-Gustavsburg, Germany (21,527 ft^2)
Service Desk Locations	
• Chandler, Arizona • Plano, Texas	• Lewis Center, Ohio • Conway, Arkansas
Insight Hybrid Cloud Data Centers	
• ATL4 – Roswell, GA (Atlanta) (5,200 ft^2) • LAX4 – El Segundo, CA (Los Angeles) (4 Rack Cage)	• CMH1 – New Albany, OH (Columbus) (10,000 ft^2)

D. *Annual sales for the three previous fiscal years.*

Insight Response:

Insight Public Sector, Inc. SLED Sales *(in thousands of US Dollars)*

	2021	2020	2019
Products	$1,362,538	$1,044,098	$617,021
Services	$187,232	$141,190	$89,351
Total	**$1,549,770**	**$1,185,288**	**$706,372**

Insight Enterprises, Inc. Sales *(in thousands of US Dollars)*

	2021	2020	2019
Products	$8,120,127	$7,172,155	$6,732,121
Services	$1,315,986	$1,168,424	$999,069
Total	**$9,436,113**	**$8,340,579**	**$7,731,190**

a. *Submit FEIN and Dun & Bradstreet report.*

Insight Response:

Insight Public Sector's FEIN number is **36-3949000**, and a copy of Insight's 2022 Dun & Bradstreet report can be found in **Appendix D – Dun & Bradstreet Report 2022** at the end of our proposal document.

E. *Describe any green or environmental initiatives or policies.*

Insight is committed to protecting the environment, including pollution prevention to reduce the adverse environmental impacts of our activities and services. Through a program of continual environmental improvement and monitoring, we look for opportunities to reduce consumption and improve efficiency, including the consumption of energy from sustainable sources, monitoring and minimizing the generation of waste at the source, and taking steps so that waste is handled in a safe, environmentally acceptable manner.

We also promote the use of suppliers and contractors who are improving their environmental performance. We involve employees in the process of setting and publishing environmental objectives, improving the working environment, and seeking individual commitments and contributions to our initiatives.

Insight North America Green Initiatives

- Flexible work: We are providing more flexible work options, which reduces commuting and decreases requirements for office space.
- Less travel: We have reduced business travel and increased use of video conferencing with partners and clients to help conserve resources and encourage hybrid work practices.
- Smart lighting: We are replacing fluorescent lighting with energy-efficient LED lighting.
- Repurposing equipment: Office chairs are recycled and old telephony is donated to charity for reuse.
- Conservation efforts: We encourage teams to conserve power and use 100% recycled paper napkins and BioPAK disposable plates and cups in staff rooms.

Corporate Citizenship

Technology is one of our greatest resources for driving progress. In the 2022 Corporate Citizenship Report, learn how Insight continues to find new ways to build meaningful connections to help those we serve work and live smarter, and how the Ten Principles of the UN Global Compact guide how we do business.

Please click the link below to navigate to our 2022 Corporate Citizenship report on Insight.com.

https://www.insight.com/en_US/about/outreach-and-partnerships.html

F. *Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.*

Insight Response:

While Insight is not a minority, veteran or woman-owned small business, we are committed to the development and use of small businesses, including those owned by minorities, women, and veterans, when it makes good business sense and benefits all parties.

Insight recognizes that diversity sourcing is a key business driver for many of our clients. Insight's strategic partnerships can help clients meet these goals. We also recognize that each client brings a different set of requirements as it relates to their current diversity program and procurement process.

Insight offers a variety of programs that allow clients to leverage Insight's value-added services and global buying power, while having the opportunity to work directly with one of our certified diversity partners.

- Direct, strategic partnerships with diversity companies working side-by-side to provide solid business solutions for our shared clients.
- Sourcing products through Insight's supply chain of small and diverse suppliers.
- 3rd party leasing for Insight clients seeking diversity spend.

We believe that by creating long-term relationships and providing business opportunities for minority-owned, woman-owned, and small businesses, we are better able to serve our clients and support the diverse communities in which we do business.

Insight would be happy to discuss all available options should a Participating Public Agency want to learn more about our diversity programs.

G. *Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response.*

- *Minority Women Business Enterprise*
  Insight Response: No
- *Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)*
  Insight Response: No
- *Historically Underutilized Business (HUB)*
  Insight Response: No
- *Historically Underutilized Business Zone Enterprise (HUBZone)*
  Insight Response: No
- *Other recognized diversity certificate holder*
  Insight Response: No

H. *List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.*

Insight Response:

Insight has relationships with dozens of subcontractors, some of whom do meet minority-owned standards. At this time, since we do not know what specific services will be requested, we do not have any subcontractors to name in our response. In general, we use subcontractors to augment our services staff so that we are able to assist clients throughout the country. Subcontractors are available for such projects as Microsoft consulting services, cabling, installation of communication systems in fleet vehicles, professional services, staffing, asset disposal, break/fix, and help desk services.

Insight has a formal subcontractor selection process in place which includes an in-depth business case review of the potential subcontractor by Senior Services Management, credit and background checks and execution of a Master Subcontractor Agreement. This review includes a thorough understanding of the subcontractor's capabilities, the ability of the subcontractor to meet Insight and client requirements, and a review of business references. Periodic audits are performed to ensure subcontractors are in compliance with Insight's contract and high performance standards.

I. *Describe how supplier differentiates itself from its competitors*

Insight Response:

Our clients are our number-one priority, so our primary goal is to deliver client value, which helps us earn client loyalty. We expect our clients to achieve advantages by leveraging our unique capabilities to provide end-to-end secure digital transformation solutions and services. From IT strategy and design to implementation and management, we meet clients wherever they are now and work alongside them to get them to where they want to be. Whether implementing public cloud or as-a-service workplace solutions, designing a next-generation or hybrid cloud data center, or leveraging sophisticated Internet-of-Things ("IoT") and artificial intelligence solutions to improve our clients' experiences, we provide technical expertise and advisory services to our clients as an industry-recognized solutions integrator. Our go-to-market framework for our cloud and digital expertise is built on over 30 years of broad IT experience combined with strategic acquisitions, new cloud and digital knowledge, and deep partner relationships. We are uniquely positioned to help our clients maximize the values of their technology today – and accelerate tomorrow.

Each of our areas of expertise represents a discrete area of growth for our business. When connected, they provide a platform for our clients to leverage our breadth of knowledge to solve their most relevant challenges. Powered by Insight's legacy technology supply chain expertise, we can support our services offerings within the hardware, software, and cloud solutions from market-leading and emerging manufacturer brands. We employ centralized and field-based sales, engineering, and services resources to execute our strategy to connect with our clients. We also invested in technical engineers, architects, and software developers who create and deliver integrated IT solutions to our clients globally, a capability we believe differentiates us in the marketplace.

Insight offers the most extensive product selection in the industry and a full range of services, including enterprise consulting, high-performance systems, integration, configuration, deployment, lifecycle management, and networking design. Our status as a global provider of IT products and services with 11,000+ employees located worldwide and our stature as a Fortune 500 company makes Insight a 'Trusted Advisor.' Our breadth of capabilities provides our clients with substantial buying power while following our business model to work with our clients to perform customized services such as you would find with a smaller Value-Added Reseller (VAR).

Single Source Provider & Super Solution Integrator

When evaluating IT suppliers, it is essential to look at the entire procurement process. IT management includes more than just buying a product. The value of the reseller relationship — the ease of having one contact to handle all your IT needs, from product procurement to services to asset disposition is a key component to your success. Using Insight as your single-source provider for IT products and services means you have only one relationship to build and maintain. It eliminates the need for multiple purchase orders, invoices, and chances for error. Today, organizations are facing more challenges than ever before. Organizations are assessing how to optimize IT operations and free up funds for the innovation required to manage today and prepare for a future that could be much different than anticipated.

Manufacturer & Publisher Relationships

Insight receives the best pricing offered by the central IT hardware manufacturers and publishers, such as HP, Inc., IBM, Lenovo, VMware, and Cisco. These strong relationships allow Insight to acquire better product allocations and higher levels of support than many of our competitors. Insight is proactive and aggressive in our efforts to lower our clients' costs continuously. We will employ our extensive manufacturer and publisher relationships to negotiate on our clients' behalf to reduce costs.

J. *Describe any present or past litigation, bankruptcy or reorganization involving supplier.*

Insight Response:

Insight is not involved in any pending or threatened legal proceedings that we believe would reasonably be expected to have a material adverse effect on its business, financial condition, or results of operations. Insight has never filed for bankruptcy.

K. *Felony Conviction Notice: Indicate if the supplier:*

a. *is a publicly held corporation and this reporting requirement is not applicable;*
b. *is not owned or operated by anyone who has been convicted of a felony; or*
c. *is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions;*

Insight Response:

Insight is a wholly-owned subsidiary of a publicly held corporation and the reporting requirement is not applicable.

L. *Describe any debarment or suspension actions taken against supplier.*

Insight Response:

Insight has not had any debarment or suspension actions taken against it.

DISTRIBUTION / LOGISTICS

A. *Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.*

Insight Response:

Insight is offering Cobb County and all Participating Public Agencies our complete portfolio of hardware, software, cloud solutions, and services, including but not limited to the following.

Hardware Product Offerings

We offer products from hundreds of manufacturers, including such industry leaders as Cisco, Dell/EMC, HP Inc., Lenovo, Hewlett Packard Enterprise Company ("HPE"), NetApp, Apple, Microsoft, and IBM. Our scale and purchasing power, combined with our efficient, high-volume, and cost-effective direct sales and marketing model, allow us to offer competitive prices. We believe that providing choices from multiple partners enables us to better serve our clients by providing various product solutions to address their specific technology needs.

In addition to our distribution facilities, we have "direct-ship" programs with many of our partners, including manufacturers and distributors, allowing us to expand our product offerings without increasing inventory, handling costs, or inventory warehousing risk exposure. As a result, we can offer billions of dollars of virtual inventory products to fulfill our performance obligations to our clients. Convenience and product options among multiple brands are vital competitive advantages compared to manufacturers' direct selling programs, which are generally limited to their brands and may not offer clients a complete or best-in-class solution across all product categories.

Our Hardware Life Cycle Services consists of sourcing, procuring, staging, configuring, integrating, testing, deploying, refurbishing, and redeploying IT products spanning endpoints to infrastructure, regionally, or across the globe via the Insight footprint and our extensive engaged network of suppliers.

Software Product Offerings

Our clients acquire software applications from us through licensing agreements with software publishers or boxed products. We offer products from hundreds of publishers, including such industry leaders as Microsoft, VMware, Adobe, IBM Software, Symantec, and Citrix. As software publishers choose different models for implementing licensing agreements, organizations must evaluate the alternatives to ensure that they select the appropriate contracts and comply with the publishers' licensing terms when purchasing and managing their software licenses. With many publishers now offering public cloud-based software solutions in place of licenses consumed on-premise, we expect to continue migration to the cloud-based software alternatives. Our software lifecycle services consist of portfolio management, compliance, integration, and adoption, on-premise or in the cloud, regionally or globally.

Solutions and Services Offerings

As a comprehensive Solutions Integrator (SI), Insight takes a client-focused approach to helping organizations identify, adopt, and manage the most appropriate solutions to drive digital transformation and modernization for innovation. Our Areas of Expertise include the Modern Workplace, Modern Apps, Modern Infrastructure, Intelligent Edge, Cybersecurity, and Data and AI. With proven methodologies and experienced teams, we help enable operational efficiencies,

gain business agility, mitigate risk, manage compliance, address spiraling data growth, and meet the demands of the modern workplace.

Our client-focused approach ensures the most appropriate solutions to drive digital transformation and modernization for innovation.



Modern Workplace

Due to the recent rapid mobilization of the workforce, a dramatic shift in the IT support needs of the landscape of the typical workplace has changed forever. We help our clients modernize essential workplace products, platforms, and workflows to create enhanced environments for secure productivity and flexibility. Insight is dedicated to steadily enhancing end-users' experience as an established leader in the industry.

For five consecutive years, Insight's Workplace Services has been distinguished in Gartner's Magic Quadrant for focusing on clients' needs, having a cost-savings approach, and providing vital support for hybrid workforce and endpoint solutions. Insight can simplify the management of our clients' IT Lifecycle and enable a fast hybrid "work anywhere" environment for their workforce. We will consistently provide comprehensive device services (including DaaS, Managed Endpoint, warehousing, and multi-media messaging) for clients through assessment and strategy engagements.

Modern Apps

The applications our clients leverage to enable workers and delight end users can be a crucial differentiator for your organization. Applications are critical to operations, but it's common to struggle with challenges, from poor user experiences to skills gaps. An underperforming application environment often forces developers to find workarounds and IT to make quick fixes while the organization experiences a significant drag.

We build modern business applications using repeatable methodologies and an agile, user-centric approach to help our clients' organizations innovate, differentiate, and grow. We future proof our clients' critical applications for increased innovation and organizational agility.

Modern Infrastructure

Technology-driven transformation is on a steep growth trajectory. Insight helps organizations modernize to drive value with proven technology architectures and flexible cloud and data solutions. The result is leveraging technology investments to create an engine of growth.

We architect and deliver modern infrastructure solutions, management, and support spanning cloud and data center platforms, modern networks, and edge technologies, to enable our clients' organizations' digital transformation. We strive to exceed our clients' demands to accelerate faster in the cloud, and our knowledgeable teams maintain essential relationships with crucial cloud partners.

Intelligent Edge

Traditional architectures are focused on the data center. Modern architectures incorporate cloud and hybrid cloud, converged solutions, and potential solutions like containers. The intelligent edge extends the perimeter to new places — factory floors, cornfields, retail stores, wind turbines, surgical units, coal mines, and nearly anywhere you could imagine. We architect and deliver edge solutions spanning network, compute, storage, and artificial intelligence ("AI") and machine learning ("ML") to drive value and deliver ongoing support for the IoT.

Although some aspects of the intelligent edge mirror traditional approaches, there are many novel considerations. Go from idea to execution with Insight. Our team can support clients using case identification, strategy, architecture and design, deployment, testing and optimization, and monitoring and management — the full spectrum of realizing your intelligent edge.

Data & Artificial Intelligence (AI)

Insight brings multidisciplinary expertise, hardened skills across all major technology partners, and a depth of vision that outperforms our competition. We modernize data platforms and architectures and build data analytics and AI solutions that transform our clients' operations and user experiences.

What Insight can deliver to our clients:

- Modern data platforms, cloud, and infrastructure.
- Data, AI, and ML solutions use case development, design, and implementation.
- Data and analytics estate development/re-development and unification.
- Security and governance for data and AI solutions.

Cybersecurity / Security and Networking

Innovation and growth are necessary. Thus, networking and security best practices must keep evolving. Our team can offer guidance and technical support at every step, focusing on aligning business and IT strategies. Insight delivers comprehensive ransomware and cyberthreat prevention and protection solutions and strategies while enhancing visibility and context with fewer manual inputs.

What we'll provide to our clients:

- Alleviate large-scale security teams through simplified security management.
- Security framework implementation (Secure Access Service Edge, Zero Trust, software-defined).
- Wireless connectivity architectures and implementations, including CBRS and standup outdoor units.
- Security for hybrid cloud and multi-cloud leveraging automation.
- Artificial Intelligence (AI), machine learning, and advanced methodologies.
- Modern data protection spans cloud, edge, and on-premises environments, encompassing data classification, governance, compliance, and disaster recovery.
- Software-defined technologies, including SD-WAN, SD-LAN, and SDDC.

B. *Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.*

Insight Response:

Insight maintains a primary inventory of $70 to 80 million on hand in Hanover Park, Illinois. This inventory is not shared or divided among other geographic offices. Many of our nationwide competitors can claim to have larger inventories; however, when it is distributed to hundreds of locations or franchises across the country, the inventory is much smaller, diffused, and harder to consistently allocate to our clients. Insight works closely with our major business partners to privatize inventory and will stock additional products to meet specific project and rollout schedules.

Insight's 380,000 square foot distribution center and configuration lab is a state-of-the-art facility ensuring maximum efficiency. The latest innovations in radio frequency monitoring, bar coding, batch/zone picking, and automated product movement, allow Insight to ship over 4,500 orders per day.

Insight also can draw an additional $2 to $3 billion in inventory from several nationwide distribution centers. Insight is currently online (real time) with Ingram Micro and TD Synnex. We can access their inventories from our systems to view additional inventory. Many dealers prefer to wait and receive their own allocation of product from the manufacturer. At Insight, we view second sourcing as an intangible value added that helps us deliver product faster and make our clients more efficient. We can find any product, anywhere in North America.

Product from these locations can be drop shipped and sent via overnight carrier if requested by our clients.

As a product becomes increasingly difficult to procure, Insight will ask for and receive the distribution data history for the product and call all the companies that obtained shipments from the manufacturer.

Finally, Insight has established a network of distribution partners that we utilize on a regular basis. Our purchasing staff will call this channel of contacts and work to procure product when necessary.

C. *Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.*

Insight Response:

Insight takes contract compliance very seriously, and we have a dedicated Contract Compliance team that sits under Legal to ensure we're adhering to the terms and conditions of our contracts.

From a systems perspective, Insight has a Contracts Module that is designed specifically to reduce possible human error. The system calculates the contract sell price, preventing anyone from charging more than the approved contract price. This function disallows the sales team from saving a quote or order unless the price is at or below the contracted price. Insight's Compliance team is the only team capable of assigning a contract to an account. The system, through a series of rules, automatically assigns the products to the contract. Sales cannot misrepresent that a specific product is on contract when it is not. The Compliance team audits the sales activity and reviews every new account for accuracy (so that the contracts related are accurate).

Insight does not have any retail or in-store locations, nor we do sell our products, services, and solutions through distributors. All sales will be made directly through Insight via our sales teammates.

D. *Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.*

Insight Response:

Products shipped from Insight's Distribution Facility in Hanover Park, Illinois, can be shipped via UPS, FedEx, Truckline, major air/heavy freight carriers such as Ceva, PGL, or a client-requested carrier. The number of business days for delivery after receipt of order varies based on the method in which the product was shipped (i.e., UPS, FedEx, etc.) and the priority it was shipped.

Due to our large shipping volume, Insight has negotiated some of the best rates with many of the carriers listed. Insight will ship products using the most aggressive priced carrier depending on poundage and scheduled delivery. Insight will adhere to specific client requests to use a different carrier and/or upgrade to a "Priority" shipment.

Because Insight cares about the security of our clients' shipments, we have instructed our delivery agents not to leave packages at a client location without a signature. Clients may choose to have their order delivered to an alternate location if they will not be available to receive it.

For hardware, we have "direct-ship" programs with many of our partners, including manufacturers and distributors, allowing us to expand our product offerings without increasing inventory, handling costs or inventory risk exposure. As a result, we can provide a product offering with billions of dollars of products in virtual inventory. Convenience and product options among multiple brands are key competitive advantages compared to manufacturers' direct selling

programs, which are generally limited to their own brands and may not offer clients a complete or best-in-class solution across all product categories.

Insight will provide free basic best way ground shipping for all applicable orders placed under the Master Agreement to any Participating Public Agency within the continental United States.

Should a Participating Public Agency require expedited and/or a customized shipping solution or if the product is considered heavy weight, we will provide a written quote of estimated freight charges prior to order placement. As standard business practice, shipments are delivered Monday through Friday, with no deliveries on weekends or holidays. We do offer limited Saturday delivery service; however, this service is not available for all products, from all shipping warehouses, or for all delivery locations. There is no online option for setting a shipment for Saturday delivery. In order to check on the availability of Saturday delivery for your desired product, please call us at **1.800.INSIGHT** (1.800.467.4448).

E. *Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.*

Insight Response:



Insight provides inventory management and warehousing services from our Insight-operated Distribution and Integration Facilities in the United States, Canada, UK, and Germany. Our facilities ensure maximum efficiency, boasting the latest innovations in radio frequency monitoring, bar coding, batch/zone picking, and automated product movement, allowing us to ship over 4,500 orders per day in the U.S. alone.

Insight's flagship Hanover Park facility houses our primary inventory of $70-$80 million in products from over 1,500 leading manufacturers. Our inventory is not shared or divided among other geographic offices. At 380,000 square feet, this location provides us the ability to offer our clients enhanced lifecycle services. The largest of its kind, we offer warehousing, integration, and break/fix services.

Insight's acquisition of PCM in 2019 complemented our supply chain optimization solution offering and added scale by increasing our distribution center footprint in North America. Facilities included with the acquisition include:

- Lewis Center, OH: 84,640 ft^2
- Worthington, OH: 126,000 ft^2
- Fontana, CA: 4,000 ft^2
- Edmonton, AB: 20,500 ft^2
- Calgary, AB: 10,750 ft^2

These facilities allow for a combined 594,000+ ft^2 across North America.

MARKETING AND SALES

A. *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to.*

   i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*

   ii. *Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Insight Response:

As a current OMNIA Partners Supplier who has worked with the OMNIA Partners team (and the U.S. Communities team before that) for over thirteen years, Insight has the experience and the knowledge needed to roll out and implement a new OMNIA Partners contract. As such, we fully anticipate a seamless transition from our current contract to a new contract award. As part of that transition, here are the activities we will undertake for implementation of the new Master Agreement.

90-Day Implementation Plan	
Within 10 days of award	Our Senior Vice President of Public Sector, Scott Friedlander, will provide his endorsement and sponsorship of the award as Insight's strategic go-to-market contract vehicle for our SLED customers to the following groups: • Executive senior leadership at OMNIA Partners • Executive senior leadership at Insight • Insight's extended SLED sales teams
Within 30 days of award	Our National Account Manager, Erica Falchetti, will connect with her counterparts at OMNIA Partners to have an initial kickoff call to discuss timelines and expectations. Insight's Contract Compliance Team will set up the new contract in our SAP system, ensuring that the pricing structure proposed in our response is reflected accurately in the system. A required training will be conducted by our National Account Manager and our Contract Compliance Team for all Insight SLED sales, services, and operations teammates to ensure there is a clear understanding of the deliverables, service-levels, and related information.
Within 60 days of award	Insight will reach out to all agencies who have a formal piggyback contract in place under the current contract so that a new formal piggyback contract can be created under the new contract award.
Within 90 days of award	Insight will connect with the OMNIA Partners Sales team and Member Development team to provide training on our new contract.

B. *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to.*

i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*

Insight Response:

Please see the 90-Day Implementation Plan above.

ii. *Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

Insight Response:

Please see the 90-Day Implementation Plan above.

iii. *Design, publication and distribution of co-branded marketing materials within first 90 days.*

Insight Response:

As a current OMNIA Partners Supplier who has worked with the OMNIA Partners team (and the U.S. Communities team before that) for over thirteen years, Insight has the experience and the knowledge needed to market a new OMNIA Partners contract. Here are the activities we will undertake to market the Master Agreement.

90-Day Marketing Plan	
Within 30 days of award	The Insight and OMNIA Partners marketing teams will meet to discuss and plan activities to promote the new contract. This will include Electronic Direct Mail, marketing collateral, and updates to both Insight's and OMNIA Partners' websites. A deadline will be set for finalizing the deliverables.
Within 60 days of award	The Insight and OMNIA Partners marketing teams will meet to review collateral and discuss any other planned marketing outreach efforts.
Within 90 days of award	All collateral will be finalized and a timeline will be created for distributing the marketing collateral to existing Insight clients and to registered members of OMNIA Partners.

iv. *Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*

Insight Response:

Insight commits to attend and participate with OMNIA Partners at national, regional, and supplier-specific trade shows, conferences, and meetings throughout the term of the Master Agreement.

v. *Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.*

Insight Response:

Insight commits to attend, exhibit at, participate in, promote, and market the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Insight has been exhibiting at the NIGP Annual Forum for over ten years.

vi. *Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.*

Insight Response:

Insight will work with OMNIA Partners to create a national print advertising campaign for this contract. Among the possible publications for consideration are Center for Digital Government / Center for Digital Education / Government Technology, EDUCAUSE Review, and American City & County. We currently partner with OMNIA Partners on these types of advertising activities.

vii. *Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.).*

Insight Response:

Insight will continue to work closely with OMNIA Partners in the development of a mutually agreeable marketing plan. We believe that marketing efforts should be primarily focused on decision makers in both procurement and IT, as we have found that marketing to these higher-level decision makers results in a significantly higher return on investment.

The following is a general overview of our marketing commitment.

Insight Commitment

Insight commits to spend up to 0.25% of contract revenue in marketing activities to promote the contract. These activities will include, but not be limited to, participating in tradeshows, creating co-branded marketing collateral, developing sales contests, driving awareness of the contract, and other activities as determined by Insight management.

Incremental Funding

Insight will make a coordinated effort internally to work with our manufacturer and publisher partners to provide incremental marketing funds for promotion of the contract and the manufacturer's/publisher's products and solutions.

Collateral

Insight will work with OMNIA Partners to create marketing collateral, similar to what we've done under the current contract. An example of that collateral is included in **Section 9 – Appendices, Appendix E**.

Case Studies

Insight will work with OMNIA Partners to document case studies, similar to what we've done under the current contract. An example of a case study is included in **Section 9 – Appendices, Appendix F**.

Electronic Direct Mail (EDM)

Insight will create EDMs for our "opted-in" public sector clients to make them aware of the new contract.

viii. *Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:*

- *OMNIA Partners standard logo;*
- *Copy of original Request for Proposal;*
- *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- *Summary of Products and pricing;*
- *Marketing Materials*
- *Electronic link to OMNIA Partners' website including the online registration page;*
- *A dedicated toll-free number and email address for OMNIA Partners*

Insight Response:

Insight currently has a dedicated OMNIA Partners internet web-based homepage on our website, located here: www.ips.insight.com/omnia. Upon notice of an award, we will update the website with information about the new contract.

C. *Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.*

Insight Response:

As an existing contract holder with OMNIA Partners, Insight has spent the last thirteen years actively marketing and promoting our contract to Participating Public Agencies. During that time, over 5,000 registered agencies have chosen to purchase from us through our OMNIA Partners contract. Insight is completely committed to the marketing and success of this contract and will continue in our go-to-market sales strategies including:

- Insight will seek to leverage this contract with our more than 60,000 current public sector clients by utilizing our existing sales teams and processes, as well as through the marketing activities described elsewhere in this response.
- Insight sales teams will proactively engage the local vendor community to promote this contract's value proposition and its specific value to their relative local contractual situations.

The following is a list of SLED multi-state cooperative contracts held by Insight. This list does not include contracts where Insight has been named as an authorized reseller on a manufacturer-held contract, as we are not the primary contract holder for such contracts.

- NASPO ValuePoint Software VAR
- Equalis Group
- NASPO ValuePoint Cloud Solutions
- Sourcewell (Cisco & Microsoft Unified Communications Solutions)

While we understand that our existing contracts may be viewed as an obstacle to our ability to succeed in and broaden this contract, Insight believes our existing contractual relationships are actually a benefit to OMNIA Partners. We will seek to leverage the existing relationships that we have developed under these contracts to:

- Transition clients over to the OMNIA Partners contract (when possible).
- Position the OMNIA Partners contract with clients as an alternative contract vehicle for all items not covered by their existing contracts.
- Discuss the value of moving their acquisition efforts to the OMNIA Partners contract with procurement officials. Ideally this conversation should be pursued jointly with both the appropriate local vendor partners and the OMNIA Partners Regional Managers and Member Development Managers.

D. *Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.*

Insight Response:

Insight agrees to provide our logo to OMNIA Partners and agrees to provide permission for reproductions of such logo in marketing communications and promotions. Insight also acknowledges that use of the OMNIA Partners logo will require permission for reproduction.

E. *Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:*

i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
ii. *Best government pricing*
iii. *No cost to participate*
iv. *Non-exclusive*

Insight Response:

Insight confirms that we will be proactive in our direct sales of goods and services to Public Agencies nationwide and that we will follow up on any leads established by OMNIA Partners. We have an existing email alias, OMNIA@insight.com, where leads are currently sent, and those leads are immediately forwarded to the appropriate Insight sales teammate.

Insight further confirms that all sales materials will be presented to the OMNIA Partners marketing team for review before they are distributed to Public Agencies. Insight commits that our sales materials will communicate 1) executive leadership endorsement and sponsorship, 2) best government pricing, 3) no cost to participate, and 4) the fact that our award is non-exclusive.

F. *Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include*

i. *Key features of Master Agreement*
ii. *Working knowledge of the solicitation process*
iii. *Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
iv. *Knowledge of benefits of the use of cooperative contracts*

Insight Response:

Insight confirms that we will train our national sales force on the Master Agreement, and that the training will include 1) key features of the Master Agreement, 2) working knowledge of the solicitation process, 3) awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, and 4) knowledge of benefits of the use of cooperative contracts.

Upon contract award, our SLED sales teams will participate in mandatory training on the new contract, including all details on our corporate, pricing, and sales commitments. On a continuing basis, extensive training on the OMNIA Partners contract will be provided to all new sales and support staff before entering the sales floor. Additionally, we will provide annual refresher trainings to our sales, services, and support teams so they remain current and focused on our primary offering.

Every Insight teammate who works with public sector clients must go through a series of specific trainings to ensure that the teammate understands not only the public sector client but also acknowledges that they will adhere to all applicable laws, regulations, and policies that are involved with providing service to a client in the public sector, including our contracts.

Training sessions are handled by Insight's Learning & Development and Compliance Teams. We drill down to the individual teammate's responsibilities and specific client base to ensure he or she understands the contracts that will be supported by the teammate.

G. *Provide the name, title, e-mail and phone number for the person(s) who will be responsible for:*

i. *Executive Support*
ii. *Marketing*
iii. *Sales*
iv. *Sales Support*
v. *Financial Reporting*
vi. *Accounts Payable*
vii. *Contracts*

Insight Response:

Insight's OMNIA team is as follows:

i. Executive Support: Scott Friedlander, Senior Vice President – Public Sector, scott.friedlander@insight.com, 703.594.8129

ii. Marketing: Kathy Kramer, Marketing Manager, katherine.kramer@insight.com, 937.415.9427

iii. Sales: Erica Falchetti, Sr. SLED Market Leader – Capture & Business Development, erica.falchetti@insight.com, 480.333.3071

iv. Sales Support: Tone Tuskan, Manager – SLED Client Operations, tone.tuskan@insight.com, 509.742.2283

v. Financial Reporting – Virginia Mace, SLED Compliance Specialist, sledreporting@insight.com, 480.333.3068

vi. Accounts Payable – Virginia Mace, SLED Compliance Specialist, sledreporting@insight.com, 480.333.3068

vii. Contracts – Brittany Dunaway, Manager – SLED Compliance, sledcontracts@insight.com, 480.366.7029

H. *Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.*

Insight Response:

Insight has four Sales Market Leaders who oversee all our sales teams. Kevin Hallihan leads our field sales teams in the East and Central, Brian Louderback leads our field sales teams in the West and TOLA, Ken Richter leads our national inside sales teams, and Clayton Boras leads a team dedicated to higher education entities. All told, we have over 100 dedicated sales teammates and managers who sell only into the state, local, and education space.

These sales teammates are supported by an additional 150+ dedicated SLED client operations, software, services support, business development, and contract compliance teammates. Sales and support teammates are spread throughout the U.S., both in company offices and in remote home offices. This coverage helps to ensure our clients have access to a team of people at Insight, regardless of what time zone they may be in.

We have provided an organizational chart in **Section 9 – Appendices, Appendix A**.

The highest level executive in charge of the sales team is Scott Friedlander, Senior Vice President –Public Sector. His contact information is as follows:

Scott Friedlander, SVP Public Sector
scott.friedlander@insight.com
703.594.8129

I. *Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.*

Insight Response:

Many of Insight's 100+ SLED sales teammates already have relationships with their OMNIA Partners counterparts, both in Sales and in Member Development. Additionally, our sales teams have years of experience in positioning and selling the value of the OMNIA Partners contract. Our commitment to growth is reflected in our contract sales, which have increased steadily over the past 13 years, and which have more than doubled since we were awarded the most recent contract back in 2016.

Additionally, Insight invests more than $500,000 annually in marketing and sales development funds specifically towards growing sales under our existing contract. Upon award of a new contract, we are fully committed to making continued large investments in this area.

Insight will continue to partner with the OMNIA Partners team through joint sales calls, tradeshow attendance, and participation in team calls.

I. *Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, timely contract administration, etc.*

Insight Response:

As an existing Supplier with OMNIA Partners, Insight has over 13 years of experience in managing the national program. We have long-standing relationships with the OMNIA Partners team, including Marketing, Partner Development, Member Development, and Sales.

Upon award of a new contract, we will continue our regular cadence with these teams, which includes a monthly meeting between the Insight and OMNIA Partners marketing teams, regular participation on sales team calls, and consistent communication with our designated Vice President for Partner Development.

Erica Falchetti will continue to serve as Insight's National Account Manager and will be responsible for coordinating activities between Insight and OMNIA Partners. Additionally, Insight's Contract Compliance team will be responsible for the administration of the contract and will ensure that we are remaining compliant with the terms and conditions of the contract.

Any leads that come to us from either the OMNIA Partners Sales team or the Member Development team will be immediately handed over to the Insight account executive for that Participating Public Agency. If we don't have an account set up for the agency (which, in our experience, is rare), the Insight account executive will ensure one is created in a timely manner.

Insight understands that the success of our contract is dependent on clear lines of communication, and we commit to strengthening our relationships with the OMNIA Partners team to ensure the communication continues throughout the term of this Master Agreement.

J. *State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.*

Insight Response:

Insight's gross sales to SLED entities in fiscal year 2021 totaled $1,362,538,000.

Below is a list of Insight's ten largest SLED clients, along with the total purchases for fiscal year 2021. Contacts at the below agencies have not given their approval for their information to be publicly released. Should you need to contact any of these agencies, please reach out to Erica Falchetti, erica.falchetti@insight.com.

- Tennessee Department of Finance and Administration ($46,164,000)
- Washington Consolidated Technology Services ($30,331,000)
- Colorado Governor's Office of Information Technology ($25,959,000)
- Texas Health and Human Services Commission ($21,953,000)
- Mesa Unified School District ($21,089,000)
- New Jersey Judiciary Court System ($19,286,000)
- Miami-Dade County ($18,892,000)
- Kentucky Commonwealth Office of Technology ($17,671,000)
- Iowa Office of Chief Information Officer ($17,330,000)
- New Jersey Office of Information Technology ($15,012,000)

K. *Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.*

Insight Response:

Insight's account management model integrates a deep footprint of field sales representatives and consultants with inside sales personnel in locations around the United States.

Our account management approach ensures our clients have expert support and strategic alignment of their hardware, software, cloud, and services requirements. Our clients' IT technology and procurement teams will benefit by having the advantage of working with a dedicated account team that is familiar with and adheres to their internal processes and methodologies.

Insight utilizes SAP as the internal ERP system for managing client account information. SAP also supports various order entry and inventory control functions.

Quotes and Order Placement

Quotes can be requested electronically through Insight's e-procurement portal, or via an agency's dedicated account team (via email, phone, or fax). All mediums will elicit pricing, product availability, configuration, and shipping information.

Using Insight's web portal, end users can save items in their cart as a quote for purchase later. Saved quotes can also be emailed. Should the user decide to (and have the authority to) purchase the quoted items, the saved quote can be turned into an order that will be placed online.

Insight's web purchasing portal displays an order confirmation screen after the order has been placed. The end user or user account that placed the order will also receive the following via email:

- A copy of the notification confirming the web order has been received
- Advanced Shipment Notification (ASN) when product from the order ships. Below is an example of the Advanced Ship Notification (email that Client/Buyer Receives)

ADVANCE SHIP NOTICE

Your order has been picked and packed for shipping. Please see your tracking number(s) below. If tracking information is not yet available, please check it again the following business day. We appreciate your business and are committed to delivering excellent service.

Material	Description	Order Qty	Shpd Qty	Ship Date
CHS-7080-MFF	OPTIPLEX 7080 MFF I5-10500T 8GB 256SSD B See below Delivery 0820737617	10	10	19-JAN-2021
210-AUNF-CHSPSC	DELL 22 MONITOR - E2220H See below Delivery 0820737617	27	27	19-JAN-2021

Serial #: 9DYXD73, 9F0XD73, 9F0YD73, 9F1XD73, 9F1YD73, 9F1ZD73, 9F2XD73, 9F2YD73, 9F2ZD73, 9F3XD73

For online orders, clients will receive the ASN by default. This setting can be turned off if desired. An additional email can be added at the time of order placement to also receive the ASN. This feature is unique to Insight's ASN tool. Insight's ASN is available via hard copy, verbal and/or web-based purchasing. ASNs are also available for non-web orders placed through Insight's

ordering system by the Insight Account Team. After an order has been placed, end users with appropriate permissions can add an ASN for future shipments from that order.

Tracking Orders

End users will have access to review purchase orders in detail and even track shipped orders. Multiple levels of information are built into the system to provide end users with details, which can be sorted by the following criteria:

- Invoice Number
- Order Date
- Purchase Order Number
- Ship Date
- Tracking information with direct link to shipper's website (i.e., FedEx, UPS)
- Order Numbers
- Ship to Address
- Delivery Status
- Serial Numbers (if applicable)

For added convenience, Insight has integrated our order processing, labeling, and tracking systems with the systems of major freight carriers. Order tracking numbers are hyperlinked to the freight carrier's tracking system for up-to-the-minute information regarding order status. This integration helps to ensure efficient and accurate deliveries that are traceable by both Insight and our clients.

Order Timeframes

Orders containing product available in our $70-$80 million inventory held in Hanover Park, Illinois, will ship the same day providing no configuration services are needed and the order is received by 3:00 p.m. Central Time. Insight will ship all orders missing this cutoff time the following business day as a standard operating procedure. Software orders placed by 3:00 p.m. local time will ship that day. Insight maintains a 99.998% two-business day delivery rate for such "pick and pack" products. As a reseller, product availability is based on the manufacturer, so it will vary by product line.

Should the product need to be configured in our Integration labs, the normal turnaround time is two to three working days. If Insight runs into some extenuating circumstances that would create lab backlogs, the client will be notified so schedules can be changed accordingly. Our configuration labs operate 5 days a week, 24 hours a day.

The integration between our network and our distribution partners ensures advanced levels of service for our clients. For example, our order-processing system automatically chooses the warehouse closest to a client's delivery point so that orders placed by 3:00 p.m. local time are generally shipped that day. Overnight shipment cutoff from our distributor partners is 3:00 p.m. if product is in a west coast warehouse.

Invoices

Invoices are processed and sent to the designated billing address the day following product shipment, or in the case of licensing, the day after order placement, and can be sent via hard copy, EDI, or in a summary billing statement. Maintenance is invoiced in advance of the coverage period, based on the contractual agreement with the publishers.

The current Insight invoice format for products includes purchase order number, invoice number, purchase date, bill to and ship to information, a detailed product description, serial number (if applicable), manufacturer product number, unit pricing, number of units ordered, terms of payment, method of shipment indicating both carrier and terms, cost of delivery, and any applicable sales tax. Non-standard, client-specific information can additionally be provided on Insight invoices and reports. Insight can work with our clients to mutually determine the processes for attaining and providing such information.

For services, Insight itemizes bills based on the client billing requirements and the type of services provided. Insight is willing to discuss and mutually agree upon how bills are itemized, and the level of cost detail required to meet our clients' billing requirements.

In addition to the previously listed billing options, Insight currently offers clients the ability to exchange business documents electronically using both ANSI X.12 EDI (Electronic Data Interchange) and XML B2B (Business-to-Business) standards. These processes are standard Insight functionality that provide highly reliable alternatives for manual business transactions reducing cost and improving turnaround times.

Payments

Payments sent to the retail lockbox are posted to the client's account the same day the bank deposits the check without any intervention from accounts receivable. Payments sent to the retail lockbox that cannot be scanned and posted directly to the client accounts are rejected. These checks are photocopied by the lockbox and overnighted to accounts receivable to post manually to the client's account. Manual payments are posted within 24-48 hours of the bank's deposit. Insight does not use third party partners for billing purposes.

L. *Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").*

Insight Response:

$150,000,000.00 in year one

$175,000,000.00 in year two

$200,000,000.00 in year three

M. *Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.*

i. *Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
ii. *If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
iii. *Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*

iv. *If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternative or additional proposal.*

Detail Supplier's strategies under these options when responding to a solicitation.

Insight Response:

As a Supplier with OMNIA Partners (and U.S. Communities before that) for over thirteen years, Insight understands the requirements and confirms our commitment to the above options for responding to a solicitation for Products covered under the Master Agreement. Our first goal is always to present the value of the Master Agreement to Public Agencies by making sure they understand that the contract was competitively-solicited and therefore a separate solicitation is not needed.

However, in those cases where a Public Agency still chooses to put out their own solicitation, Insight will either respond with pricing that is at or below the Master Agreement pricing (and report the subsequent sale to OMNIA Partners) or propose pricing that is higher than the Master Agreement. If a Public Agency allows for alternative proposals, we will include the Master Agreement as an option.

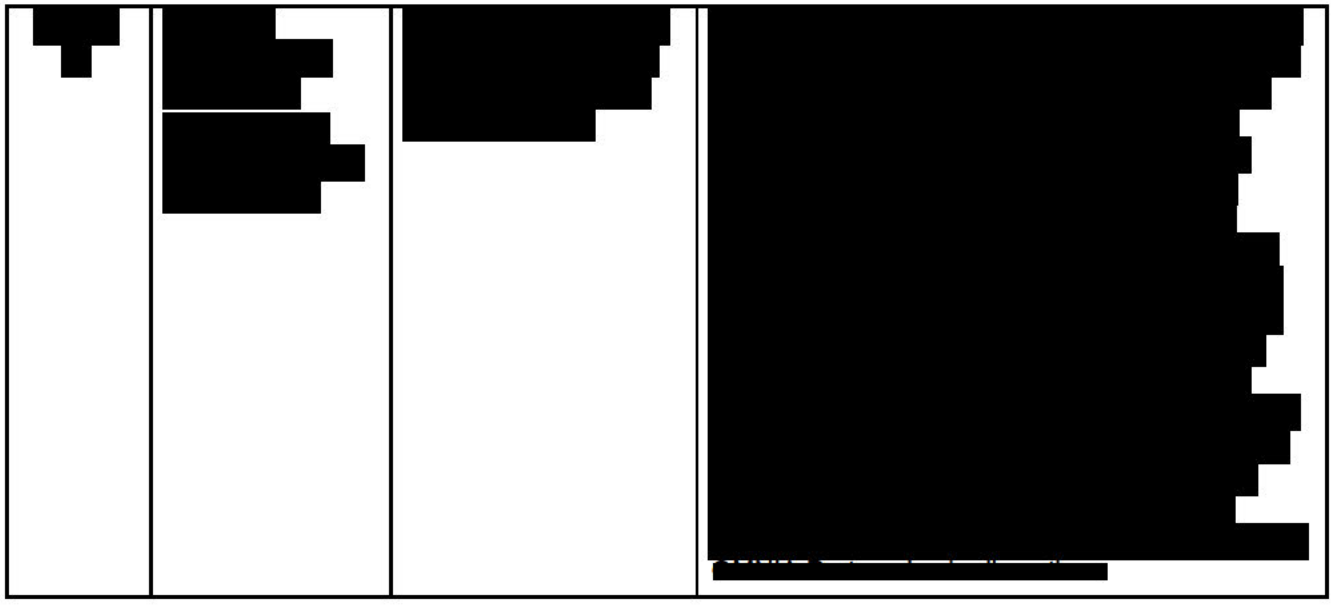
b. *The successful Supplier will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.*

Insight Response:

Insight requests that the following clarifications/exceptions be included in any final terms and conditions of the contract; nevertheless, if Insight is the successful bidder, Insight is amenable to negotiating mutually agreeable terms prior to the commencement of the engagement.

PAGE NUMBER	REFERENCE SECTION/ PARAGRAPH	IDENTIFIED EXCEPTION/NOTE	PROPOSED NEW LANGUAGE/COMMENT
16 (PDF P. 22)	Cobb County General Instructions for Proposers, Terms and Conditions; XIV. Delivery Failures	Supplier proposes to strike delivery penalties as Supply Chain issues are causing extreme delays in some cases, and those factors are beyond our control. Supplier will keep end users updated with expected lead times and delivery dates.	Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

19 (PDF P. 25)	Cobb County General Instructions for Proposers, Terms and Conditions; XXVIII. Indemnification/Hold Harmless, 1st Paragraph	Supplier proposes to strike the 1st 2 sentences as the reps and warranties we are providing are already stated in this agreement and goes beyond the scope of warranties we have already agreed to.	To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") to the extent caused by or resulting from negligence, recklessness, or intentionally wrongful conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section XXVII.
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]



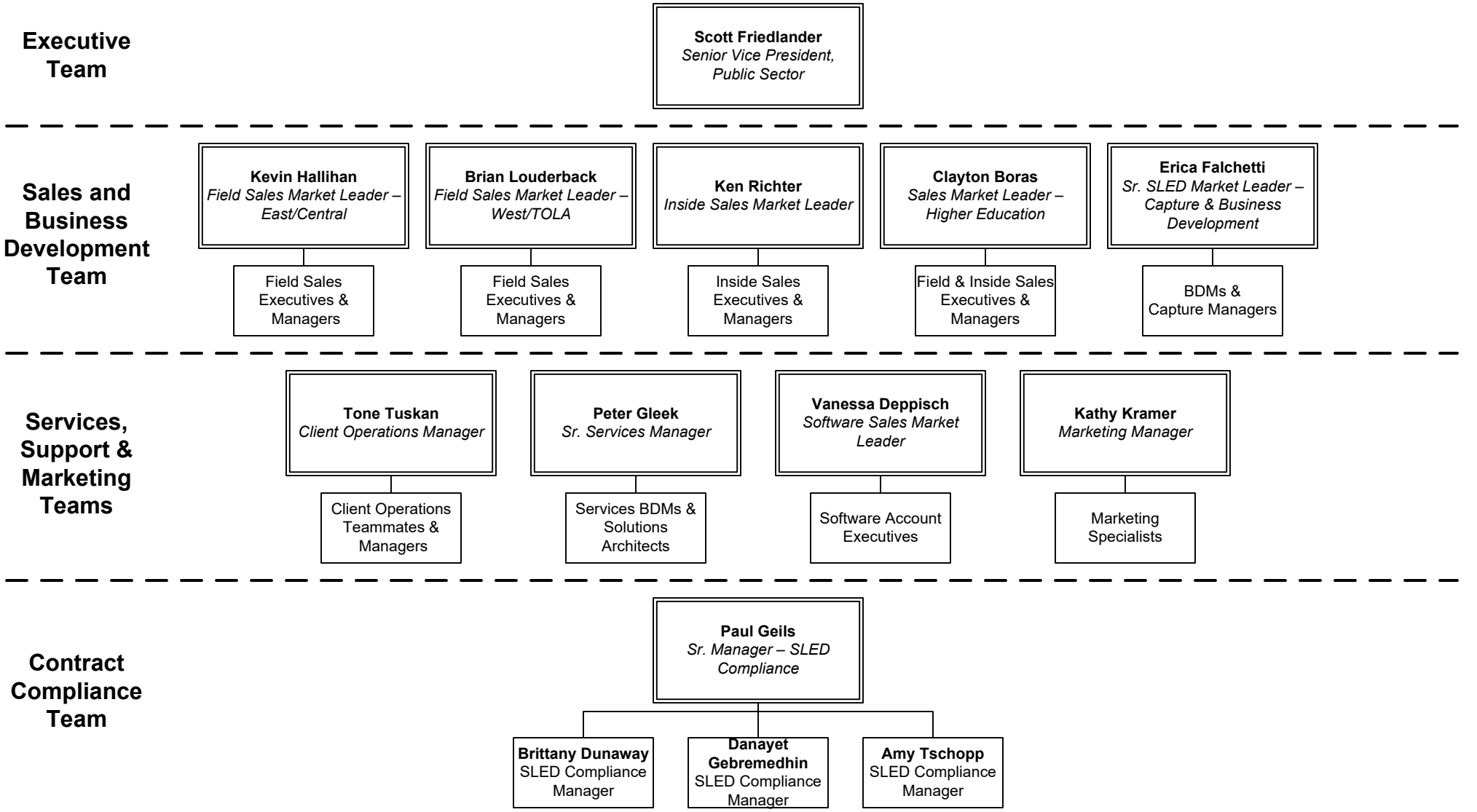
9. Appendices

Below is the list of documents included with our response.

- Appendix A – Organizational Chart
- Appendix B – Sample Agreements
    - Sample Insight Statement of Work (SOW) template
    - Sample Amazon Web Services Order Form Agreement
    - Sample Google Cloud Platform Order Form Agreement
    - Sample Microsoft Azure Order Form
- Appendix C – Manufacturers, Publishers, and Suppliers
- Appendix D – Dun & Bradstreet Report 2022
- Appendix E – Marketing Collateral
- Appendix F – Hidalgo County Case Study
- Bid Submittal Form
- RFP Form
- Exhibit A – Contractor Affidavit and Agreement
- Exhibit F – Federal Funds Certifications
- FEMA Special Conditions
- Exhibit G – New Jersey Business Compliance Forms
    - Statement of Ownership Disclosure
    - Non-Collusion Affidavit
    - Affirmative Action Affidavit
    - Political Contribution Disclosure Form
    - Stockholder Disclosure Certification
    - Certification on Non-Involvement in Prohibited Activities in Iran
    - New Jersey Business Registration Certificate
    - EEOAA Evidence with Certificate of Employee Information Report
    - MacBride Principals Form
- Addendum No. 1
- Addendum No. 2
- Addendum No. 3

Appendix A - Organization Chart

Insight Public Sector
Organization Chart
Cobb County & OMNIA Partners



Insight Client Account Number	
Statement of Work #	
State/Fed Contract	

Statement of Work

("SOW")

Parties and addresses for notice:

"Insight"	"Client"
Company name: Insight Public Sector, Inc.	Company name:
Primary contact:	Primary contact:
Address:13755 Sunrise Valley Drive, Suite 750 Herndon, VA 20171	Address:
Phone number: [update]	Phone number: [update]
Email: [update]	Email: [update]
Secondary contact: [update]	Secondary contact: [update]

Agreed and accepted:

Insight	Client
Authorized signature:	Authorized signature:
Name:	Name:
Title:	Title:
Date:	Date:

Invoicing procedures:

Method (Client MUST select ONE option below.)	PO Process (Client MUST select ONE option below.)
☐ **Mail Invoice** – Hard copy of invoice will be mailed to: Company name: Address: Attention: Accounts Payable or Accounts Payable Contact: Phone:	☐ **Client issues system-generated POs or internal reference numbers for service engagements.** Please fill in the PO number below and attach a hard copy of the PO to this signed SOW. Note: Services cannot be performed until a hard copy of the PO is received, or a billing reference is provided. PO number: PO release number (if applicable): Internal billing reference number/name:
OR ☐ **Email invoice** – Invoice copy will be sent electronically via email to:	OR ☐ Client does NOT issue system generated POs for service engagements. Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

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This SOW is effective as of the date last signed above ("SOW Effective Date"). Client's purchase, receipt, and use of the Services defined herein are subject to: (a) the written agreement for Services executed between Insight and the Client ("Master Agreement"), or (b) if the parties do not have a Master Agreement in place for the Services, the Terms of Sale for Services located at https://www.insight.com/en_US/help/terms-of-sale-services-ips.html (collectively, the "Agreement"). Capitalized terms used but not defined in this SOW will have the meaning given in the Agreement.

1. Purpose

The purpose of this SOW is to set forth the specific Services that Insight will provide to Client in connection with the Agreement.

2. Definitions

a. "Deliverables" means the items created by Insight in connection with the Services and as specifically described in the Scope of Services and Delivery Schedule Section below.

b. "Services" has the meaning given to it in the Scope of Services and Delivery Schedule Section.

3. Scope of Services and Delivery Schedule

Insight will perform the following services ("Services") per the terms of this SOW.

3.1. Service Description

The following is a high-level description of the Services Insight will provide:

1. [update] as outlined in the Exhibit(s) of this SOW.

3.1.1. Location

Performance of the Services will be [remote and/or onsite].

- [client address]

3.2. Project Management

Insight will provide project management as detailed in the applicable Exhibit of this SOW.

3.3. How Services are Accepted

After Insight performs a Service or delivers a Deliverable to Client, if the Service or Deliverable does not meet the material requirements described in the SOW, then Client will provide Insight with a written explanation describing how the requirements were not met within 5 days following the date the Service or Deliverable was delivered to Client. If Client fails to provide the written explanation within this 5-day period, the Service and Deliverable will be deemed accepted by Client.

3.4. Business Hours

Services will be performed during normal United States business hours unless otherwise mutually agreed upon in the attached Exhibit(s). Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

3.5. Client Responsibilities

Client is responsible for the following:

1. Client will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight.

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2. If applicable, Client will provide site contacts for each Client location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.
3. Client will provide Insight the necessary access to its internal experts, location(s), critical systems, applications, workspace, and equipment required at each field location to complete the project. Access to Client systems will be provided to Insight via either onsite direct access or remote/VPN access. If Client cannot provide access or required resources under this SOW, then additional project duration, labor hours, travel expenses, and other costs may be incurred and due to Insight by Client.
4. Client will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.
5. Client is responsible for all product and material, including distribution and transport of Client-owned product and material, unless otherwise specified in writing. Product and material are defined as any items purchased, owned and/or provided by Client (or others) that Insight is required to use for fulfillment of any Services described herein.
6. Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.
7. Client will be responsible for managing and maintaining, if applicable: (a) back-up and/or data migration of existing data and Client's information unless otherwise agreed to by Insight; (b) computer system and network designs; (c) component selection as it relates to the performance of the computer system and/or the network; (d) reasonable firewalls and if appropriate encryption; (e) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls); and (f) physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Client's information on all applicable Client computing systems used to store or transmit Client's information, in accordance with current applicable industry standards and best practices.
8. Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Client's information, documentation, and technology, necessary for Insight to perform the Services, including a list of all Client and third-party contacts necessary for Insight to do so.
9. If applicable, Client is responsible for performance of the following OCM-related tasks:
    a. Stakeholder Engagement, including but not limited to:
        i Stakeholder analysis, use case development, and/or persona/user segmentation activities
        ii Stakeholder engagement plan including scheduling of any activities
    b. Communications, including but not limited to:
        i Creation of a communications plan, including content plans for email, online resources, and any other communications channels
        ii Execution/creation of any content outlined in the communications plan
        iii Communications T-minus schedule
    c. Training, including but not limited to:
        i Training plan and schedule
        ii Training content planning, creation and/or execution
    d. Adoption, including but not limited to:
        i Creation or execution of a governance plan
        ii Creation or execution of a post-project end-user adoption plan

3.6. Assumptions

1. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.

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2. Outside the scope of this SOW, Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Client, such services may be performed by Insight only to the extent permitted by applicable law and will be subject to a Change Request for additional services.
3. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.

3.7. Change Request Procedure

If either party identifies any alterations to the scope of work, specifications, or requirements in this SOW, it shall be brought to the attention of the other party's management for pre-authorization by completing and submitting a written Change Request in a manner described in this section and signed by both parties ("Change Request Form").

Without limitation, Change Request Forms are appropriate in the following examples, as well as other situations that alter the scope of work, specifications, or requirements in this SOW:

- Changes to environment, scope, management, performance of projects (regular and special), milestones, tasks, systems, service levels
- Additional resources, scope, projects, new services, tasks
- Changes to management and control of hardware and software
- Adjustments to baselines, assets, volumes, or other areas where changeover time results in the need to adjust pricing
- Additions, deletions, and/or changes to sites where services are provided, or the nature of services provided at a site

If any such change causes an increase or decrease in the cost or time required for the performance of the Services, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form.

If Insight believes an operational change is required and Client does not agree to the change (or the applicable Change Request), Insight will be relieved of any related service level obligations. Any additional resources or costs expended or incurred to address the failure to make the change will be treated as an additional service.

3.8. Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

3.9. Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of at least 20 business days from receipt of both documents may be required for scheduling purposes.

If Client causes any delays to the delivery start date, which was agreed upon by both parties in writing (email is acceptable), Client may incur additional fees based upon such delay, including but not limited to, travel expenses already incurred, if any, and/or other equitable relief as a remedy for such delay. The delays and charges will be defined and communicated through the Change Request process described in this SOW.

Services will be performed over a consecutive timeframe unless otherwise provided herein. If Client requests or causes a change in the schedule that prohibits Services from being delivered in a consecutive timeline, an additional lead time of 20 business days (from written confirmation to resume Services) may be required, new resources may be assigned, and there may be additional fees.

3.10. Estimated Duration

The Services' duration will be approximately [xx] week(s).

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4. Pricing and Payments

4.1. *Summary of Pricing*

The table below is a summary of the pricing for all the offerings described in this SOW. Specific information regarding each Service is listed in the Fee sections below.

Offering Name	Fee Type	Quantity or Term	Total Estimated Amount

4.2. *Fixed Fee*

Client shall pay Insight the fixed fee of $ [#.##]. The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Client. Client will reimburse Insight for travel expenses, if any are required.

The fixed fee is based on the following:

Project Description	Price
[Project Description/Milestone Phase]	[$#.##]
[Project Description/Milestone Phase]	[$#.##]

4.2.1. Invoicing

Insight will invoice Client monthly for Services performed based upon a percentage complete, plus any taxes incurred (if applicable).

4.3. *Time and Materials*

Services will be provided on a time and materials basis. Costs incurred by Client will be based on a 4-hour minimum (per day) for onsite resources, or actual time worked, whichever is greater. Client will not reimburse Insight for travel expenses if any are required.

Charges will be calculated based on the following rates:

Resource Type	Estimated Hours	Hourly Rate	Estimated Price
[Resource]	[#]	$ [$#.##]	$ 0.00
[Resource]	[#]	$ [$#.##]	$ 0.00
[Resource]	[#]	$ [$#.##]	$ 0.00
Total Estimated Amounts	**0**		**$ 0.00**

Note: With the exception of the hourly rate the table above provides budgetary estimates only.

4.3.1. Invoicing

Insight will invoice on a monthly basis for the minimum hours worked or actual hours worked, whichever is greater, plus any taxes incurred (if applicable).

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4.4. Pricing Notes

1. Pricing offer is valid for 30 days from the date a copy of this SOW is first presented to Client. This SOW must be executed and returned to Insight by Client within such 30-day period or pricing will expire.
2. Travel expenses, if applicable, are not reimbursable.
3. Pricing and estimated time to complete this engagement are based upon Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project. Any additional requirements, including without limitation, additional screening, background check, vaccination or covid-related requests and other out-of-scope or previously undisclosed resource-related requests may result in Service commencement or completion delays and additional fees.
4. Client acknowledges that cancellation of this engagement may cause Insight to incur non-refundable pre-approved travel expenses and other costs. Accordingly, if Client cancels this engagement, Client shall pay Insight the fees set forth below. Such cancellation shall be in writing and shall be effective when received by Insight.

Cancellation Period	Cancellation Fee
Less than 3 business days prior to start of engagement	100% of total cost of engagement OR $12,500.00, whichever is less
Between 3 and 10 business days prior to start of engagement	10% of total cost of engagement OR $2,500.00, whichever is less
More than 10 business days prior to start of engagement	None

5. If an Insight resource arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Client, site, and/or equipment issues, any applicable travel expenses will be incurred.
6. Insight is not responsible for delays or repeated tasks caused by factors outside of Insight's control. These factors include, but are not limited to, availability of Client personnel, equipment, and facilities.
7. Client will compensate Insight for any out-of-scope work requested by Client on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).

4.5. Client Work Product

All results of the Services described in and delivered pursuant to this SOW, including Deliverables and Client's proprietary information contained therein, authored or created by Insight specifically for Client as a Work Made for Hire, excluding any Insight IP incorporated therein ("Work Product"), will be and remain the property of Client. Insight retains all right, title, and interest in, without limitation, any intellectual property rights in works of authorship, know-how, or any invention, device, process, method, development, design, specifications, technique, apparatus, reports, schematic, or technical information (whether patentable or not), documentation, software or enhancements, improvements, alterations, interfaces, workflows, and best practices developed, invented, created, or reduced to practice by Insight and used for the Services, including any derivatives or modifications ("Insight IP"). To the extent Work Product includes any works of authorship that are Insight IP, Insight grants Client a nonexclusive and non-transferable license to use each such portion of the Work Product for its internal business purposes, provided that no Insight IP may be unbundled or separated from the Work Product or used on a stand-alone basis.

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5. Exhibit – Project Management

Insight will provide the following project management and technical direction:

Project Coordinator

- Serve as the primary point of contact on all project issues, needs, and concerns
- Facilitate introduction kickoff call to review scope and project expectations
- Schedule and coordinate the necessary resources to support the project
- Complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed

Project Manager

- Serve as the primary point of contact on all project issues, needs, and concerns
- Provide team leadership and guidance
- Facilitate kickoff meeting to review scope and project expectations, discuss IT infrastructure design, assess Client readiness (hardware, software, infrastructure pre-requisites, etc.), discover any possible problems/risks, formulate an appropriate work breakdown structure for primary project tasks, and create project timeline/schedule (including potential downtimes and maintenance windows)
- In conjunction with Client, measure and communicate weekly progress against mutually agreed-upon milestones
- Maintain a project log proactively to identify and communicate key decisions made, action items to be completed, risks/issues that may impact scope, schedule, and lessons learned; and mitigate and/or escalate any critical risks or issues under Insight's control, as needed
- Manage Client expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Schedule and conduct project team update/status meetings
- Prepare written status reports for Client at mutually agreed-upon intervals
- Monitor, manage, and communicate changes to the project's scope, budget, schedule, and resources; complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed
- If applicable, perform the following activities related to organizational change management ("OCM") outlined in Insight's Best Practices Guide for OCM for the Services in this SOW:
    - Identify Client contacts for activities related to stakeholder engagement, communications, training, online resources/intranet, support
    - Track the following decisions and deliverables as part of the project plan:
        - Plans for stakeholder engagement, communications, content planning, training, and adoption
        - T-minus schedules for stakeholder engagement, communications, and training
        - Technical dependencies related to OCM activities
    - Where applicable, engage Insight OCM SMEs for advisory purposes, not to exceed 5 hours

Program Manager

- Provide oversite and act as the primary escalation point for the program
- Maintain contact and communication with all Insight project team members and project stakeholders to ensure conformance with requirements of project delivery and Client expectations

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- Develop a program-level governance model and work with Client to obtain endorsement for successful implementation
- Oversee program to ensure consistency of project practices (Change Requests, issue management, risk management, decision tracking, etc.); follow and contribute to standard Client implementation methodologies and best practices
- Work with Client to identify the program success criteria and document dependencies, risks, and issues associated with the successful completion of the program
- Develop program communications plan and associated documents, drive cross-project delivery consistency, and coordinate cross-project communications
- Maintain frequent program-level written and verbal communications with all program stakeholders and participants ensuring communications are understood by recipients
- Identify and manage program-level dependencies and critical paths
- Identify, escalate, and document program issues as necessary
- Provide team leadership and guidance throughout the program
- Work closely with the Insight Project Managers and key Client team members and stakeholders to ensure that the program is effectively executed
- Provide a Program Schedule highlighting Deliverables, corresponding milestones, planned project events, and timelines
- Deliver program-level summaries at agreed-upon intervals

5.1. *Project Contacts*

Contact Name	Contact Email
Client Sponsor - [update]	[update]
Client Technical Lead – [update]	[update]
Client Executive - [update]	[update]
Solutions Executive – [update]	[update]@insight.com
Additional Insight Contact – [update]	[update]@insight.com
Services Manager – [update]	[update]@insight.com
Project Manager – [update]	[update]@insight.com

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6. Exhibit – Service Offering Information

6.1. Service Description

The following is a high-level description of the Services Insight will provide:

- [Bullet 1]
    - [Bullet 2]
        - [Bullet 3]
            - [Bullet 4]

6.2. Scope and Approach

Insight will perform the following Services:

[Phase]

- [Bullet 1]
    - [Bullet 2]

[Sub-Phase]

- [Bullet 1]
    - [Bullet 2]

[Sub-Phase]

- [Bullet 1]

6.2.1. Out of Scope

1. The following are considered out-of-scope and are not part of the Services:
    a. Electrical or cabling services
    b. Formal user training
2. Services and Deliverable items not expressly described in the Scope and Approach section is considered to be out of scope. Any out-of-scope items must be pre-authorized and verified by Insight in writing through the Change Request process.

6.3. Deliverables

Overall Project

- [Bullet 1]

Project Management

Project Coordinator

- Communications/escalation contact list

Project Manager

- Communications/escalation contact list
- Weekly status reports on the progress of the project

Program Manager

- Weekly status reports on the process of the program

Deliverables, if any, will be agreed upon by both parties in writing.

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6.4. Offering-Specific Client Responsibilities

1. [Enter offering-specific responsibilities here]

6.5. Offering-Specific Assumptions

1. [Enter offering-specific assumptions here]

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Amazon Web Services Order Form Agreement

Client Name:		Client Acct. #	
Address		Client Contact Name:	
City, State, Zip		Account Executive:	
State/Fed Contract:		Request Date	Click or tap to enter a date.

This Amazon Web Services ("AWS") Order Form Agreement, together with any attachments or schedules (collectively referred to herein as the "Agreement") contains the terms and conditions that govern access to and use of the AWS Cloud Services provided by Amazon Web Services, Inc. (also referred to as the "Vendor" or "Amazon" or "Service Provider") and purchased through and accepted by Insight Public Sector, Inc., (also referred to as "Solution Provider" or "Insight") on behalf of itself and its affiliates and successors, and is an agreement between Insight and the entity specified in the "Customer Name" field above, on behalf of itself and its affiliates, successors, customers and end-users (hereinafter, "Customer", or "you"). The Effective Date of this Agreement will be the earlier of when this Agreement is manually or electronically signed below and accepted by Insight, the date an order is placed in the AWS customer portal (the "AWS Client Portal"), or the date Cloud Services are enabled or provisioned for use by you. You represent to Insight that the individual signing or accepting this Agreement or placing an order for Cloud Services pursuant to this Agreement, has the legal authority to bind you. FOR AWS GOV-CLOUD, PLEASE REACH OUT TO YOUR INSIGHT REP FOR MORE INFORMATION.

Scope of this Agreement: Scope of this Agreement: Scope of this Agreement: The Cloud Services included within the scope of this Agreement are consumption-based AWS Cloud Services which are ordered directly through Insight. **AWS Marketplace transactions are not covered under this Agreement; therefore, these transactions will not be subject to the terms set forth herein, nor will such transactions be priced in accordance with the underlying Terms of Sale.**

1. Definitions

1.1. **"Acceptable Use Policy"** means the policy currently available at: http://aws.amazon.com/aup as may updated from time to time.

1.2. **"Content"** means any content you upload to the Services under your account or otherwise transfer, process, use or store in connection with your account.

1.3. **"Policies"** means the AWS Acceptable Use Policy, the Site Terms, the Service Terms and all other restrictions described on the AWS site at http://aws.amazon.com.

1.4. **"Services"** means each of the AWS web services made available by AWS.

1.5. **"Service Offerings"** means the Services provided by AWS under this Agreement.

1.6. **"Service Terms"** means the rights and restrictions for particular Services located at http://aws.amazon.com/serviceterms as may be updated from time to time.

1.7. **"Third Party Content"** means content made available to you by any third party on the AWS site or Marketplace in conjunction with the Services.

2. Use of the Service Offerings

2.1. **Generally**. You may access and use the Service Offerings in accordance with this Agreement. You will adhere to all laws, rules, and regulations applicable to your use of the Service

Offerings, including Service Terms, the Acceptable Use Policy and other Policies as defined in Section 1.

2.2. **Your Account**. Once an account has been set up for you, Service Offerings may be enabled and provisioned by you via the AWS Client Portal. Use, reporting, and invoicing of the Service Offerings are based on a consumption or actual use model, as further described below. You will be invoiced for the Service Offerings you consume in accordance with usage reports provided by AWS.

2.3. **Third Party Content**. Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third Party Content, your use of any Third Party Content is at your sole risk.

3. **Security and Data Privacy**

3.1. **Your Content**. You are solely responsible for the development, content, operation, maintenance, and use of your Content such as, but not limited to: (a) compliance of your Content with the Acceptable Use Policy, the other Policies and the law; (b) any claims relating to your Content; and (c) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that your Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

3.2. **Other Security and Backup**. You are responsible for properly configuring and using the Service Offerings and taking your own steps to maintain appropriate security, protection and backup of your Content, which may include the use of encryption technology to protect your Content from unauthorized access and routine archiving your Content.

4. Fees and Invoicing

4.1. **Fees**: The unit or per seat Fees for Service Offerings payable by you will be the current AWS list price at the time such Service Offerings are consumed by you[, less a [X] percent ([X]%) discount from Insight at invoice. You will receive a discount off of the following AWS Services as set forth at: AWS AUTHORIZED SERVICES LIST, in addition to the Business and Enterprise Support Plans]. The total Fees payable by you[, with Insight's discount (if any),] will be set forth in Insight's invoice in the manner described below. Insight reserves the right to modify the Fees payable as a result of changes implemented by AWS to its partner/distributor program.

4.2. **Invoicing/Payment**: Service Offerings used or enabled by you, including without limitation, any additions, reductions, increases or decreases in the per unit quantity of the Service Offerings used, will be invoiced on an actual use or consumption basis as measured and reported to Insight by AWS. AWS's records and usage reports are taken to be correct unless proven by you to be in error. Insight will invoice you monthly in arrears for the Service Offerings consumed in each preceding monthly billing period on an actual use or consumption basis as reported by AWS. Unless otherwise agreed to in writing between the parties, you must pay all undisputed invoices in full within thirty (30) days of the invoice date.

4.3. **Cloud Service Credits/SLAs**: The Parties agree that AWS's Service Level Agreements, to the extent applicable, will apply to this purchase as set forth at https://aws.amazon.com/legal/service-level-agreements/. To the extent that a Cloud Service credit is due to Client in accordance with the AWS Service Level Agreement(s), the Parties agree that any credit due will be credited by Insight to Client's account within a reasonable time after Insight's notice from Client of the claim and following AWS's verification of Client's claim. Client expressly acknowledges and agrees that Insight is not obligated to provide any Cloud Service credit if AWS is unable to verify Client's claim. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN CONNECTION WITH ANY UNAVAILABILITY OF THE SERVICE OFFERINGS OR BREACH OF THE SLA.

5. Term/Termination

5.1. **Term**. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by you or Insight in accordance with Section 5.2.

5.2. **Termination**. (a) Termination for Convenience. You may terminate this Agreement for any reason by: (i) providing Insight notice and (ii) closing your account for all Services for which Insight provides an account closing mechanism. Insight may terminate this Agreement for any reason by providing you 30 days advance notice. (b) Termination for Cause. (i) By Either Party. Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period. (ii) By Insight. Insight may also terminate this Agreement immediately upon notice to you (A) for cause, if any act or omission by you results in a suspension of your account by AWS, or (B) if AWS terminates or no longer provides the Service Offerings under this Agreement for any reason.

5.3. **Effect of Termination**. (a) Generally. Upon any termination of this Agreement: (i) all your rights under this Agreement immediately terminate; (ii) you remain responsible for all fees and charges you have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination; and (iii) you will immediately return or, if instructed by Insight, destroy all AWS Content in your possession. (b) Post-Termination Assistance. Unless Insight terminates your use of the Service Offerings pursuant to Section 5.2(b), during the 30 days following termination: (i) AWS will not erase any of Your Content as a result of the termination; (ii) you may retrieve Your Content from the Service Offerings only if you have paid any charges for any post-termination use of the Service Offerings and all other amounts due; and (iii) AWS will provide you with the same post- termination data retrieval assistance that is generally made available to all customers.

6. Indemnification

You will defend, indemnify, and hold harmless Insight, its affiliates, licensors, and each of its respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your use of the Service Offerings; (b) your breach of this Agreement or violation of applicable law; or (c) your Content or the combination of your Content with other applications, Content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by your Content or by the use, development, design, production, advertising or marketing of your Content.

7. Limitation of Liability

INSIGHT WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, GOODWILL, USE OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WILL INSIGHT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICE OFFERINGS, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; (II) DISCONTINUATION OF THE SERVICE OFFERINGS; OR (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SLAS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE OFFERINGS FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE OFFERING THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

NOTHING IN THIS SECTION 6 WILL LIMIT YOUR OBLIGATION TO PAY US PURSUANT TO SECTION 4 (FEES AND INVOICING).

8. Insight's Terms of Sale

The purchase of AWS Cloud Services are subject to Insight's Terms of Sale for Cloud Services as set forth at https://www.Insight.com/en_US/help/terms-of-sale-cloud-ips.html ("Insight Terms of Sale"). To the extent the terms of this Agreement conflict with the Insight Terms of Sale for Cloud Services, these Agreement terms shall take precedence with respect to the purchase of Service Offerings. For the avoidance of doubt, notwithstanding the presence or acceptance of your order by Insight or Vendor, any applicable service setup information will be for administrative purposes only and subject to this Agreement. This Agreement is a Special Terms addendum to the Insight Terms of Sale, and is hereby incorporated by reference. Capitalized terms used but not defined herein will have the meaning provided in Insight's Terms of Sale.

9. Vendor's Terms of Use – AWS Agreements

By entering into this Agreement, you acknowledge that the use of the AWS Cloud Services provided through Insight is subject to the applicable AWS Public Sector Access Policy, a current version of which is located at: AWS Public Sector Access Policy.

You will be solely responsible for providing each of your affiliates, subsidiaries, customers and end-users with the aforementioned AWS Agreements governing use of the AWS Cloud Services and gain their acceptance prior to any purchase, provisioning and use of such AWS Cloud Services.

BY ENTERING YOUR MANUAL OR ELECTRONIC SIGNATURE BELOW, YOU HEREBY CERTIFY AND AGREE THAT: (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS AGREEMENT AND TO PROCURE, PROVISION AND USE, NOW AND IN THE FUTURE, ALL AWS CLOUD SERVICES ORDERED HEREUNDER; AND (2) YOU ARE PLACING THE ORDER DESCRIBED HEREIN AND ACCEPT THIS AGREEMENT AND ALL APPLICABLE TERMS AND CONDITIONS APPLICABLE TO SUCH ORDER ON BEHALF OF THE CLIENT.

Insight		Client	
By:	_____ *Authorized Representative*	By:	_____ *Authorized Representative*
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

1. EXHIBIT A - SUPPLEMENTAL TERMS AND CONDITIONS FOR AWS GOVCLOUD

[Delete this exhibit if it should not be included in the contract]

These Supplemental Terms and Conditions for AWS GovCloud ("AWS GovCloud Supplemental Terms") form an addendum to the Insight AWS Agreement, and set forth the terms and conditions that are specific to the AWS GovCloud Services being purchased by Client from Insight. To the extent these terms conflict with the Insight AWS Agreement, these AWS GovCloud Supplemental Terms will govern with respect your purchase of the AWS GovCloud Services. Terms used but not defined herein will have the meaning given in the AWS Agreement.

1) Use of the AWS GovCloud (U.S.) Region Service Offerings.

You may access the AWS GovCloud (U.S.) Region if you have root level access to the relevant program account.

2) AWS GovCloud (U.S.) Region Representations & Warranties.

Should you gain access to an AWS GovCloud (U.S.) Region account, the AWS Services may not be used to process or store classified data. You are responsible for verifying that all end users accessing Your Content in the AWS GovCloud (U.S.) Region are eligible to gain access to Your Content. You represent and warrant that You: (i) are a U.S. Person, as defined by 22 CFR part 120.15 ("U.S. Person"); (ii) will only assign a U.S. Person as your account owner for the AWS GovCloud (U.S.) Region; (iii) if required by the International Traffic In Arms Regulations ("ITAR"), have and will maintain a valid Directorate of Defense Trade Controls registration; (iv) are not subject to export restrictions under U.S. export control laws and regulations (e.g., you are not a denied or debarred party or otherwise subject to sanctions); and (v) maintain an effective compliance program to ensure compliance with applicable U.S. export control laws and regulations, including the ITAR. If requested, You agree to provide additional documentation and cooperation to verify the accuracy of the foregoing representations and warranties.

3) Your Use of GovCloud Credentials.

a) **GovCloud Region**. AWS will implement reasonable and appropriate measures for the AWS Network in the GovCloud Region designed to: (i) help You secure Your Content against accidental or unlawful loss, access or disclosure; (ii) implement the in-scope Federal Risk and Authorization Management Program ("FedRAMP") controls for the Services identified as FedRAMP compliant; and (iii) maintain physical and logical access controls to limit access to the AWS Network by AWS personnel, including employees and contractors, to U.S. citizens, as defined by 8 USC §1401, et seq. ("U.S. Citizens") ((i), (ii) and (iii) collectively the "Security Objectives"). The GovCloud Region is the only AWS Region that has physical and logical access controls that limit access to the AWS Network by AWS Personnel to U.S. Citizens. (The 'AWS Network' means AWS's data center facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are within AWS's control and are used to provide the Services.)

b) **GovCloud Region Security Standards**.

i) **Information Security Program**. AWS will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to: (a) satisfy the Security Objectives; (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the AWS Network; and (c) minimize security risks, including through risk assessment and regular testing. AWS will designate one or more

employees to coordinate and be accountable for the information security program. The information security program will include the following measures:

(1) ***Network Security***. The AWS Network will be electronically accessible to employees, contractors and any other person as necessary to provide the Services. AWS will maintain access controls and policies to manage what access is allowed to the AWS Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. AWS will maintain corrective action and incident response plans to respond to potential security threats.

(2) ***Physical Security***.

(a) Physical Access Controls. Physical components of the AWS Network are housed in nondescript facilities (the "Facilities"). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and certain contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors and any other contractors are required to sign-in with designated personnel, must show appropriate identification, are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.

(b) Limited Employee and Contractor Access. AWS provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for the access privileges assigned to him/her, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of AWS or its affiliates.

(c) Physical Security Protections. All access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. AWS also maintains electronic intrusion detection systems designed to detect unauthorized access to the Facilities, including monitoring points of vulnerability (e.g., primary entry doors, emergency egress doors, roof hatches, dock bay doors, etc.) with door contacts, glass breakage devices, interior motion-detection, or other devices designed to detect individuals attempting to gain access to the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.

ii) **Continued Evaluation**. AWS will conduct periodic reviews of the security of its AWS Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. AWS will continually evaluate the security of its AWS Network and associated Services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

(1) **Your Responsibilities**. You are responsible for all physical and logical access controls beyond the AWS Network including, but not limited to, Your account access, data

transmission, encryption, and appropriate storage and processing of data within the GovCloud Region. You are responsible for verifying that all End Users accessing Your Content in the GovCloud Region are eligible to gain access to Your Content. The Services may not be used to process or store classified data. If you introduce classified data into the AWS Network, You will be responsible for all sanitization costs incurred by Insight and AWS. Your liability under this provision is exempt from any limitations of liability.

BY ENTERING YOUR MANUAL OR ELECTRONIC SIGNATURE BELOW, YOU HEREBY CERTIFY AND AGREE THAT: (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THESE AWS GOVCLOUD SUPPLEMENTAL TERMS AND TO PROCURE, PROVISION AND USE, NOW AND IN THE FUTURE, ALL AWS GOVCLOUD SERVICES ORDERED HEREUNDER; AND (2) YOU ARE PLACING THE ORDER ASSOCIATED HEREWITH AND ACCEPT THESE AWS GOVCLOUD SUPPLEMENTAL TERMS ON BEHALF OF CLIENT.

Client	
By:	_____ *Authorized Representative*
Print Name:	
Title:	
Date:	

Google Cloud Platform Order Form Agreement

Customer Name:		Customer Acct. #	
Address:		Customer Contact:	
State/Fed Contract:		Domain:	

This Order Form ("Agreement") governs access to and use by the customer named above, on behalf of itself and its affiliates, successors, customers, and end users (collectively, the "Customer", "You" or "Your") of the Google Cloud Platform Services supplied by Google, LLC (the "Supplier" or "Google") and provisioned through Insight Public Sector, Inc. ("Insight"). The individual accepting this Agreement on behalf of Customer represents and warrants that he or she: (i) has full legal authority to bind Customer to this Agreement; (ii) has read and understands this Agreement; and (iii) agrees to the Agreement on behalf of Customer. If you do not have the legal authority to bind Customer, please do not accept this Agreement, or provision or use any Services.

1. Definitions.

1.1. "Acceptable Use Policy" or "AUP" means Supplier's acceptable use policy set forth for the Services, found at https://cloud.google.com/terms/aup as modified from time to time.

1.2. "Anthos Products" means the subset of Google Cloud Platform Services described in the Google Cloud Platform suite of services listed here: https://cloud.google.com/terms/services as modified from time to time, and made available to End User through Insight as a reseller.

1.3. "Application(s)" means any web or other application Customer creates using the Google Cloud Platform Services, including any source code written by Customer to be used with the Services or hosted in an Instance.

1.4. "Committed Purchase(s)" have the meaning set forth in the Service Specific Terms.

1.5. "Content" means any content you upload to the Services under your account or otherwise transfer, process, use, or store in connection with your account.

1.6. "Customer Data" means content provided, transmitted, or displayed via the Google Cloud Platform Services by Customer, but excluding any data provided as part of the Customer's Google account (either gmail.com address or an email address provided under the "Google Apps" product line).

1.7. "Google Cloud Platform Services" means Google's Cloud Platform suite of services listed here: https://cloud.google.com/terms/services as modified from time to time, and made available to End User through Insight as a reseller.

1.8. "Google TOS" means the Google Cloud Platform Terms of Service at https://cloud.google.com/terms/.

1.9. "High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

1.10. "Instance" means a virtual machine instance, configured and managed by Customer, which runs on the Google Cloud Platform Services.

1.11. "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

1.12. "Premium Software" means Software which Google has described as "Premium Software" within the Google Cloud Platform Services and is subject to the Service Specific Terms, including, but not limited to: Anthos Products.

1.13. "Project" means a grouping of computing, storage, and API resources for Customer, and via which Customer may use the Google Cloud Platform Services.

1.14. "Services" means the Google Cloud Platform Services.

1.15. "Service Specific Terms" means the terms which are specific to each Google Cloud Platform Service and set forth at https://cloud.google.com/terms/service-terms as modified from time to time.

1.16. "SLAs" means the service level agreements applicable to the Google Cloud Platform solutions found at https://cloud.google.com/terms/sla/.

1.17. "Software" means any downloadable tools, software development kits, or other such proprietary computer software provided by Google in connection with the Google Cloud Platform Services, including Premium Software, which may be downloaded by Customer, and any updates Google may make to such Software from time to time.

1.18. "Third Party Content" means content made available to you by any third party via Insight or the Console in conjunction with the Services.

2. Terms of Sale and Terms of Use for Cloud Services

2.1. **Terms of Sale**. The purchase of the Services will be subject to Insight's Terms of Sale for Cloud Services as set forth at https://www.Insight.com/en_US/help/terms-of-sale-cloud-ips.html ("Insight Terms of Sale"), including, but not limited to, pricing (where applicable) will be set forth in the Google Cloud Platform console, tools or platform used by You to procure Services (the "Console"). For the avoidance of doubt, notwithstanding the presence or acceptance by Insight of any separate purchase order You may provide, to the extent such purchase order contains other terms, it will be for administrative purposes only and the parties agree that the governing terms and conditions shall be those set forth in this Agreement, unless otherwise agreed to in writing by Insight and You. If there is a conflict between the Insight Terms of Sale and any of the other documents that comprise the Agreement ("Conflicting Terms"), the terms of the Agreement ("Prevailing Terms") will take precedence over the Conflicting Terms solely with respect to Your use of the Google Cloud Platform Services. Moreover, the Prevailing Terms shall be construed as narrowly as possible to resolve the conflict while preserving as much of the Agreement as possible, including, but not limited to, preserving non-conflicting provisions contained within the same paragraph, section, or sub-section as the Conflicting Terms. Capitalized terms which are not defined in this Agreement shall have the meaning ascribed to them in the Insight Terms of Sale.

2.2. **Terms of Service**. The Services are provided by the Supplier and are subject to the Google TOS. Such terms, including any additional Supplier terms provided in this Agreement, will apply to Your access to and use of the Services. By provisioning Services through the Console, you represent, warrant and covenant that you will not use the Services unless You have agreed to the Google TOS.

2.3. **Your Account**. Once an account has been set up for you, Services may be enabled and provisioned by you via the Console. Use, reporting and invoicing of the Services are based on a consumption or actual use basis, as further described below. You will be invoiced for the Services you consume in accordance with usage reports provided by the Supplier.

2.4. **Third Party Content**. Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third-Party Content, your use of any Third-Party Content is at your sole risk.

3. Security and Data Privacy

3.1. **Your Content**. You are solely responsible for the development, content, operation, maintenance, and use of your Content such as, but not limited to: (a) compliance of your Content with the Acceptable Use Policy, the other Policies, and the law; (b) any claims relating to your Content; and (c) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that your Content violates such person's rights, including without limitation, notices pursuant to the Digital Millennium Copyright Act.

3.2. **Other Security and Backup**. You are responsible for properly configuring and using the Services and taking your own steps to maintain appropriate security, protection, and backup of your Content, which may include the use of encryption technology to protect your Content from unauthorized access and routine archiving your Content.

3.3. **Privacy Policy**. Google Cloud Platform Services are subject to Google's privacy policy located http://www.google.com/policies/privacy/ as modified from time to time.

4. Fees and Invoicing

4.1. **Fees**. If You exceed the usage limits, fee thresholds, Committed Units or any prepaid credits applicable to the Service, You agree to pay for the fees and charges for such over usage. For any extension of a Services subscription term or the provisioning of a Service upgrade, the then-current price will apply, unless otherwise mutually agreed in writing by You and Insight. Insight, may, from time to time in its sole discretion, change the fees it charges for the Service. Any increase in the fees will take effect at the beginning of the new subscription term. Insight will notify You of any such changes by updating the Console or sending notice by e-mail or regular mail.

4.2. **Invoicing/Payment**. Services used or enabled by you, including without limitation, any additions, reductions, increases or decreases in the per unit quantity of the Services used, will be invoiced on an actual use or consumption basis as measured and reported to Insight by Google. Google's records and usage reports are taken to be correct unless proven by you to be in error. Insight will invoice you monthly in arrears for the Services consumed in each preceding monthly billing period on an actual use or consumption basis as reported by Google. Unless otherwise agreed to in writing between the parties, you must pay all undisputed invoices in full within thirty (30) days of the invoice date. If You have purchased prepaid credits, You will be invoiced monthly against Your prepaid amount. You will have the option to either purchase additional increments of prepaid credits or default to consumption-based billing. Should You fail to purchase additional prepaid credits and Your usage exceeds Your prepaid credit amount, You agree to pay Insight for any and all amounts owed to Google for such over usage and You will continue to be invoiced on an actual use basis as reported to Insight by Google.

4.3. **Google Cloud Platform Service SLAs**. The Google Cloud Platform Services are more fully described at https://developers.google.com/cloud/services and are subject to the service level agreements found at https://cloud.google.com/terms/sla/. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER IN CONNECTION WITH ANY UNAVAILABILITY OF THE SERVICES OR BREACH OF THE SLA.

5. Term/Termination

5.1. **Agreement Term**. The "Term" of this Agreement will begin on the Effective Date and continue until the Agreement is terminated as set forth in this Section 5 of the Agreement.

5.2. **Termination for Breach**. Either party may terminate this Agreement for breach if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this

Agreement more than two times notwithstanding any cure of such breaches. In addition, Insight may terminate any, all, or any portion of the Services or Projects, if Customer meets any of the conditions in Section 9.2(i), (ii), and/or (iii).

5.3. **Termination for Inactivity**. Insight or Google reserves the right to terminate the provision of the Service(s) to a Project upon 30 days advance notice if, for a period of 60 days (i) Customer has not accessed the Admin Console or the Project has had no network activity; and (ii) such Project has not incurred any Fees for such Service(s).

5.4. **Termination for Convenience**. Customer may stop using the Services at any time. Customer may terminate this Agreement for its convenience at any time on prior written notice and upon termination, must cease use of the applicable Services. Insight may terminate this Agreement for its convenience at any time without liability to Customer.

5.5. **Effect of Termination**. If the Agreement is terminated, then: (i) the rights granted by one party to the other will immediately cease; (ii) all Fees owed by Customer to Insight are immediately due upon receipt of the final electronic bill; (iii) Customer will delete the Software, any Application, Instance, Project, and any Customer Data or Customer will transfer billing account direct to Google or a new service provider; and (iv) upon request, each party will use commercially reasonable efforts to return or destroy all Confidential Information of the other party.

6. Additional Required Terms

6.1. **Liability for Breach/Indemnity**. In addition to any liability Customer may have to Insight, Customer agrees that Customer will also be legally responsible directly to Google for any breach of these terms and conditions. Unless prohibited by applicable law, Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (a) regarding any Application, Project, Instance, Customer Data, or Customer trademark; or (b) regarding Customer's, or its end users', use of the Google Cloud Platform Services in violation of the Acceptable Use Policy. Google is a third party beneficiary to this Agreement with respect to the terms and conditions set forth herein.

6.2. **No Warranties**. EXCEPT AS EXPRESSLY SET FORTH IN THE SERVICE SPECIFIC TERMS FOR PREMIUM SOFTWARE, GOOGLE AND ITS SUPPLIERS DO NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.

6.3. **Intellectual Property Rights**. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and the Application or Project (if applicable), and Google owns all Intellectual Property Rights in the Google Cloud Platform Services and Software.

6.4. **Other Restrictions**. Customer will not, and will not allow third parties under its control to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract the source code of the Google Cloud Platform Services or any component thereof (except to the extent such restriction is expressly prohibited by applicable law); (b) use the Google Cloud Platform Services for High Risk Activities; (c) sublicense, resell, or distribute the Google Cloud Platform Services or any component thereof separate from any integrated Application; (d) use the Google Cloud Platform Services to create, train, or improve (directly or indirectly) a substantially similar product or service, including any other machine translation engine; (e) unless otherwise set forth in the Service Specific Terms, use the Services to operate or enable any telecommunications service or in connection with any Application that allows its end users to place calls or to receive calls from any public switched telephone network; (f) process or store any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the Department of State; or (g) unless expressly permitted to, use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA).

6.5. **Google Cloud Platform Terms of Use for Public Sector**. Customer acknowledges that use of the Google Cloud Platform Services provided through Insight is subject to the applicable Google Cloud Computing End User License Agreement for Public Sector, a current version of which is located at: https://www.carahsoft.com/application/files/3415/7685/7848/Google_Cloud_Master_General_Terms_US_Gov_GCP_12-20-2019.pdf.

6.6. **Acceptable Use Policy**. Customer will comply with the Acceptable Use Policy and ensure that its Applications, Projects, and Customer Data, and use thereof by its end users comply with the Acceptable Use Policy. Google reserves the right to review the Application, Project, and Customer Data to ensure Customer's compliance with the Acceptable Use Policy.

6.7. **Service Specific Terms**. Customer will comply with the Service Specific Terms.

6.8. **Terms Related to Anthos Products**. If Customer is purchasing Anthos Products, the following terms shall apply:

6.8.1. During the Term, or so long as Customer is purchasing Anthos Products under the pay-as-you-go model, Customer must purchase and maintain Google technical support in order to receive technical support for the Anthos Product directly from Google;

6.8.2. Customer may not, on behalf of a hyperscale public cloud provider, without Google's prior written consent, (a) conduct (directly or through a third party) any comparative or compatibility testing, benchmarking, or evaluation (each, a "Test") of the Anthos Products, or (b) disclose the results of any such Test.

BY SIGNING THIS AGREEMENT (OR ISSUING A PO IN LIEU OF SIGNATURE), YOU HEREBY CERTIFY THE FOLLOWING:

THAT (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS ORDER, (2) THAT YOU ACCEPT THIS ORDER AND ALL APPLICABLE TERMS AND CONDITIONS ON BEHALF OF CLIENT, AND (3) THAT YOU AGREE TO PAY FOR ALL ORDERS, CHANGES, AND/OR INCREASES IN USAGE SUBSEQUENTLY PROVISIONED BY YOU UNDER YOUR ACCOUNT.

Client	
By:	_____ *Authorized Representative*
Print Name:	
Title:	
Date:	

1. SCHEDULE A - FEES AND ADDITIONAL ORDER DETAILS

Fees:

All prices set forth in this Schedule A are estimates of monthly Services usage only. Customer is responsible for all actual Services charges accrued in accordance with Sections 4.1 and 4.2 of this Agreement.

Services Order Details:

Type or Description of Services	Price (based on estimated usage)	Notes

MICROSOFT AZURE ORDER FORM

Client Name: Client Account No:

Address:

Address:

Client Contact: Insight Contact:

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS ORDER FORM

- **PROVISIONING AND USE OF CLOUD SERVICES.** Insight performs the initial tenant set-up for Client, including adding Client's subscription and configuring Client's owner rights. Once a subscription has been created for Client, Cloud Services may be enabled and consumed by Client via the Microsoft Azure Services Portal. Use, reporting and invoicing of Cloud Services are based on a consumption or actual use model, as further described below. Client will be invoiced for Cloud Services consumed in accordance with usage reports provided by Microsoft.

- **TERM/TERMINATION.** Cloud Services start once provisioned by Insight on Client's behalf. Cloud Services are available on a month-to-month basis. Client can cancel the Cloud Services at any time by providing written notice. If Client terminates its use of Cloud Services, Client will remain responsible to Insight for the prior month's consumption and all accrued charges for such Cloud Services which will be billed in the next scheduled invoice.

- **FEES AND INVOICING.** Client agrees to pay the fees and charges for the Cloud Services as set forth in the provided price list at purchase, as may be amended from time to time. All future quantities used, enabled or consumed for purchased Cloud Services will be invoiced monthly in arrears on an actual use basis (i.e. "pay-as-you-go") as measured and reported to Insight by Microsoft. The unit purchase price (consumption rate) for each of the Cloud Services available to the Client will be made available for Client's review on a monthly basis. For any extension of a subscription term or the provisioning of a Cloud Service upgrade, the then-current price will apply, unless otherwise mutually agreed in writing by Insight and Client. Notwithstanding the foregoing, Insight may, from time to time and in its sole discretion, change the fees it charges all clients for the Cloud Service for reasons including, but not limited to, changes in Microsoft's pricing and changes to its channel partner programs.

- **AZURE RESERVATIONS (Azure Reserved VM Instances)(*Optional).** Client agrees that Azure Reservations purchases will be invoiced up-front, in full, for the entire term. All Azure Reservations have their own unique coverage period (not coterminous to any previous Azure Reservation purchase). No refunds will be granted once the Azure Reservations are provisioned and in use. *By executing this Order Form, Client agrees to pay the Azure Reservations fees listed below up-front on Client's first issued invoice*:

☐ **FORM OF PAYMENT.** Form of payment must be on file before Insight will provision the Cloud Services. All Cloud Services consumed leveraging this Agreement will automatically be billed to the selected form of payment. If a form of payment change is required, please call Insight Credit Card Services Department for assistance.

Net 30 Payment Terms unless You have a separate purchase agreement signed by both your company and Insight, in which case , the net terms of that separate agreement will govern

Credit Card Payment. Please provide last 4 digits of credit card

*Due to security and compliance standards we require clients to call our Credit Card Services Department at 800-INSIGHT and requesting the Credit Card Services department between the hours of 7:00 and 4:00 MST Monday – Friday to provide the full credit card information.

☐ **BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO INSIGHT'S "MICROSOFT CLOUD SOLUTION PROVIDER (CSP) AGREEMENT" WHICH IS INCORPORATED HEREIN BY REFERENCE AND GOVERNS YOUR ORDER FROM INSIGHT, LOCATED AT THE FOLLOWING URL:** https://www.insight.com/microsoft-csp-agreement-for-us-gov-community

☐ **BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO MICROSOFT'S TERMS OF USE (COLLECTIVELY, THE "MICROSOFT AGREEMENTS"). YOU SHALL BE SOLELY RESPONSIBLE FOR PERIODICALLY REVIEWING DESIGNATED URLS OR SUCCESSOR URLS OF MICROSOFT TO UNDERSTAND AND PERFORM IN ACCORDANCE WITH SUCH AMENDED OR OTHERWISE UPDATED MICROSOFT TERMS.**

1. The Microsoft Online Services Terms can found at: https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx

2. The Microsoft Customer Agreement is available from Client's tenant accessed through the Microsoft Online Services Portal; OR Client accepts the current applicable regional version of the Microsoft Customer Agreement available at: https://www.microsoft.com/licensing/docs/customeragreement

3. The Microsoft Azure Service Level Agreement can be found at: https://azure.microsoft.com/en-us/support/legal/sla

BY CHECKING THE ABOVE-REFERENCED BOXES, YOU UNDERSTAND AND AGREE TO EACH AND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT THAT ARE LEGALLY BINDING. YOU FURTHER AGREE THAT YOUR SIGNATURE ON THIS DOCUMENT IS AS VALID AS IF YOU SIGNED THE DOCUMENT IN WRITING.

By:	**By:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**
Email:	

PO Number (Optional):

Appendix C - Manufacturers, Publishers and Suppliers

Manufacturers, Publishers and Suppliers

#1 PC DIAGNOSTICS COMPANY
.COM SOLUTIONS
.VANTRONIX
/n software, inc.
@COMM
@XI COMPUTER
02 SOLUTIONS
0XDATA INC
1 BEYOND, INC
1 EDI SOURCE
1 Source Metrology Corp
1 TRIPPLITE
10000ft
101 AUDIO VIDEO INC
1099 EXPRESS.COM
1099 PRO, INC
10by8
10GEN INC
10GTEK TRANSCEIVERS
10TEC COMPANY
10to8
10ZIG TECHNOLOGY/BOSANOVA
123 SYNCHRONIZER
123PROPOSAL AUTOMATION SOFTWARE INC
128 CONSULTING LLC
12GHOSTS INC
16 SOFTWARE
1776 SOFTWARE
17a-4
1-800-BATTERIES/IGO
1E LTD
1PASSWORD
1SPATIAL INC
1STVISION INC
1VISION SOFTWARE
1WORLDSYNC INC
2 TECHNOLOGY PLACE
200
2020 TECHNOLOGIES
203 Trading - Acer Refurbs
203 Trading - Dell Refurbs
203 Trading - HPI Refurbs
203 Trading - Lenovo Refurbs
203 Trading - Microsoft Refurbs
203 Trading - Samsung Refurbs
203 Trading - Viewsonic Refurbs
22 CASES
22 MILES, INC (PENDING)
24U SOFTWARE
2BRIGHTSPARKS PTE LTD
2BrightSparks Pte. Ltd.
2conciliate Business Solutions AB
2D3 LIMITED
2E2
DigiDNA SARL
DigiEffects LLC
DIGIGRAM
DIGIKEY
DIGI-KEY CORPORATION
DIGILENT
DIGILIANT
DIGIMATION
DIGIMIND
DIGINEX
DIGIPEDE TECHNOLOGIES LLC
DIGIPORT
DIGIPOS SYSTEMS
DIGIPOWER
DIGISHUO
DIGISIGNER
DIGISTORE SOLUTIONS
DIGITAL ACCESSORIES CORPORATION
DIGITAL ACOUSTICS CORPORATION
DIGITAL AIRWARE
DIGITAL ANARCHY
DIGITAL ANTENNA, INC.
DIGITAL ATLANTIC CORP
Digital Audio Corp
DIGITAL BLUE INC.
DIGITAL CANAL
DIGITAL CHECK CORP
DIGITAL COMBUSTION INC
DIGITAL CONCEPT
DIGITAL CONFIDENCE LTD
DIGITAL CREATION
Digital Data Services, Inc.
DIGITAL DECK COVERS
DIGITAL DETECTIVE GROUP
DIGITAL DETECTIVE GROUP LTD
DIGITAL DISPLAY SYSTEMS, INC.
DIGITAL ELEMENT
DIGITAL FILM TOOLS
DIGITAL FILMWORKS
Digital Fuel SV LLC
DIGITAL GUARDIAN INC
DIGITAL IMAGE SOLUTIONS SINGAPORE
DIGITAL INNOVATIONS
DIGITAL INTELLIGENCE INC.
DIGITAL JUICE
DIGITAL LIFESTYLE OUTFITTERS
DIGITAL LOGGERS INC
DIGITAL METAPHORS
DIGITAL METROLOGY SOLUTIONS
DIGITAL NETRIX
DIGITAL NETWORKS
DIGITAL PERIPHERAL SOLUTIONS, INC.
DIGITAL PERSONA
DIGITAL PRODUCT
LANGSDOM
LANGUAGE ENGINEERING COMPANY
LANGUAGE LINE SOLUTIONS
LANIER
LANNER INC
LANPARTE
LANSA INC
LAN-SECURE NETWORKS
LANSHACK
Lansweeper
LANSYST LTD
LANTERIA LLC
LANTRONIX
LAPCABBY
LAPLINK SOFTWARE
LAPLINK.COM
LAPP TANNEHILL
LAPTOP CHARGER FACTORY
LAPTOP SERVICE CENTER LLC
LAPWORKS
LARCOM & YOUNG
LARS SAMS
LARSCOM
LARSEN ANTENNAS
LARSON SOFTWARE TECHNOLOGY
LARSON SOFTWARE TECHNOLOGY 2002
LASALLE TECHNOLOGIES
LASCAR ELECTRONICS
LASCO
LASER RECHARGE
LASERFICHE
LaserPecker
LASERSOFT IMAGING, INC.
LASITU
LASKO PRODUCTS
LASTAR, INC.
LASTBIT CORP
LASTPASS
LASUNEY
LATENIGHT SOFTWARE LTD
LATERALWORKS
Latest Solutions USA
LATITUDE GEOGRAPHICS
LATITUDE LEARNING
LATTICE SEMICONDUCTOR
LATTIX INC
LAUBLAB KG
LAUBRASS INC
LAUDONTECH SOLUTIONS INC
LAUNCH 3 VENTURES LLC COMPANY
LAUNCHDARKLY
LAUNSBY CONSULTING
Laurel Bridge Software, Inc.
Lauren Innovations
SAALFELD
Saba Software
SABERLOGIC INC
SABRENT
SACHLTER
SACRAMENTO COMPUTER POWER INC
SADA SYSTEMS INC
SAE
SAFARI BOOKS ONLINE LLC
SAFCO
SAFE HARBOR COMPUTERS
SAFE SECURITIES INC
SAFE SOFTWARE
SAFE TREK INC
SAFE TYPE, INC
SAFECONSOLE
SAFECORE, INC.
SAFEGUARD
SAFEND
SAFENET, INC.
Safepass.me
SAFER NETWORKING LTD
Safe-T Data
SAFETY INNOVATIONS
SAFETY INSPECTION SOLUTIONS LLC
SAFETY SOFTWORKS
SAFETY TECHNOLOGY INTERNATIONAL
SAFETY TECHNOLOGY INTERNATIONAL INC
Safety Videos
SAFEWARE THE INSURANCE AGENCY INC
Safran Software Solutions AS
Saft
SAGAXSOFT
SAGE GROUP
SAGE PUBLICATIONS
SAGE SOFTWARE
SAGEKEY SOFTWARE
SAGELAMP SOLUTIONS INC
SageMath
SAGEM-INTERSTAR
SAGER NOTEBOOK COMPUTER
SAGITTA HPC
SAHARA CASES LLC
SAICOO
SAILPOINT TECHNOLOGIES
SainSmart
SAINT CORPORATION
SAISON INFORMATION SYSTEMS CO.,LTD
SAITECH IT PRIVATE LIMITED
SAITEK INDUSTRIES
SAKAR
SAKETA
SAL JOHNSON & ASSOCIATES INC
SALAMANDER DESIGNS LTD

Manufacturers, Publishers and Suppliers

2FA, INC.
2FLYER
2N USA LLC
2ND QUADRANT INC
2POINT
2Ring
2-SEC LTD
2X SOFTWARE LLC
2X SOFTWARE LTD
3 LEGGED THING
3000AD SYSTEMS PTY LTD
321DONE
352 INC
360WORKS
37 SIGNALS LLC
3AM SYSTEMS LTD
3C CAD INC
3COM
3CORE SOFTWARE
3CX
3D CONTROL SYSTEMS INC
3D IO GMBH
3D ISSUE
3D LASER ADVANTAGE INC
3D NATURE LLC
3D RAPID PRINTS
3D SYSTEMS, INC.
3D To All
3D3 SOLUTIONS LTD.
3DBear Inc
3DCADCO INC
3D-COAT
3DCONNEXION
3DI INC
3D-KSTUDIO.COM
3DLABS
3DQUAKERS.com
3DStudio.nl
3D-TOOL
3DVISTA ESPANA SL
3EYE TECHNOLOGIES
3I'S INC
3M COMPANY
3M TOUCH SYSTEMS
3P Learning Inc.
3PAR
3RP
3SL
3T SOFTWARE LABS GmbH
3WARE
3XLOGIC
4 DEGREES
42GEARS MOBILITY SYSTEMS
45 DRIVES MANUFACTURING
Digital Projection, Inc.
DIGITAL PROTOTYPE SYSTEMS INC
DIGITAL RAPIDS CORPORATION
Digital Reasoning
DIGITAL RIVER
Digital Science & Research
DIGITAL SECURITY CONTROLS
Digital Shadows Inc
Digital Signature Software
DIGITAL SPECTRUM SOLUTIONS, INC.
DIGITAL SPEECH SYSTEMS
DIGITAL STORAGE
Digital Storm
DIGITAL SURF
DIGITAL TIGERS
Digital Transforms
DIGITAL TRANSITIONS
DIGITAL WATCHDOG
Digital Workplace Forum Group
DIGITAL.AI SOFTWARE, INC.
DIGITALINX
DIGITALLINK
DIGITALML USA INC
DIGITALOFFICEPRO INC
DIGITALSTORAGE
DIGITALVOLCANO SOFTWARE LTD
DIGITALVOLCANO SOFTWARE LTD.
Digite Inc.
DIGITECH SYSTEMS
DIGITEK COMPUTER PRODUCTS
DIGITIZE DESIGNS LLC
DIGITIZEIT
DIGITTRADE GMBH
Digitus Biometrics, Inc.
DIGITZONE
DIGIUM
DIGSELL
DIGSILENT GMBH
DILIGENT CORPORATION
DIMASTR
DIMENSION 5
DIMENSIONAL SOLUTIONS INC
DIMPLE SOFTWARE
Dinamenta
DINAMO GMBH
DINCLOUD
DINKUMWARE
DINO SOFTWARE
DINOLITE
DINSPACE
DI-O-MATIC
DIPL-ING. MARTIN AIGNESBERGER
DIRAD TECHNOLOGIES INC
DIRECT BUSINESS TECHNOLOGIES LLC
LAUTERBACH INC
LAVA COMPUTER MANUFACTURING
LAVALIER
LAVASOFT
LAVASTORM ANALYTICS INC
LAVIEW EAGLE EYE TECHNOLOGY
LAVKOW
LAW ENFORCEMENT SUPPLY
LAWVU LIMITED
LAYER 2 GMBH
LAYERED SOLUTIONS
Layout Editor
LAYOUT LIMITED
LAYTON TECHNOLOGY
LAZA WIRELESS LLC
LBM SYSTEMS
LC TECHNOLOGY INTERNATIONAL
L-COM, INC.
LCPtracker
LD PRODUCTS
LDAP SERVICES *USE LDAPSOFT
LDAPSOFT
LDAPSOFT CORPORATION
LDRA SOFTWARE TECHNOLOGY
LE CROZZ
LEA Professional
LEAD TECHNOLOGIES INC
LEADER TECHNOLOGY
LEADERSHIP INFUSION LLC
LEADING MARKET TECHNOLOGIES INC
LEADS ONLINE LLC
LEADTEK
LEADTHEM CONSULTING , LLC
LEAN ENTERPRISE SOFTWARE SOLUTIONS
LEAN SOFTWARE LTD
LEANIX INC
LEANKIT INC
LEAP MOTION, INC.
LEAPFROGBI
LEAPWORK
LEARN IT INC
LEARNING A-Z LLC
LEARNING COMPANY
LEARNING SEED
Learning Tree International
LEARNINGWARE, INC
LEARNITURE FURNITURE
LEARNKEY
LEARNPORT INC.
LEARNPULSE SAS
LEARNQUEST
LEASE ACCELERATOR INC
LEASEQUERY LLC
LEATHERMAN TOOL GROUP INC
SALARY.COM
SALEAE LLC.
SALES BEACON
SALESEDGE LLC
SALESFORCE
SALFORD SYSTEMS
SALIENT PROCESS INC
SALIENT STILLS INC
SALT
SALTED SERVICES
SALTER BRECKNELL
SALTSTACK HEADQUARTERS
SALTY BRINE SOFTWARE
SAM R REDDY DBA EVAP CONSULTING INC
SAMANAGE USA INC
SAMDESK
SAMETOP
SAMLEX AMERICA, INC.
SAMPLE MAGIC LTD
SAMPO
SAMS PUBLISHING
SAMSARA NETWORKS
SAMSILL CORPORATION
SAMSON TECHNOLOGIES CORP.
SAMSONITE
SAMSUNG
SAMSUNG ELEC
SAMSYS TECHNOLOGIES
SAMYS CAMERA INC
SAN DIEGO CAD CAM
SAN JAMAR
SANA SECURITY
SANBOLIC INC
SANDBOXIE
SANDERSON FORENSICS LTD
SANDHILL CONSULTANTS USA LTD
SANDISK
SANDSTORM
SANDUSKY CABINETS
SANDY KNOLL SOFTWARE
SANDY LISA
SANFACE SOFTWARE
SANFORD
SANGEAN
SANGOMA
SANHO
SANITECH
SANKEN MICROPHONE CO. LTD.
SANMAR CORP
SANMINA CORPORATION
SANNET SOLUCIONES LLC
SANOXY
SANRAD, INC.
SANS DIGITAL

Manufacturers, Publishers and Suppliers

4BITS
4CABLING.COM.AU
4CLICKS SOLUTIONS, LLC
4D PAYMENTS INC
4D Systems
4D TECHNOLOGIES
4D, INC
4IMPRINT INC
4M
4N6 FANATICS.COM LLC
4N6XPRT
4TEAM
4TOPS
4URPC
4WHAT INTERACTIVE
4WinKey.
4XEM CORP.
5000FISH INC
508 SOFTWARE LLC
51 DEGREES.MOBI LTD
52 Stairs Studio Inc
5G AUTOMATIKA
5NINE SOFTWARE INC
5S SUPPLY
5SPICE
5TOUCH SOLUTIONS INC
5X TECHNOLOGY LLC
6 WUNDERKINDER GMBH
65BIT SOFTWARE LIMITED
74MPH SOLUTIONS
7EDIT
7PACE
7Signal
84 CODES AB
8E6 TECHNOLOGIES
8TH WALL, INC.
8X8 INC.
90 METER INC
911inform
919LABS
986 LABS INC
9LINE SOFTWARE LLC
9RAYS.NET
A B SCIEX
A BETTER SOLUTION INC
A Cloud Guru
A TO B SOLUTIONS
A!K RESEARCH LABS
A&B
A&B SOFTWARE LLC
A&H SOFTWARE HOUSE
A&I SOLUTIONS INC
A.I. SOLUTIONS INC
A.V. SIMULATION SAS
DIRECT TECHNOLOGY GROUP
DIRECTIONS ON MICROSOFT
DIRECTORY SOLUTIONS GROUP
DIRECTORY WIZARDS
DIRECTV, LLC
DISC MAKERS
DISC SOFT
DISCMASTERS
DISCOURSE ANALYTICS
Discover Headsets
DISCOVER TECHNOLOGIES
DISCREETFX
DISCUS SOFTWARE COMPANY
DISKINTERNALS RESEARCH
DISKOLOGY
DISPATCHING SOLUTIONS INC
DISPLAY IMPORTER
DISPLAY WERKS
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Appendix D - Dun and Bradstreet Report 2022

D&B Finance Analytics

Printed By: Cameo Peralta

Date Printed:04/26/2022

LIVE REPORT

INSIGHT ENTERPRISES, INC.

Tradestyle(s): INSIGHT

ACTIVE HEADQUARTERS

D-U-N-S Number: 87-638-3589
Phone: +1 (480) 333-3000

Address: 2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az, Chandler, AZ, 85286, United States Of America
Web: www.insight.com
Endorsement: cxperalt@insight.com
Exclude from Portfolio Insight:

Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name	Current Status	Details
PAYDEX® ↑	78	3 days beyond terms
Delinquency Score ↑	79	Low to Moderate Risk of severe payment delinquency.
Failure Score ↓	44	Moderate Risk of severe financial stress.
D&B Viability Rating	1 2 A A	View More Details
Bankruptcy Found	N	
D&B Rating	5A3	5A indicates 50 million and over, Credit appraisal of 3 is fair

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms
1 Days

3 Months
From Feb-22 to Apr-22

1

High Risk (120+) Low Risk (0)

Days Beyond Terms Past 3 months : 1

Low Risk:0 ; High Risk:120+

Dollar-weighted average of 36 payment experiences reported from 13 companies.

PAYDEX® TREND CHART

This Company Industry Benchmark

ALERTS

There are no alerts for this D-U-N-S Number.

OWNERSHIP

Subsidiaries	Branches	Total Members
34	15	250

This company is a Global Ultimate, Domestic Ultimate, Headquarters, Parent.

	Global Ultimate	Domestic Ultimate
Name	INSIGHT ENTERPRISES, INC.	INSIGHT ENTERPRISES, INC.
Country	UNITED STATES	UNITED STATES
D-U-N-S	87-638-3589	87-638-3589
Others	-	-

DELINQUENCY SCORE (Formerly Commercial Credit Score)

Company's Risk Level

LOW-MODERATE

Probability of delinquency over the next 12 months

2.69 %



Past 12 Months

Low Risk

High Risk

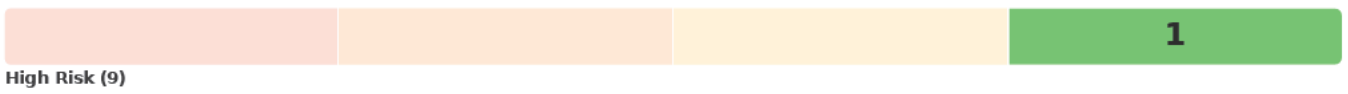
D&B PAYDEX - 3 MONTHS



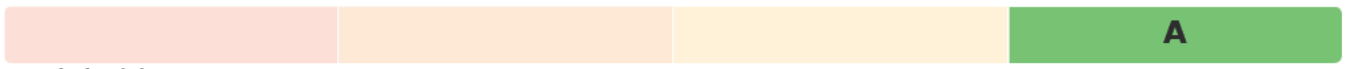
3 days beyond terms

VIABILITY RATING SUMMARY

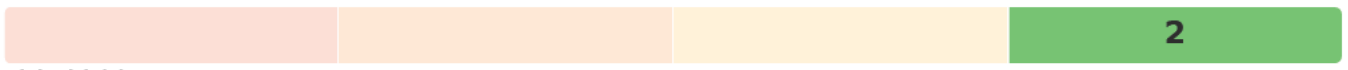
Viability Score



Data Depth Indicator



Portfolio Comparison



Financial Data	Available
Trade Payments	Available: 3+Trade
Company Size	Large: Employees:50+ or Sales: $500K+
Years in Business	Established

COMPANY PROFILE

D-U-N-S 87-638-3589	**Mailing Address** UNITED STATES	**Annual Sales** 9,436,113,000
Legal Form Corporation (US)	**Telephone** +1 (480) 333-3000	**Net Worth** 1,509,227,000
History Record Clear	**Website** www.insight.com	**Employees** 11,006
Date Incorporated 06/04/1991	**Present Control Succeeded** 1988	**Age (Year Started)** 34 Years (1988)
State of Incorporation DELAWARE		**Named Principal** Kenneth T Lamneck, PRES-CEO
Ownership		**Line of Business**

Public: NSIT(NGS)

Computer related services

SIC

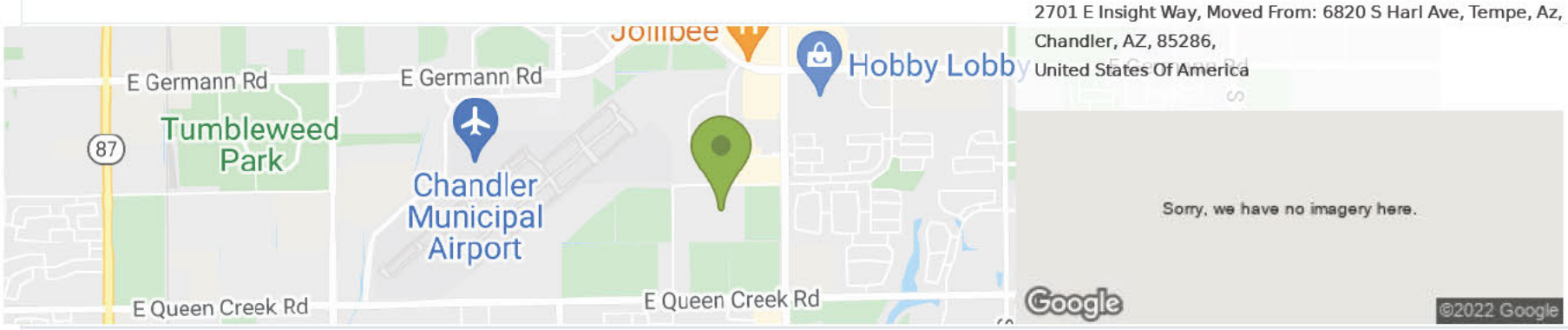
73790200

NAICS

541512

Street Address:

2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az, Chandler, AZ, 85286,
United States Of America



STOCK PERFORMANCE

Symbol	Last Price	Change	% Change
NSIT	**98.82**	**-2.66 ↓**	**-2.62%**

History		Performance	
Daily High	101.28	Market Cap	3,465,855,062
Daily Low	98.81	P/E:	16.60
52-Week High	111.02	EPS:	5.95
52-Week Low	88.28	Div/Yield	5.95

WEB & SOCIAL POWERED BY FIRSTRAIN

- Royce & Associates LP Has $15.75 Million Holdings in Insight Enterprises, Inc. (NASDAQ:NSIT) MR Modern Readers 23-Apr-2022
- Insight Enterprises, Inc. to Report First Quarter 2022 Financial Results on May 5, 2022 Business Wire, Inc. 21-Apr-2022
- Auckland Council group-buy rattles Microsoft license market Reseller News 19-Apr-2022
- Insight appoints Sumana Nallapati as Chief Information Officer IT Business 18-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Post Quarterly Sales of $2.41 Billion ETF Daily News 17-Apr-2022
- $2.41 Billion in Sales Expected for Insight Enterprises, Inc. (NASDAQ:NSIT) This Quarter Defenseworld.net 17-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Post Earnings of $1.60 Per Share WKRB Financial News 15-Apr-2022
- Insight Wins VMware North America 2022 Partner Value Award Business Wire, Inc. 14-Apr-2022
- Zacks Investment Research Downgrades Insight Enterprises (NASDAQ:NSIT) to Hold Defenseworld.net 14-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Announce Earnings of $1.60 Per Share ETF Daily News 13-Apr-2022

Load More

NOTES

Add Note

No notes is available for this D-U-N-S Number.

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Small Business Risk Insight

ACCOUNT SUMMARIES

Total Current Balance

Total Past Due

Total Past Due Cycle 1

Total Past Due Cycle 2

Total Past Due Cycle 3

Total Past Due Cycle 4

Total Past Due Cycle 5

Total Charge Off Amount

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
No data found															

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **LIKELIHOOD-OF-CONTINUED-OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

US$ 5,300,000

The recommended limit is based on a moderately low probability of severe delinquency.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score
Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked **1** have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked **1: 0.3 %**
- Across all US businesses, the average probability of becoming no longer viable:**14 %**

Portfolio Comparison
Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Available Financial Data**
- Level of Risk:**Low Risk**
- Businesses ranked **2** within this model segment have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked **2** with this model segment: **14 %**
- Within this model segment, the average probability of becoming no longer viable:**0.6 %**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: **True**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: $500K+**
- Years in Business: **Established: 5+**

A

Financial Data	Trade Payments	Company Size	Years in Business
True	Available: 3+Trade	Large	Established

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE



- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- UCC Filings reported
- High number of enquiries to D&B over last 12 months
- Evidence of open judgments

Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
Moderate	**1471**	**0.27 %**	**0.48**	**3**

Business and Industry Trends



BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	44
Region:(MOUNTAIN)	33
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(500-2300000)	53
Years in Business:(26+)	81

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE



- Higher risk industry based on delinquency rates for this industry
- Proportion of slow payments in recent months
- Proportion of past due balances to total amount owing
- Evidence of open judgments

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
Low-Moderate	**546**	**2.69 %**	**10.2 %**	**2**

Business and Industry Trends



BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	79
Region:(MOUNTAIN)	29

Norms	National %
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(500-2768886)	76
Years in Business:(26+)	69

D&B PAYDEX

78

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 3 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78
Equals 3 Days Beyond Terms

D&B 3 MONTH PAYDEX

78

High Risk (1) Low Risk (100)

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 3 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
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Industry Median 78
Equals 3 Days Beyond Terms

Business and Industry Trends

7379 - Computer related services

△ PAYDEX ⬚ Industry Lower Quartile ◔ Industry Median Quartile ✳ Industry Upper Quartile

Equals

D&B RATING

Current Rating as of 02/26/2019

Financial Strength
5A : USD 50,000,000 and over in Net Worth or Equity

Risk Indicator
3 : Moderate Risk

Previous Rating

Financial Strength
5A : US$ 50,000,000 and over in Net Worth or Equity

Risk Indicator
2 : Low Risk

History since 02/26/2010

Date Applied	D&B Rating
11/09/2018	5A2
08/15/2018	5A3
08/03/2018	5A2
05/07/2018	5A3
03/02/2018	5A2

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour
3
Days Beyond Terms

Highest Now Owing:
US$ 30,000,000

% of Trade Within Terms
62%

Total Trade Experiences:
90
Largest High Credit:
US$ 30,000,000
Average High Credit:
US$ 701,116

Highest Past Due
US$ 1,000,000

Total Unfavorable Comments :
0
Largest High Credit:
US$ 0

Total Placed in Collections:
0
Largest High Credit:
US$ 0

D&B PAYDEX

78

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 3 days beyond terms

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Equals 3 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

7379 - Computer related services

△ PAYDEX ⬚ Industry Lower Quartile ◔ Industry Median Quartile ✳ Industry Upper Quartile

	5/20	6/20	7/20	8/20	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	Current 2022
This Business	77	76	77	77	77	78	77	77	78	78	78	78	78	78	78	78	78	78	78	77	77	78	78	78
Industry Quartile																								
Upper	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-
Median	-	78	-	-	79	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-
Lower	-	70	-	-	70	-	-	69	-	-	69	-	-	69	-	-	70	-	-	70	-	-	70	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	18	US$ 47,850,000	95
50,000 - 99,999	2	US$ 120,000	50
15,000 - 49,999	10	US$ 275,000	63
5,000 - 14,999	13	US$ 105,000	62
1,000 - 4,999	11	US$ 23,000	72
Less than 1,000	15	US$ 4,050	47

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
27 - Printing, Publishing and Allied Industries	1	10,000	100	0	0	0	0
2711 - Newspaper-print/publ	1	10,000	100	0	0	0	0
35 - Industrial and Commercial Machinery and Computer Equipment	4	2,500	93	7	0	0	0
3579 - Mfg misc office eqpt	3	750	86	14	0	0	0
3585 - Mfg refrig/heat equip	1	2,500	100	0	0	0	0
36 - Electronic and other electrical equipment and components except computer equipment	2	10,000	50	0	0	0	50
3629 - Mfg elect indus equip	1	10,000	0	0	0	0	100
3674 - Mfg semiconductors	1	50	100	0	0	0	0
45 - Transportation by Air	1	100	0	0	0	0	100
4513 - Air courier service	1	100	0	0	0	0	100
47 - Transportation	2	1,000	17	0	33	17	33

Services							
4731 - Arrange cargo transpt	2	1,000	17	0	33	17	33
48 - Communications	7	40,000	59	0	0	41	0
4813 - Telephone communictns	7	40,000	59	0	0	41	0
50 - Wholesale Trade - Durable Goods	16	30,000,000	78	0	7	2	13
5045 - Whol computers/softwr	9	2,000,000	63	0	27	9	1
5065 - Whol electronic parts	5	30,000,000	99	1	0	0	0
5064 - Whol appliances	1	8,000,000	100	0	0	0	0
5063 - Whol electrical equip	1	30,000	50	0	0	0	50
51 - Wholesale Trade - Nondurable Goods	2	10,000	55	0	45	0	0
5113 - Whol service paper	2	10,000	55	0	45	0	0
60 - Depository Institutions	7	1,000,000	100	0	0	0	0
6021 - Natnl commercial bank	7	1,000,000	100	0	0	0	0
61 - Nondepository Credit Institutions	2	750,000	100	0	0	0	0
6153 - Short-trm busn credit	1	750,000	100	0	0	0	0
6159 - Misc business credit	1	20,000	100	0	0	0	0
73 - Business Services	10	1,000,000	26	19	0	0	39
7372 - Prepackaged software	5	250,000	7	61	1	0	31
7373 - Computer system desgn	1	1,000,000	50	50	0	0	0
7374 - Data processing svcs	1	100,000	0	0	0	0	100
7371 - Custom programming	1	100,000	100	0	0	0	0
7359 - Misc equipment rental	1	250	0	0	0	0	100
7389 - Misc business service	1	0	0	0	0	0	0
75 - Automotive Repair, Services and Parking	2	10,000	25	25	25	0	25
7514 - Passenger car rental	2	10,000	25	25	25	0	25
87 - Engineering Accounting Research Management and Related Services	2	50,000	25	0	0	25	0
8734 - Testing laboratory	1	50,000	50	0	0	50	0
8748 - Business consulting	1	0	0	0	0	0	0
91 - Executive Legislative and	2	5,000	100	0	0	0	0

General Government except Finance							
9111 - Executive office	2	5,000	100	0	0	0	0
93 - Public Finance Taxation and Monetary Policy	6	5,000	100	0	0	0	0
9311 - Public finance	6	5,000	100	0	0	0	0
96 - Administration of Economic Programs	1	100	100	0	0	0	0
9611 - Admin economic prgm	1	100	100	0	0	0	0
99 - Nonclassifiable Establishments	4	15,000	100	0	0	0	0
9999 - Nonclassified	4	15,000	100	0	0	0	0

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
04/22	Pays Promptly	N30	10,000	0	0	1
03/22	Pays Promptly	-	30,000,000	30,000,000	1,000,000	1
03/22	Pays Promptly	-	8,000,000	8,000,000	400,000	1
03/22	Pays Promptly	-	900,000	600,000	0	1
03/22	Pays Promptly	N30	100,000	35,000	0	1
03/22	Pays Promptly	-	100,000	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	20,000	7,500	100	1
03/22	Pays Promptly	-	15,000	0	0	Between 6 and 12 Months
03/22	Pays Promptly	-	15,000	0	0	Between 6 and 12 Months
03/22	Pays Promptly	-	7,500	7,500	0	1
03/22	Pays Promptly	-	1,000	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	750	750	0	1
03/22	Pays Promptly	-	250	0	0	Between 6 and 12 Months
03/22	Pays Promptly	N30	50	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	0	0	0	1
03/22	Pays Prompt to Slow 30+	-	600,000	0	0	1
03/22	Pays Prompt to Slow 30+	-	25,000	10,000	0	1
03/22	Pays Prompt to Slow 30+	-	50	0	0	1
03/22	Pays Prompt to Slow 60+		2,000,000	30,000	30,000	1
03/22	Pays Prompt to Slow 60+	-	10,000	10,000	0	1
03/22	Pays Prompt to Slow 60+	-	10,000	5,000	100	1
03/22	Pays Prompt to Slow 60+	-	500	500	100	1
03/22	Pays Prompt to Slow 90+	N30	700,000	400,000	400,000	Between 2 and 3 Months
03/22	Pays Prompt to Slow 90+	-	25,000	0	0	1
03/22	Pays Prompt to Slow 120+	-	70,000	35,000	30,000	1
03/22	Pays Prompt to Slow 120+	-	30,000	0	0	Between 6 and 12 Months
03/22	Pays Slow 30+	-	100,000	100,000	100,000	1
03/22	Pays Slow 60+	-	2,500	0	0	Between 6 and 12 Months
03/22	Pays Slow 120+	-	100,000	100,000	100,000	-
03/22	Pays Slow 30 120+		10,000	1,000	50	1
03/22	Pays Slow 120+	-	250	250	250	-

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
03/22	Pays Slow 120+	-	100	0	0	Between 6 and 12 Months
03/22	-	Cash account	250	0	0	1
03/22	-	Cash account	250	0	0	Between 6 and 12 Months
03/22	-	Cash account	100	0	0	Between 2 and 3 Months
03/22	-	Cash account	100	0	0	1
03/22	-	Cash account	50	0	0	Between 6 and 12 Months
03/22	-	Cash account	50	0	0	1
03/22	-	Cash account	50	0	0	1
03/22	-	Cash account	0	0	0	Between 6 and 12 Months
02/22	Pays Promptly	-	1,000,000	1,000,000	0	1
02/22	Pays Promptly	-	750,000	300,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	100	0	0	Between 6 and 12 Months
02/22	Pays Prompt to Slow 60+	-	40,000	0	0	Between 4 and 5 Months
02/22	Pays Prompt to Slow 90+	-	50,000	50,000	45,000	1
02/22	Pays Prompt to Slow 90+	-	500	0	0	Between 6 and 12 Months
01/22	Pays Promptly	-	5,000	0	0	1
01/22	Pays Promptly	-	2,500	0	0	1
01/22	Pays Slow 60-120+	-	1,000	0	0	Between 6 and 12 Months
12/21	Pays Promptly	-	100	0	0	Between 6 and 12 Months
12/21	-	Cash account	50	0	0	1
11/21	-	Cash account	50	0	0	Between 6 and 12 Months
10/21	-	Cash account	50	0	0	1
09/21	-	Cash account	50	0	0	Between 2 and 3 Months
09/21	-	Cash account	50	0	0	Between 2 and 3 Months
08/21	Pays Promptly	-	20,000	0	0	Between 6 and 12 Months
08/21	Pays Promptly	-	0	0	0	Between 4 and 5 Months
07/21	Pays Promptly	-	5,000	0	0	1
07/21	Pays Promptly	-	5,000	0	0	1
07/21	Pays Promptly	-	2,500	0	0	1
07/21	Pays Promptly	-	2,500	0	0	1
07/21	Pays Slow 60+	-	250	0	0	Between 6 and 12 Months
05/21	Pays Promptly	-	10,000	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	40,000	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	2,500	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	1,000	0	0	Between 2 and 3 Months
05/21	Pays Slow 120+	-	10,000	0	0	Between 6 and 12 Months
05/21	-	Cash account	50	0	0	1
04/21	-	Cash account	50	0	0	1
02/21	Pays Slow 90+	-	100	100	100	-
12/20	Pays Promptly	-	7,500	0	0	Between 6 and 12 Months
12/20	Pays Prompt to Slow 30+	-	45,000	0	0	1
12/20	Pays Slow 30-120+	-	250,000	30,000	20,000	1
09/20	Pays Slow 60+	N30	10,000	0	0	Between 6 and 12 Months
07/20	Pays Promptly	-	2,500	2,500	0	1
05/20	Pays Prompt to Slow 30+	-	1,000,000	0	0	Between 2 and 3 Months
04/20	Pays Promptly	-	2,500	0	0	1

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	18	US$ 1,350
Payment record unknown	1	US$ 1,000
Unfavorable comments	0	US$ 0
Placed for collections	0	US$ 0
Total in D&B's file	90	US$ 48,379,400

Corporate Linkage

Increase your understanding of the links and risks between your customers and suppliers with D&B's Interactive Global Family Tree

SUBSIDIARIES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
ENSYNCH, INCORPORATED	TEMPE , Arizona	05-165-4379
INSIGHT NORTH AMERICA, INC.	TEMPE , Arizona	09-473-3862
SOFTWARE SPECTRUM, INC.	PLANO , Texas	10-259-5865
INSIGHT DIRECT USA, INC.	CHANDLER , Arizona	15-755-2118
PCM, INC.	EL SEGUNDO , California	18-108-7842
INSIGHT TECHNOLOGY SOLUTIONS, LLC	BOWIE , Maryland	05-231-1607
BLUEMETAL ARCHITECTS, INC.	WATERTOWN , Massachusetts	96-586-9675
INSIGHT RECEIVABLES, LLC	BLOOMINGDALE , Illinois	07-849-4005
INSIGHT DIRECT USA, INC.	HANOVER PARK , Illinois	08-113-2421
CALENCE, LLC	TEMPE , Arizona	07-095-9459
INSIGHT DIRECT WORLDWIDE, INC.	TEMPE , Arizona	07-869-3931
INSIGHT GLOBAL FINANCE, INC.	TEMPE , Arizona	82-869-3478
DATALINK HOLDING LLC	TEMPE , Arizona	11-726-0326
DATALINK NEVADA LLC	TEMPE , Arizona	11-726-0329
INSIGHT STADIUM SERVICES, LLC	TEMPE , Arizona	11-727-3767
CALENCE PHYSICAL SECURITY SOLUTIONS, LLC	TEMPE , Arizona	11-726-9176
INSIGHT CONSULTING SERVICES, LLC	MEDFORD , New Jersey	04-749-3391
MV SUB, INC.	TEMPE , Arizona	11-731-3941
CARDINAL SOLUTIONS GROUP-FLORIDA, LLC	TEMPE , Arizona	11-732-0088
CARDINAL SOLUTIONS GROUP-TENNESSEE, LLC	TEMPE , Arizona	11-732-0091
CARDINAL SOLUTIONS GROUP-GEORGIA, LLC	TEMPE , Arizona	11-732-0090
STI ACQUISITION	TEMPE , Arizona	11-731-6884
INSIGHT RECEIVABLES HOLDING, LLC	ADDISON , Illinois	11-739-3170

EN POINTE TECHNOLOGY SALES, LLC	TEMPE , Arizona	11-821-8102
INSIGHT DIRECT PHILIPPINES, LLC	TEMPE , Arizona	11-837-7108

This list is limited to the first 25 subsidiaries.

SUBSIDIARIES (INTERNATIONAL)

Company	City , Country or Region	D-U-N-S® NUMBER
INSIGHT ENTERPRISES UK LIMITED	SHEFFIELD , UNITED KINGDOM	22-049-5803
Insight Holding (Deutschland) GmbH	Garching b. München , GERMANY	32-983-1940
SSI (BRITAIN) LIMITED.	SHEFFIELD , UNITED KINGDOM	37-894-5612
Insight Technology Solutions AG	WALLISELLEN , SWITZERLAND	48-091-3982
INSIGHT TECHNOLOGY SOLUTIONS SAS	VELIZY VILLACOUBLAY , FRANCE	77-614-7852

BRANCHES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
INSIGHT ENTERPRISES, INC.	ADDISON , Illinois	80-674-6983
INSIGHT ENTERPRISES, INC.	EASTON , Connecticut	79-766-8824
INSIGHT ENTERPRISES, INC.	ARVADA , Colorado	80-130-8235
INSIGHT ENTERPRISES, INC.	NEW YORK , New York	86-106-4413
INSIGHT ENTERPRISES, INC.	TEMPE , Arizona	07-869-2460
INSIGHT ENTERPRISES, INC.	EDINA , Minnesota	03-670-7575
INSIGHT ENTERPRISES, INC.	COLUMBUS , Ohio	11-655-7789
INSIGHT ENTERPRISES, INC.	EDEN PRAIRIE , Minnesota	11-676-1884
INSIGHT ENTERPRISES, INC.	BAYTOWN , Texas	06-403-5147
INSIGHT ENTERPRISES, INC.	WELLINGTON , Florida	03-451-6918
INSIGHT ENTERPRISES, INC.	MCALLEN , Texas	07-498-1005
INSIGHT ENTERPRISES, INC.	VERNON , Connecticut	01-534-3486
INSIGHT ENTERPRISES, INC.	RALEIGH , North Carolina	11-717-4661
INSIGHT ENTERPRISES, INC.	TAMPA , Florida	11-850-8206
INSIGHT ENTERPRISES, INC.	LEWIS CENTER , Ohio	11-777-4946

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Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	1	0	0	60

	Latest Filing: 12/18/2019	Latest Filing: -	Latest Filing: -	Latest Filing: 04/28/2020

EVENTS

Judgement - Court Judgement

Filing Date	12/18/2019
Filing Number	201911700048CE
Status	Unsatisfied
Date Status Attained	12/18/2019
Received Date	04/24/2020
Award	US$ 12,000
Debtors	INSIGHT ENTERPRISES, INC
Creditors	CITY OF PHILADELPHIA, PHILADELPHIA, PA
Court	PHILADELPHIA MUNICIPAL COURT, PHILADELPHIA, PA

UCC Filing - Continuation

Filing Date	04/28/2020
Filing Number	1156399501214
Received Date	05/04/2020
Original Filing Date	07/10/2015
Original Filing Number	832869600786
Secured Party	KEY EQUIPMENT FINANCE, A DIVISION OF KEYBANK NA, SUPERIOR, CO
Debtors	DATALINK CORPORATION, EDEN PRAIRIE, MN
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

UCC Filing - Original

Filing Date	08/30/2019
Filing Number	2019 6053479
Received Date	09/27/2019
Collateral	All Assets and proceeds
Secured Party	JPMORGAN CHASE BANK, N. A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	05/02/2019
Filing Number	2019 3062739
Received Date	06/04/2019
Collateral	Leased Computer equipment and proceeds
Secured Party	DELL FINANCIAL SERVICES L.L.C., ROUND ROCK, TX
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	03/12/2019
Filing Number	1074128301790
Received Date	03/18/2019
Original Filing Date	06/05/2014
Original Filing Number	201436858067
Secured Party	INSIGHT INVESTMENTS, LLC, COSTA MESA, CA
Secured Party	MB FINANCIAL BANK NA, ROSEMONT, IL
Secured Party	US BANK EQUIPMENT FINANCE A DIVISION OF US BANK NATIONAL ASSOCIATION, MARSHALL, MN
Secured Party	US BANK EQUIPMENT FINANCE A DIVISION OF US BANK NATIONAL ASSOCIATION, MARSHALL, MN
Secured Party	WELLS FARGO EQUIPMENT FINANCE INC, MINNEAPOLIS, MN
Debtors	DATALINK CORPORATION, EDEN PRAIRIE, MN
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

UCC Filing - Continuation

Filing Date	08/10/2017
Filing Number	2017 5301145
Received Date	09/21/2017
Original Filing Date	01/22/2013
Original Filing Number	2013 0262627
Secured Party	BANK ONE, NA, AS AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	11/21/2016
Filing Number	20167206244
Received Date	01/19/2017
Original Filing Date	04/30/2012
Original Filing Number	2012 1663311
Secured Party	WELLS FARGO CAPITAL FINANCE, LLC, AS COLLATERAL AGENT, ENGLEWOOD, CO
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	06/08/2016
Filing Number	200614290252
Received Date	07/14/2016
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA

Debtors	INSIGHT CANADA, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Original

Filing Date	01/22/2013
Filing Number	2013 0262627
Received Date	02/14/2013
Collateral	Assets including proceeds and products
Secured Party	BANK ONE, NA, AS AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	04/30/2012
Filing Number	2012 1663311
Received Date	05/24/2012
Collateral	All Assets including proceeds and products
Secured Party	WELLS FARGO CAPITAL FINANCE, LLC, AS COLLATERAL AGENT, ENGLEWOOD, CO
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	01/25/2011
Filing Number	200614290252
Received Date	02/08/2011
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA
Debtors	INSIGHT CANADA, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Amendment

Filing Date	10/02/2008
Filing Number	200614290252
Received Date	11/10/2008
Collateral	Inventory including proceeds and products - Account(s) including proceeds and products - Chattel paper including proceeds and products - General intangibles(s) including proceeds and products - and OTHERS
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA
Debtors	INSIGHT CANADA, INC.
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Original

Filing Date	06/02/2006
Filing Number	011021891
Received Date	06/21/2006
Collateral	Account(s) and proceeds - Computer equipment and proceeds - Business machinery/equipment and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Secured Party	BAL GLOBAL FINANCE, LLC, TROY, MI
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, TROY, MI
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Original

Filing Date	06/01/2006
Filing Number	011016448
Received Date	06/21/2006
Collateral	Leased Unspecified
Secured Party	BAL GLOBAL FINANCE, LLC, TROY, MI
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, TROY, MI
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Original

Filing Date	01/10/2006
Filing Number	200614038234
Received Date	02/14/2006
Collateral	AGREEMENTS
Secured Party	WELLS FARGO FINANCIAL LEASING, INC., NEWPORT BEACH, CA
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

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There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Special Events

SPECIAL EVENTS

Date	Event Description
04/11/2022	**OFFICER CHANGE: According to published reports, Insight Enterprises announced the appointment of Sumana Nallapati as chief information officer replacing Jeff Shumway.**
04/05/2022	**Business address has changed from 6820 S Harl Ave, Tempe, AZ, 85283 to 2701 E Insight Way, Chandler, AZ, 85286.**

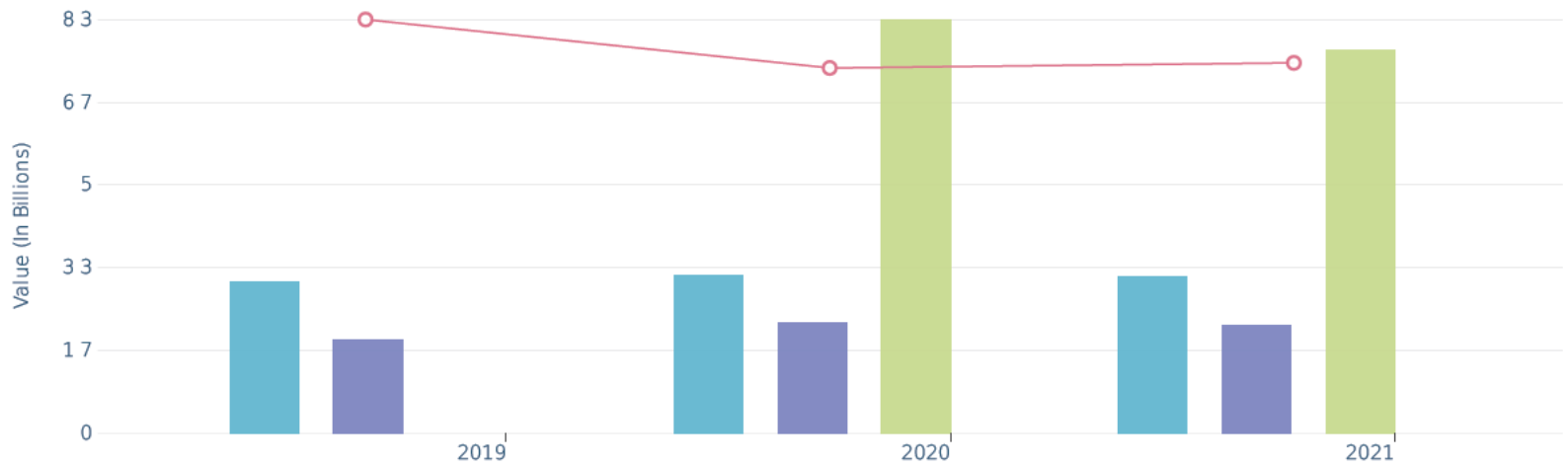
Date	Event Description
02/21/2022	BOARD OF DIRECTORS UPDATE: According to published reports, Insight Enterprises, Inc. announced that it has named Alexander L. Baum as an independent director to its board.
02/10/2022	EARNINGS UPDATE: According to published reports, comparative operating results for the 12 months ended December 31, 2021: Sales of $9,436,113,000, Net Income of $219,345,000; compared to Sales of $8,340,579,000, Net Income of $172,640,000 for the comparable period in the prior year.
11/13/2021	EARNINGS UPDATE: According to published reports, comparative operating results for the 9 months ended September 30, 2021: Sales of $6,870,090,000, Net Income of $157,212,000; compared to Sales of $6,049,264,000, Net Income of $119,252,000 for the comparable period in the prior year.

Financials - D&B

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON



	Interim Consolidated 03/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019	Last 3 years
Current Assets	3,153,693,000	3,176,450,000	3,048,032,000	
Current Liabilities	2,175,072,000	2,227,464,000	1,883,528,000	
Tangible Net Worth	1,383,166,000	1,342,429,000	1,160,318,000	
Sales	-	8,340,579,000	7,731,190,000	
Net Income	-	172,640,000	159,407,000	
Current Ratio	1.45	1.43	1.62	
Working Capital	978,621,000	948,986,000	1,164,504,000	
Other Assets	1,100,914,000	1,134,282,000	1,130,147,000	
Long Term Liabilities	696,369,000	740,839,000	1,134,333,000	

STATEMENT INFORMATION

Source Information	Statement obtained in outside quarters. Statement obtained from Securities and Exchange Commission. Prepared from statement(s) by Accountant: KPMG LLP, Phoenix, Arizona.
Statement Explanation	Explanations: The net worth of this company includes intangibles.

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

BALANCE SHEET

Balance Sheet

Assets

Current Assets	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Accounts Receivable	USD 2,936,732,000	USD 2,583,716,000	
Cash	USD 103,840,000	USD 138,753,000	
Other Current Assets	USD 199,638,000	USD 177,927,000	
Inventory	USD 328,101,000	USD 253,297,000	
Total Current Assets	USD 3,568,311,000		

Long Term Assets	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Intangible Assets-Net	USD 214,788,000	USD 239,833,000	
Property, Plant, Fixtures & Equipment	USD 176,263,000	USD 148,531,000	
Goodwill	USD 428,346,000	USD 429,757,000	
Other long term assets	USD 301,372,000	USD 282,793,000	
Total Assets	USD 4,689,080,000		

Liabilities

Total Current Liabilities	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Accounts Payable-Inventory Fin	USD 311,878,000	-	
Accruals	USD 423,489,000	USD 404,995,000	
Current Portion Of Long Term Debt	USD 36,000	USD 830,000	
Accounts Payable	USD 1,779,854,000	USD 1,460,172,000	
Total Current Liabilities	USD 2,515,257,000		

Long Term Liabilities	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
ACCUM OTHER COMPREHENSIVE LOSS	(USD 27,094,000)	(USD 15,535,000)	
Other Long Term Liabilities	USD 255,953,000	USD 246,005,000	
Preferred Stock	USD 349,000	-	
Long-Term Debt	USD 361,570,000	USD 416,401,000	
Retained Earnings	USD 1,167,690,000	USD 1,036,413,000	
Additional Paid In Capital / Capital Surplus	USD 368,282,000	USD 361,935,000	
Deferred Income Taxes	USD 47,073,000	USD 33,963,000	
Total Liabilities & Net Worth	USD 4,689,080,000		

PROFIT AND LOSS INFORMATION

Date	Description
12/31/2021	From JAN 01 2021 to DEC 31 2021 annual sales $9,436,113,000; cost of goods sold $7,988,556,000. Gross profit $1,447,557,000; operating expenses $1,115,496,000. Operating income $332,061,000; other income $1,012,000; other expenses $40,516,000; net income before taxes $292,557,000; Federal income tax $73,212,000; net income $219,345,000.
12/31/2020	From JAN 01 2021 to MAR 31 2021 sales $2,193,068,000; cost of goods sold $1,861,594,000. Gross profit $331,474,000; operating expenses $264,450,000. Operating income $67,024,000; other expenses $10,357,000; net income before taxes $56,667,000; Federal income tax $13,499,000. Net income $43,168,000.

Financial Ratios

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

BALANCE SHEET

Solvency Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Current Ratio	**1.42**	**1.43**	**1.62**
Quick Ratio	**1.21**	**1.26**	**1.39**
Current Liabilities to Net Worth (%)	**166.66**	**165.93**	**162.33**

Total Liabilities/Net Worth (%)	210.69	221.11	260.09
Current Liabilities to Inventory (%)	766.61	1,199.82	987
Fixed Assets to Net Worth (%)	11.68	10.88	11.28
Cash Ratio	0.04	0.06	0.06

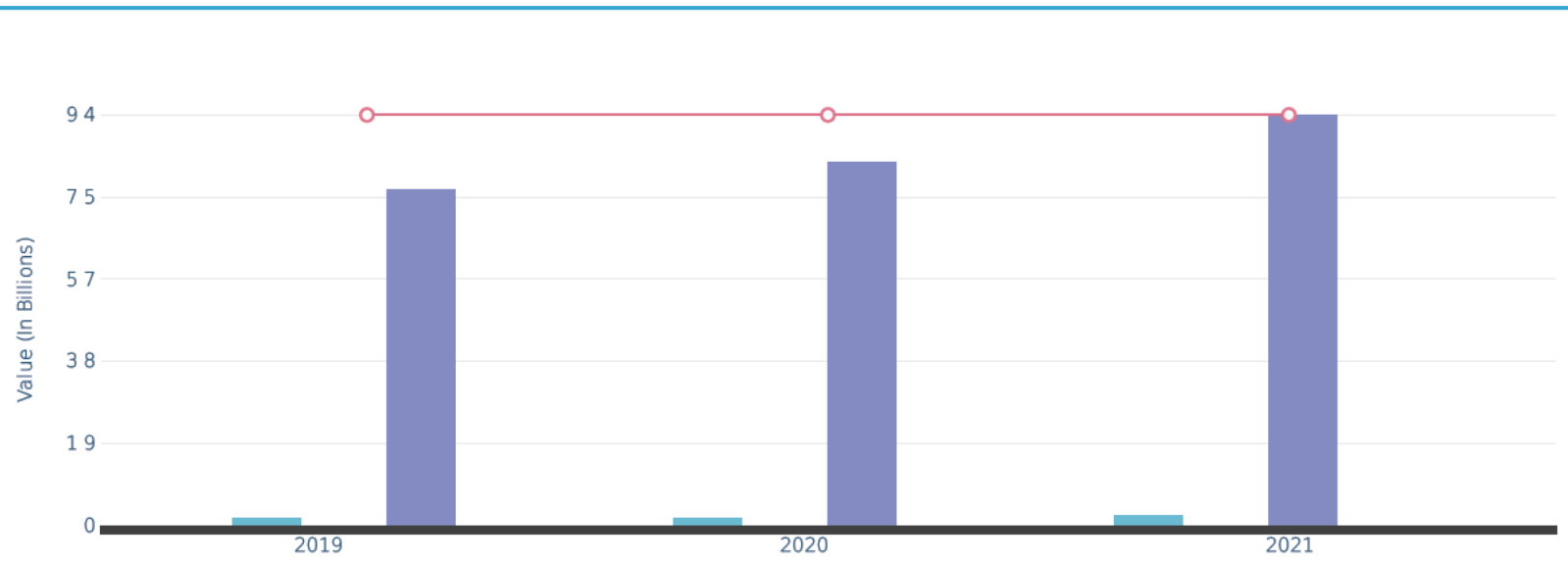
Efficiency Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Accounts Payable to Sales Ratio	0.27	0.27	0.24
Sales to Working Capital Ratio	8.96	8.79	6.64
Sales To Inventory (%)	2,875.98	4,492.64	4,051.29
Assets/Sales	49.69	51.68	54.04
ROCE (%)	15.32	12.96	10.47

Profitability Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Return On Net Worth (%)	14.53	12.86	13.74
Return on Assets (%)	4.68	4	3.82
Return on Sales (%)	3.53	3.24	3.11
Gross Profit Margin (%)	15.34	15.59	14.72
Operating Margin (%)	3.52	3.26	3.11
Pre-Tax Profit Margin (%)	3.1	2.74	2.74
Profit Margin (%)	2.32	2.07	2.06
Pre-Tax Return on Equity (%)	19.38	17.02	18.25
After Tax Return on Equity (%)	14.53	12.86	13.74
Operating Income to Interest Ratio	8.2	6.53	8.45

Leverage Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
EBITDA to EBIT Ratio	1.22	1.3	1.22
Debt to Income Ratio	14.5	17.19	18.93
Debt to Equity Ratio	2.11	2.21	2.6
Equity Ratio (%)	32.19	31.14	27.77
Interest Coverage Ratio	8.22	6.49	8.43
Interest Coverage to EBITDA Ratio	10.01	8.46	10.29

Income Statement

Source: Edgar | Currency: All figures shown in USD unless otherwise stated



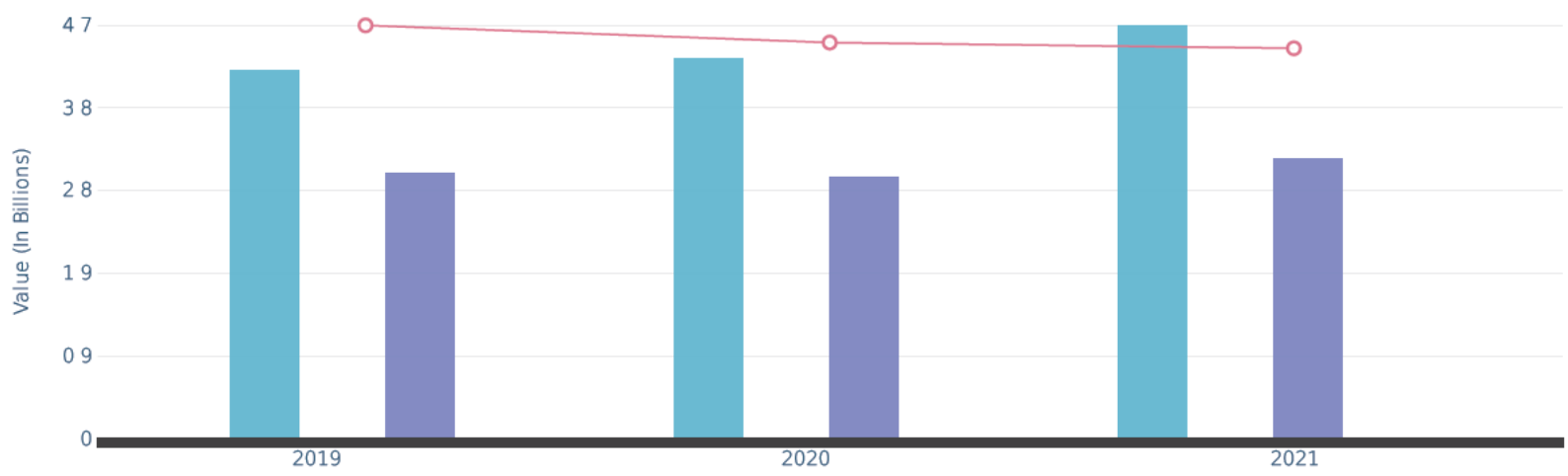
	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Last 3 years
Sales (Revenue)	9,436,113,000	8,340,579,000	7,731,190,000	
Cost of Revenue	7,988,556,000	7,040,637,000	6,593,092,000	
Gross Profit	1,447,557,000	1,299,942,000	1,138,098,000	
Sales and General Admin	1,117,130,000	1,013,765,000	880,737,000	
Research and Development Expense	-	-	-	-
Non-Recurring Expenses	(1,634,000)	14,602,000	16,767,000	
Other Operating Items	-	-	-	-

Operating Income	332,061,000	271,575,000	240,594,000	
Net Total Other Income and Expenses	1,012,000	(1,529,000)	(400,000)	
Earnings Before Interest and Taxes	333,073,000	270,046,000	240,194,000	
Interest Expense	40,516,000	41,594,000	28,478,000	
Earnings Before Tax	292,557,000	228,452,000	211,716,000	
Income Tax Expense	73,212,000	55,812,000	52,309,000	
Equity Earnings or Loss	-	-	-	-
Minority Interest Expense	-	-	-	-
Net Income from Continuing Operations	219,345,000	172,640,000	159,407,000	
Discontinued Operations	-	-	-	-
Effect of Accounting Changes	-	-	-	-
Extraordinary Items	-	-	-	-
Net Income	219,345,000	172,640,000	159,407,000	
Preferred Stocks & Other Adjustments	-	-	-	-
Net Income Applicable to Common Shares	219,345,000	172,640,000	159,407,000	

Balance Sheet

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON



Assets	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Cash and Cash Equivalents	103,840,000	128,313,000	114,668,000	
Short Term Investments	-	-	-	-
Net Trade Receivables	2,936,732,000	2,685,448,000	2,511,383,000	
Inventory	328,101,000	185,650,000	190,833,000	
Other Current Assets	199,638,000	177,039,000	231,148,000	
Total Current Assets	3,568,311,000	3,176,450,000	3,048,032,000	
Fixed Assets	176,263,000	146,016,000	130,907,000	
Long Term Investments	-	-	-	-
Deferred Long Term Asset Charges	-	-	-	-
Other Assets	301,372,000	311,983,000	305,507,000	
Goodwill	428,346,000	429,368,000	415,149,000	
Total Assets	4,689,080,000	4,310,732,000	4,178,179,000	
Accumulated Amortization	-	-	-	-
Intangible Assets	214,788,000	246,915,000	278,584,000	

Liabilites	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Accounts Payable	2,515,221,000	2,226,359,000	1,881,837,000	
Short Term and Current Long Term Debt	36,000	1,105,000	1,691,000	
Other Current Liabilities	-	-	-	-
Total Current Liabilities	2,515,257,000	2,227,464,000	1,883,528,000	
Long Term Debt	361,570,000	437,581,000	857,673,000	
Deferred Long Term Liability	47,073,000	33,209,000	44,633,000	

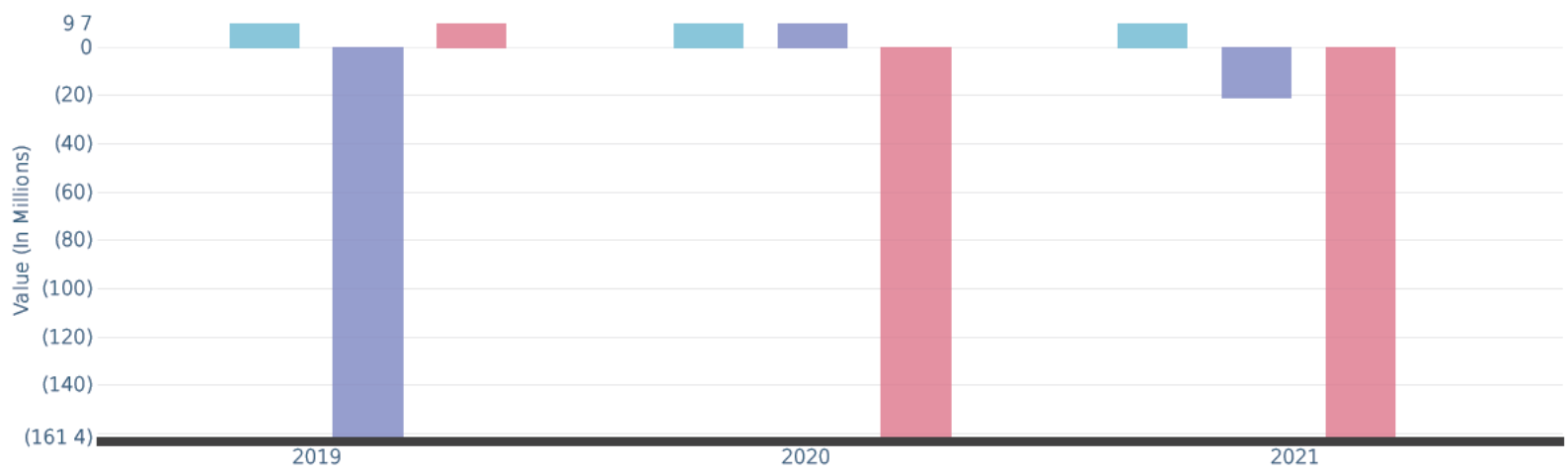
Charges				
Negative Goodwill	-	-	-	-
Minority Interest	-	-	-	-
Other Liabilities	255,953,000	270,049,000	232,027,000	
Misc Stocks, Options & Warrants	-	-	-	-
Total Liabilities	3,179,853,000	2,968,303,000	3,017,861,000	

Shareholder's Equity	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Preferred Stocks	0	0	0	-
Common Stocks	349,000	351,000	353,000	
Retained Earnings	1,167,690,000	993,245,000	841,097,000	
Treasury Stocks	-	-	-	-
Capital Surplus	368,282,000	364,288,000	357,032,000	
Other Equity	(27,094,000)	(15,455,000)	(38,164,000)	
Total Equity	1,509,227,000	1,342,429,000	1,160,318,000	

Cash Flow

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

CASH FLOW



	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Last 3 years
Depreciation	72,296,000	81,777,000	52,861,000	
Net Income Adjustments	34,662,000	20,916,000	33,402,000	
Changes in Liabilities	293,458,000	204,452,000	118,978,000	
Changes in Accounts Receivables	289,009,000	132,599,000	118,971,000	
Changes in Inventories	148,941,000	(1,029,000)	(11,944,000)	
Changes in Other Operating Activities	18,100,000	(7,367,000)	129,745,000	
Net Cash Flows - Operating Activities	163,711,000	355,582,000	127,876,000	
Capital Expenditures	52,079,000	24,184,000	69,086,000	
Investments	-	-	-	-
Other Cash Flows from Investing Activities	31,005,000	33,890,000	(664,287,000)	
Net Cash Flows - Investing Activities	(21,074,000)	9,706,000	(733,373,000)	
Dividends Paid	-	-	-	-
Sale and Purchase of Stock	(50,000,000)	(25,000,000)	6,541,000	
Net Borrowings	(87,000,000)	(431,384,000)	697,221,000	
Other Cash Flows from Financing Activities	(10,030,000)	(8,661,000)	(9,396,000)	
Net Cash Flows - Financing Activities	(161,385,000)	(361,791,000)	577,587,000	
Effect of Exchange Rate	(5,857,000)	10,788,000	(86,000)	
Change in Cash and Cash Equivalents	(24,605,000)	14,285,000	(27,996,000)	

Company Profile

COMPANY OVERVIEW

D-U-N-S
87-638-3589

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
06/04/1991

Business Commenced On
1988

State of Incorporation
DELAWARE

Ownership
Public: NSIT(NGS)

Mailing Address
UNITED STATES

Telephone
+1 (480) 333-3000

Website
www.insight.com

Present Control Succeeded
1988

SIC
73790200

NAICS
541512

Annual Sales
US$ 9,436,113,000

Net Worth
US$ 1,509,227,000

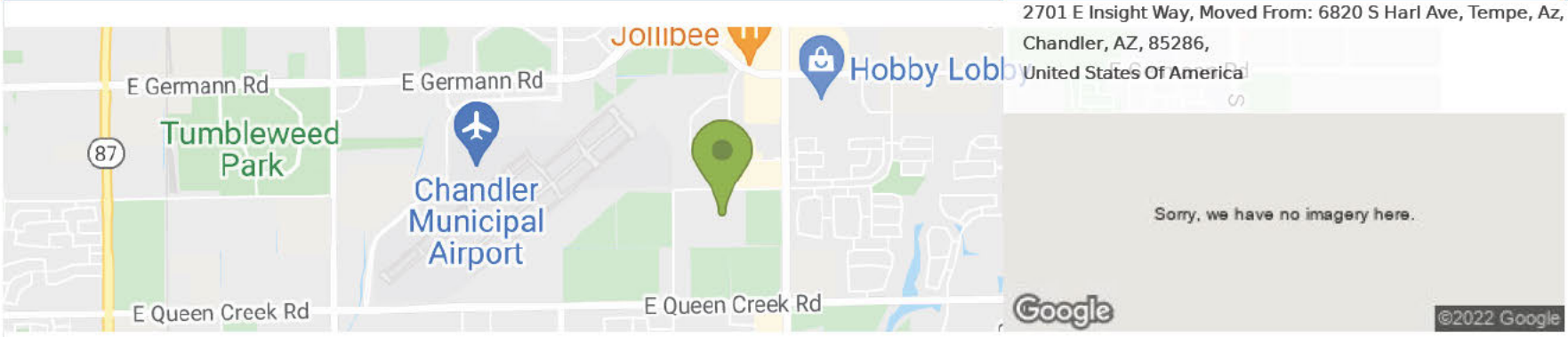
Employees
11,006

Age (Year Started)
34 Years(1988)

Named Principal
Kenneth T Lamneck, PRES-CEO

Line of Business
Computer related services

Street Address:
2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az,
Chandler, AZ, 85286,
United States Of America



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2012-04-21
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	INSIGHT ENTERPRISES, INC.
Corporation Type	Corporation (US)
State of Incorporation	DELAWARE
Date Incorporated	06/04/1991
Registration ID	2264818
Registration Status	STATUS NOT AVAILABLE
Filing Date	06/04/1991
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION

Registered Agent

Name	CORPORATION SERVICE COMPANY
Address	2711 CENTERVILLE ROAD SUITE 400, WILMINGTON, DE, 198080000

PRINCIPALS

Officers

KENNETH T LAMNECK, PRES-CEO+
TIMOTHY A CROWN, NON EXEC CHB+
GLYNIS A BRYAN, CFO
RACHAEL BERTRANDT, CAO-GLOBAL CORP CONTRL
SAMUEL C COWLEY, SR V PRES-GENERAL COUNSEL-SEC
SUMANA NALLAPATI, CIO

Directors

DIRECTOR(S): The officers identified by (+) and Richard E Allen, Bruce W Armstrong, Linda M Breard, Catherine Courage, Anthony A Ibarguen, Kathleen S Pushor, Girish Rishi and Alexander L Baum.

COMPANY EVENTS

The following information was reported on: 04/11/2022

The Delaware Secretary of State's business registrations file showed that Insight Enterprises, Inc. was registered as a Corporation on June 4, 1991, under the file registration number 2264818.

Business started 1988.

The company (Insight) began operations in Arizona in 1988, incorporated in Delaware in 1991 and completed its initial public offering (IPO) in 1995. The company was formerly known as Insight Distribution Network, Inc.

The company's common stock is traded on The NASDAQ Global Select Market under the symbol "NSIT". As of February 12, 2021, there were 46 stockholders of record. As of March 15, 2021, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were: BlackRock, Inc. (16.50%); FMR LLC (15.00%); The Vanguard Group (10.63%); and Dimensional Fund Advisors LP (7.30%). As of the same date, officers and directors as a group beneficially owns 1.94% of the outstanding shares.

RECENT EVENT.

On August 30, 2019, the company completed its acquisition of PCM, Inc. acquiring 100% of the issued and outstanding shares of PCM for a cash purchase price of $745,562,000, which included cash and cash equivalents acquired of $84,637,000 and the payment of PCM's outstanding debt.

KENNETH T LAMNECK. Director since 2010. He was appointed President and CEO of the company effective January 2010.

TIMOTHY A CROWN. Director since 1994. He assumed the position of Non-Executive Chair of the Board in November 2004. He is a co-founder of the company.

GLYNIS A BRYAN. She joined the company in December 2007 as the company's CFO.

JEFFERY SHUMWAY. He served as the company's Chief Information Officer (CIO). He joined the company September 2005 as a consulting information systems analyst. He held various positions of increasing responsibility at the company including Vice President of Application Development from August 2010 to September 2017 and Senior Vice President of Global IT Operations from October 2017 until May 2019, when he was promoted to Global CIO.

RACHAEL A BERTRANDT CRUMP. She joined Insight in December 2016 as Vice President of Finance, Controller - North America and was appointed Principal Accounting Officer (CAO) and Global Corporate Controller in September 2018. She is a CPA. Prior to joining Insight, she served as the Senior Director Controller, Global Accounting at Amkor Technology, Inc. from 2006 to 2016.

SAMUEL C COWLEY. He joined the company in June 2016 as Senior Vice President and General Counsel. Prior to joining Insight, he served as General Counsel and Vice President, Business Development of Prestige Brands Holdings, Inc. from February 2012 to June 2016. He previously served as Executive Vice President, Business Development and General Counsel of Matrixx Initiatives, Inc. and Executive Vice President and General Counsel of Swift Transportation Co., Inc.

RICHARD E ALLEN. Director since 2012. He served at J.D. Edwards & Company from 1985 to 2004, most recently as the Executive Vice President, Finance and Administration.

BRUCE W ARMSTRONG. Director since 2016. Since 2015, he has served as an Operating Partner at Khosla Ventures.

LINDA M BREARD. Director since 2018. She is a CPA. From February 2017 to July 2017, she served as the Executive Vice President and CFO of Kaiser Foundation Health Plan of Washington.

CATHERINE COURAGE. Director since 2016. Since October 2016, she has served as the Vice President of Experience for Ads and Commerce at Google.

ANTHONY A IBARGUEN. Director since 2008. He has served as CEO of Quench USA, Inc., since October 2010.

KATHLEEN S PUSHOR. Director since 2005. She has operated an independent consulting practice since June 2009.

GIRISH RISHI. Director since 2017. He is CEO of Blue Yonder.

ALEXANDER L BAUM. Antecedents are unknown.

SUMANA NALLAPATI. Antecedents are unknown.

ANNOUNCED BUSINESS MOVE: On November 1, 2019, the company completed the purchase of real estate in Chandler, Arizona for approximately $48,000,000 that it intends to use as its global corporate headquarters. The property contains a building and some infrastructure in place that the company expects will be ready for its use in 2022.

Business address has changed from 6820 S Harl Ave, Tempe, AZ, 85283 to 2701 E Insight Way, Chandler, AZ, 85286.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 04/11/2022

Business Information

Trade Names	INSIGHT
Description	The company provides information technology hardware, software, and services solutions. It provides solutions to gain insights to network enabled devices, and spots patterns and trends through mass analysis; custom applications to help clients create disruption; custom-developed mobile, cloud, and IoT applications; and custom-developed solutions to help clients review actionable insights within their data, including artificial intelligence for prediction, optimization, cognitive, and vision services. The company also offers various services, such as hybrid cloud, migration and consolidation, workload-platform alignment, converged/hyper converged solutions, and software-defined data center; data platform modernization services; integrated network and security solutions; and consulting, professional, managed, and support services. In addition, it sources, procures, stages, configures, integrates, tests, refurbishes, and redeploys IT products spanning endpoints to infrastructure; and offers software life cycle, and hardware warranty and software maintenance services. Further, the company provides desktop, notebook, tablet, and mobile devices coupled with cloud-based productivity solutions; workplace services, including virtual technical support, remote service desk and automated self-service solutions; and procures, stages, provides, manages, and disposes hardware assets. Additionally, it sells hardware and software products. Terms are cash and Net 30 days. Sells to commercial concerns. Territory : International.
Employees	11,006 which includes officer(s). Undetermined employed here.

Business Information	
Financing Status	Secured
Financial Condition	Fair
Seasonality	The company experience some seasonal trends in its sales of IT hardware, software and services. For example: software sales are typically higher in the company's second and fourth quarters, particularly the second quarter. Business clients, particularly larger enterprise businesses in the United States, tend to spend more in the company's fourth quarter and less in the first quarter; sales to the federal government in the United States are often stronger in the company's third quarter, while sales in the state and local government and education markets are stronger in the company's second quarter. Sales to public sector clients in the United Kingdom are often stronger in the company's first quarter. These trends create overall seasonality in its consolidated results such that sales and profitability are expected to be higher in the second and fourth quarters of the year.
Facilities	Occupies premises in a building.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
7379	Computer related services	-
73790200	Computer related consulting services	-
50650202	Electronic tubes: receiving and transmitting, or industrial	-
50650200	Communication equipment	-
50450100	Computer peripheral equipment	-

NAICS Codes	NAICS Description
541512	Computer Systems Design Services
423690	Other Electronic Parts and Equipment Merchant Wholesalers
423690	Other Electronic Parts and Equipment Merchant Wholesalers
423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers

GOVERNMENT ACTIVITY

Activity Summary	
Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

Your Information

Record additional information about this company to supplement the D&B information.

> Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: View

Account Number	Endorsement/Billing Reference *	Sales Representatives
	robert.yellowhair@insight.com	
Credit Limit	**Total Outstanding**	
0	0	

Last Login : 04/26/2022 07:07:01 AM

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OMNIA Partners, Public Sector Cooperative Purchasing Organization

Insight PUBLIC SECTOR

Appendix E - Marketing Collateral



Why Insight and OMNIA Partners?

At Insight Public Sector, we define, architect, implement and manage Insight Intelligent Technology Solutions™ that help your organization run smarter. Our strong supply chain optimization and workplace solutions combined with our data center transformation expertise and modernized applications keep business running, foster flexible work environments and put you at the forefront of innovation.

- Exclusive access to low pricing through the public sector contracts
- Experienced IT specialists ready to help
- Strong client relationships that support your entire IT lifecycle
- Customized solutions that drive efficiency and reduce costs
- Flexible, convenient ways to manage technology through leasing

How our OMNIA Partners contract helps your organization

As a contract holder in the OMNIA Partners (formerly U.S. Communities) portfolio, Insight is uniquely positioned to sell both technology products and IT services, including solutions from Apple, Cisco, Citrix, Commvalut, Dell EMC, Hewlett Packard Enterprise, HP Inc., Microsoft, Lenovo, NetApp, Panasonic, Symantec, Veritas and VMware.

By taking advantage of our competitively solicited contract for Technology Products, Services, Solutions, and Related Products and Services available through OMNIA Partners, you're assured our best available price on our full portfolio of products and solutions.

- Save time and money with no user fees or comparison shopping.
- Eliminate duplicated efforts by countless agencies.
- Leverage economies of scale with no minimum purchase requirements.

Official contract:

Technology Products, Services, Solutions, and Related Products and Services

Contract number:

4400006644

Start date:

May 1, 2016

Current end date:

April 30, 2023

Competitively solicited through Fairfax County, VA (Lead Public Agency)

Insight Public Sector: The perfect partner for government

Modern Work-place	Intelligent Edge	Modern Apps	Data and AI	Modern Infrastructure	Cybersecurity
Modern endpoint provisioning & management	Artificial intelligence	Align business with defined framework	AI-enhanced workflow management	Automation management	Carrier and connectivity services
Product Lifecycle services	Internet of Things (IoT)	Agile development cycle	Automate repetitive work	As a Service and Storage	Community wireless broadband
End user support	Insight Connected Platform	Optimize operations	Onboard data	Converged and Hyperconverged infrastructure (CI/HCI)	Digital architecture acceleration program
Adoption & employee experience	Computer vision		Reduce waste with real-time analytics	Hybrid Cloud	Software-defined data center
UCaaS & CCaaS				Platform migration and consolidation	Selling security toolkit

About OMNIA Partners

OMNIA Partners, Public Sector, is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Its immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

Through the economies of scale created by OMNIA Partners, participants now have access to an extensive portfolio of competitively solicited and publicly awarded agreements. The lead agency contracting process continues to be the foundation on which the organization is founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education and K–12 education organizations, as well as nonprofits.

For more information, visit omniapartners.com/publicsector.

About Insight Public Sector

Insight Public Sector is proud to have served public entities for more than 20 years. We offer hardware and software from the world's leading manufacturers and publishers, in addition to advanced IT services and solutions.

Our mission is simple: to assist state, local and federal government agencies, educational institutions, public safety entities and nonprofit organizations in leveraging technology to cost-effectively deliver on their mission to the public.

To learn more ways Insight can help you deliver on your mission to the public, contact us at 800.546.0578 or omnia@insight.com. You can also visit IPS.insight.com/omnia.

Insight. PUBLIC SECTOR | Cloud + Data Center Transformation



Case Study

U.S. County Brings Free Public Wi-Fi to More Than 30,000+ Rural, Low-Income Students and Workers

The client

A county government in a Southern U.S. state was facing extreme pressure to complete a Wi–Fi project by Dec. 31, 2020 (the deadline for CARES Act Funds spending). The county shortened the procurement cycle by avoiding a full RFP, and instead, they leveraged Insight Public Sector's existing OMNIA Partners contract — saving an estimated four weeks of time.

The challenge: Narrowing the digital divide at a critical time

As the COVID-19 pandemic has swept through the country, various regions and demographics have been hit harder than others. The county had received critical funding as a part of federal government aid and needed to apply these funds strategically to navigate its most pressing challenges.

Each city within the county had claimed its portion of the federal aid to support its citizens; however, residents located outside of city limits had a different set of challenges. Unlike city dwellers, the county's rural population lacked internet access and is generally living on the less privileged side of the so-called digital divide.

As a result of the pandemic and social distancing guidelines, the county needed to embrace both remote work and distance education. But without proper internet access at home, launching these initiatives proved to be a daunting challenge.

Industry:

Government

Insight provided:

- Multilayered network design
- Planning and deployment of a reliable wireless network
- Electrical remediation services and tower construction
- Ongoing network monitoring and maintenance
- Professional services

Three layer network approach:

1. Fiber and wireless pointto-point (PTP) equipment connects base stations
2. Wireless Point-to-MultiPoint (PTMP) extends connectivity to the street level.
3. Wi-Fi mesh nodes with rooftop mesh access points (RAPs) and mesh access points (MAPs) extend to the client level.

The solution: A multiphased approach and multilayered network with ongoing expert support

The county requested Insight propose a solution for strategy, design and deployment of a free public internet access Wi-Fi network across several precincts. The Insight Cloud + Data Center Transformation (CDCT) team, in collaboration with SmartWAVE, was selected to help the county with this large-scale and time-sensitive project.

As of August 2020, the Insight services team is in the process of multiphased project delivery planned to occur over a couple of months. This includes planning, design, electrical remediation, and tower construction and installation. Each phase addresses the core and access network and wireless network, including radio frequency (RF) analysis and field site surveying. The new multivendor network is comprised of Cisco, Palo Alto Networks and Ruckus® wireless mesh.

Our team is also providing the county with three years of ongoing support services to respond to issues as they arise and maintain the network for peak performance. This includes monitoring, data analytics, optimization, software updates and engineering support.

The result: Broad, free internet access to support education and remote work

Through working with Insight and SmartWAVE, the county can provide free public Wi-Fi internet access to more than 30,000 students and teleworkers. The network design has built-in safety and compliance features to ensure user and business data and privacy are protected.

Our three-layer network design leveraged as much existing infrastructure as possible — water tanks, light and telephone poles — to expedite services delivery and control costs. Insight's engineering services will help the county continue to deliver reliable, secure internet access to residents in need for years to come.

About Insight Public Sector

At Insight Public Sector, we help organizations of all sizes navigate complex challenges through our four key solution areas: Digital Innovation, Cloud + Data Center Transformation, Connected Workforce and Supply Chain Optimization. With deep expertise and end-to-end capabilities, we'll help you manage today's priorities and prepare for tomorrow's needs.

About OMNIA Partners

OMNIA Partners is a leading group purchasing organization (GPO) in procurement and supply chain management. Comprised of four subsidiaries: Corporate United, Prime Advantage, National IPA and U.S. Communities, OMNIA Partners serves over 35 industries in both the private and public sector.

Benefits:

Free public Wi-Fi access to
30,000+
students and remote workers



Secure, wireless network design

Cost-effective solution leveraging existing infrastructure

Eliminates aspects of the growing digital divide at an important time

Well-maintained and optimized network through an expert support team



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Insight. PUBLIC SECTOR | Cloud + Data Center Transformation

OMNIA PARTNERS

IPS.insight.com

BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

BID/PROJECT NUMBER: 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

DELIVERY DEADLINE: OCTOBER 13, 2022 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: October 13, 2022 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: Insight Public Sector, Inc.

Contact name: Erica Falchetti

Company address: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

E-mail address: Erica.Falchetti@Insight.com

Phone number: 480.333.3071 **Fax number:** 480.760.9488

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

Lisanne Steinheiser — Global Compliance Officer
(PLEASE PRINT/TYPE) NAME — TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: 480.333.3012 FAX: 480.760.9488

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: Not Applicable

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)
Will be communicated to end user at time of order placement.

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **23-6692**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178),** by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

Cobb County...Expect the Best!

REQUEST FOR PROPOSALS

Sealed Bid # 23-6692
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Bid Opening Date: October 13, 2022

Pre-Proposal Meeting via WebEx: September 14, 2022 at 3:00 PM Eastern
Join from meeting link
https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m6334e0c9e0f46364cc2157383bc375a6
Meeting number (access code): 2317 292 4027
Meeting password: fxZKmmi3p93
Join by phone
+1-415-655-0004 US Toll

Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

Before 12:00 (Noon) By the Bid Opening Date

Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, TWO (2) COPIES & TEN (10) FLASH DRIVES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

NAME: Insight Public Sector, Inc.

ADDRESS: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

REPRESENTATIVE: Erica Falchetti

PHONE: 480.333.3071 FAX: 480-760.9488

E-MAIL Erica.Falchetti@Insight.com

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

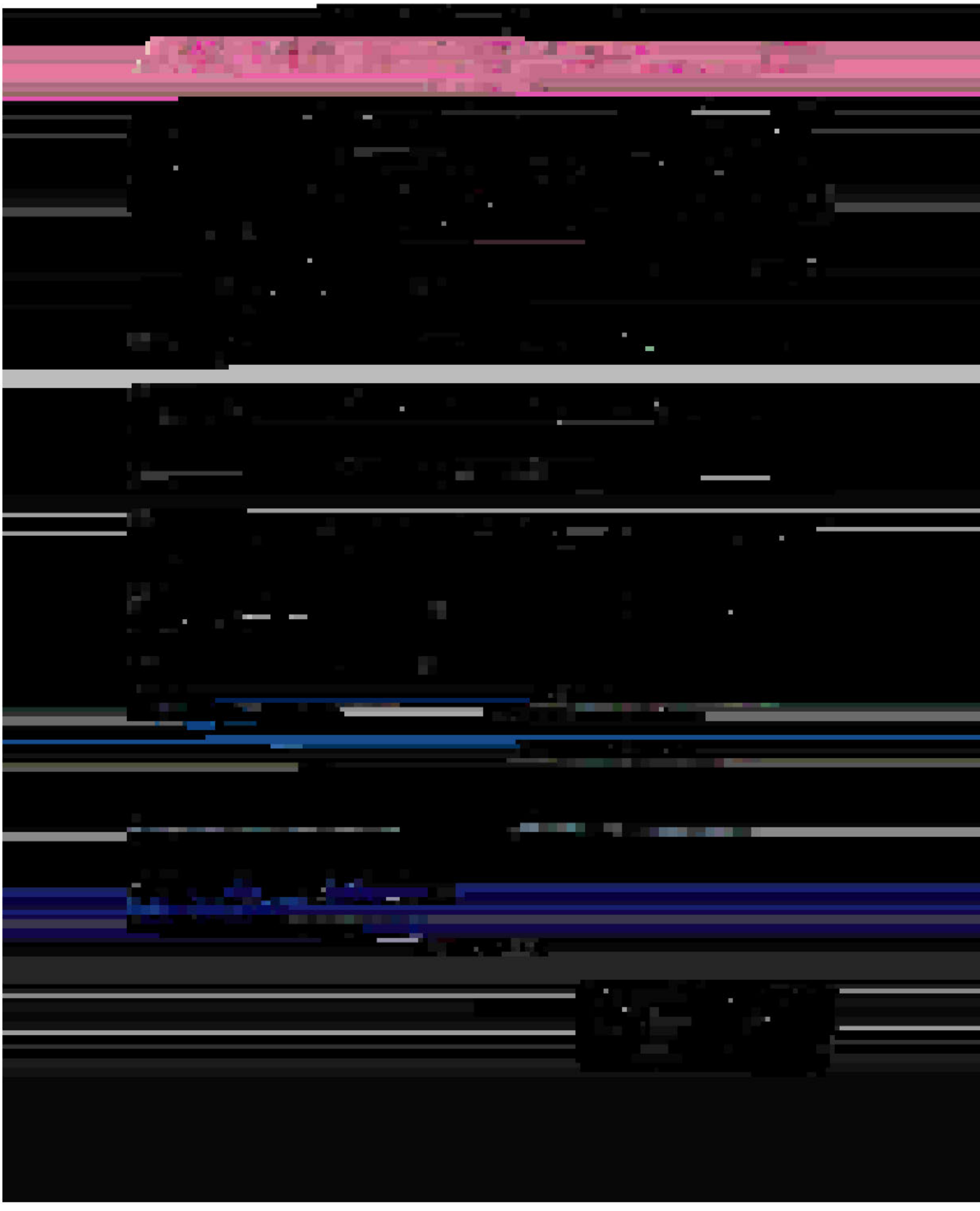


Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any

federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details)*.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Insight Public Sector, Inc.

Address, City, State, and Zip Code: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

Phone Number: 480.333.3012 Fax Number: 480.760.9488

Printed Name and Title of Authorized Representative: Lisanne Steinheiser, Global Compliance Officer

Email Address: Lisanne.Steinheiser@Insight.com

Signature of Authorized Representative: _____ Date: October 10, 2022

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant

Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of

intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any

implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as

amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required auditservices.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of$25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Insight Public Sector, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Lisanne Steinheiser, Global Compliance Officer

Name and Title of Contractor's Authorized Official

October 10, 2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Insight Public Sector, Inc.

Address, City, State, and Zip Code: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

Phone Number: 480.333.3012 Fax Number: 480.760.9488

Printed Name and Title of Authorized Representative: Lisanne Steinheiser, Global Compliance Officer

Email Address: Lisanne.Steinheiser@Insight.com

Signature of Authorized Representative: 

Date: October 10, 2022

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Insight Public Sector, Inc.

Organization Address: 2701 E. Insight Way, Chandler, AZ 85286

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Insight Enterprises, Inc.	2701 E. Insight Way, Chandler, AZ 85286

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

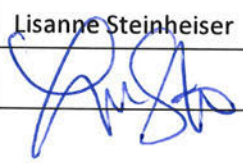
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https://investor.insight.com/financial-reports/sec-filings/sec-filings-details/default.aspx?FilingId=15584698	82
https://investor.insight.com/financial-reports/proxy-statements/default.aspx	31

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

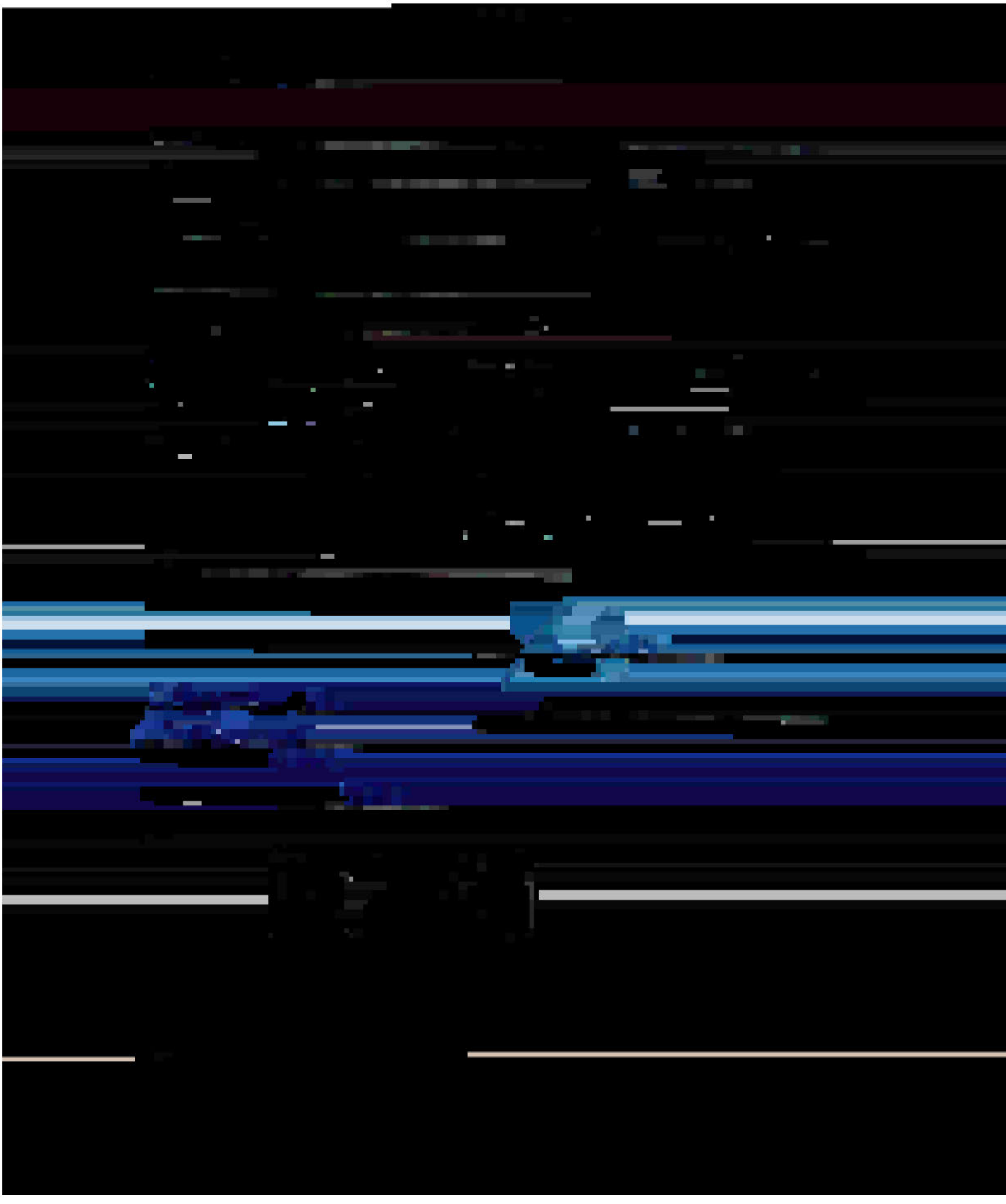
I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Lisanne Steinheiser	Title:	Global Compliance Officer
Signature:		Date:	October 5, 2022

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.



DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Insight Public Sector, Inc.

Street: 2701 E. Insight Way

City, State, Zip Code: Chandler, AZ 85286

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

10/5/2022
Date

Global Compliance Officer
Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Insight Public Sector, Inc.		
Address:	2701 E. Insight Way		
City:	Chandler	State: AZ	Zip: 85286

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Lisanne Steinheiser Printed Name	Global Compliance Officer Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

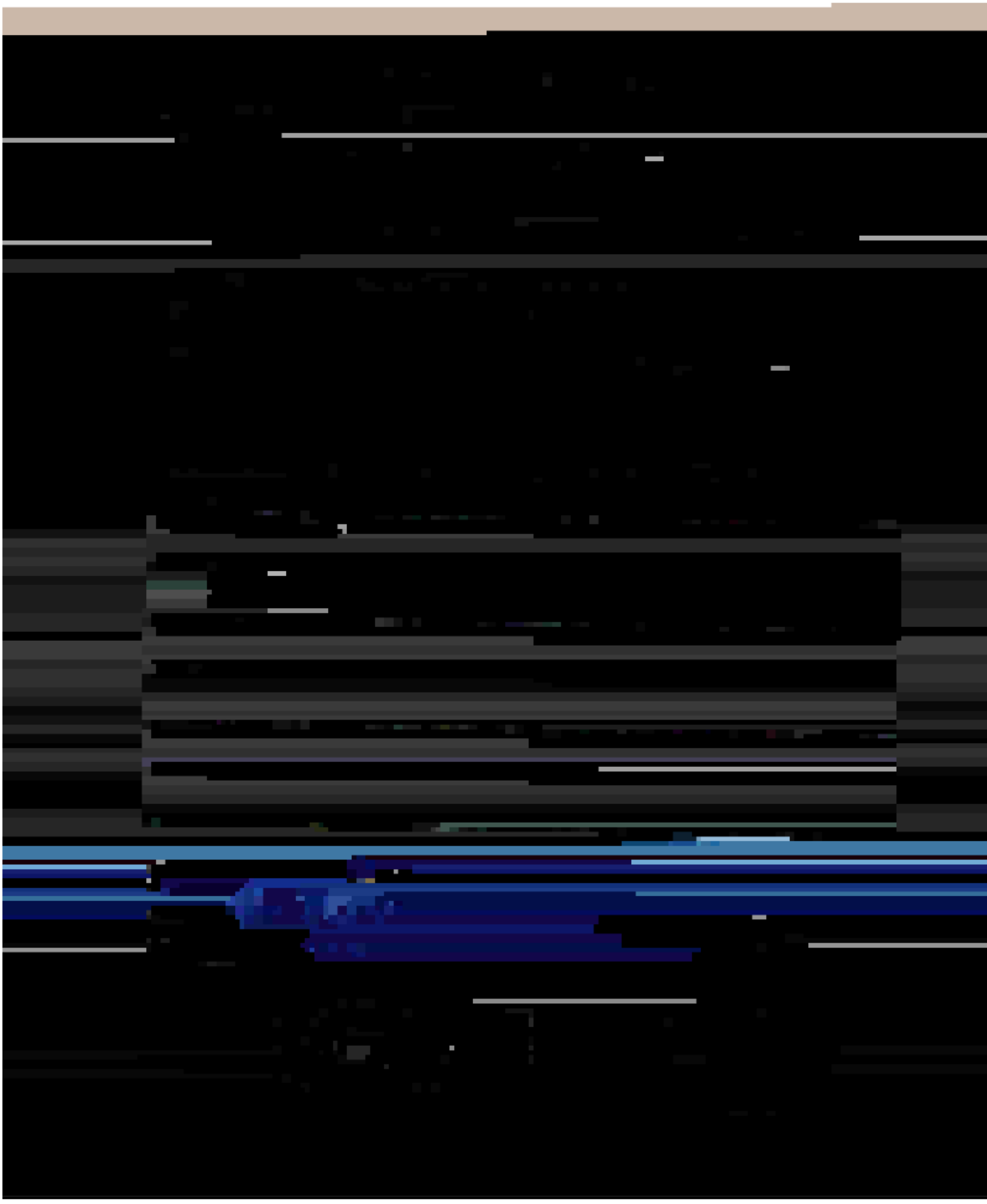
County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.



DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 23-6692

VENDOR NAME: Insight Public Sector, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

10/05/2022
Date

Lisanne Steinheiser, Global Compliance Officer
Print Name and Title

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	INSIGHT PUBLIC SECTOR, INC.
Trade Name:	INSIGHT PUBLIC SECTOR, INC.
Address:	6820 S. HARL AVE. TEMPE, AZ 85283
Certificate Number:	1002602
Effective Date:	July 15, 2003
Date of Issuance:	October 04, 2022

For Office Use Only:

20221004125800006

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Lisanne Steinheiser Title: Global Compliance Officer

Signature:  Date: October 5, 2022



DOC #9
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23-6692 **VENDOR/BIDDER:** Insight Public Sector, Inc.

VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

[X] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature — October 5, 2022 Date

Lisanne Steinheiser, Global Compliance Officer
Print Name and Title

COBB COUNTY
Purchasing Department

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 1

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 19, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Minutes, Questions and Clarifications from Pre-Proposal Meeting held via Webex on September 14, 2022**
- **Sign-In Sheet(s) from Pre-Proposal Meeting**
- **Questions Submitted in Writing**
- **Attachment - Financial Ratio Evaluation Excel Spreadsheet**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 4, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 2

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 30, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 4, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 3

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: October 5, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 5, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

MEMORANDUM

TO: City Council

FROM: Donald Glywasky, City Attorney

DATE: March 20, 2025

RE: Flock Security cameras

1) There is on the agenda an item approval of purchase Flock Security cameras. These systems surveille the general public while they are lawfully driving down the road. The systems read license plates, and some systems offer enhancements recognize things like bumper stickers.

2) A procurement had been done but discontinued. I defer to the Purchasing Department to provide those details.

3) I have advised Council there is pending litigation in federal court questioning whether their use violates the Fourth Amendment. No litigation has been filed, to my knowledge, examining the Tenth Amendment implications.

4) There are two claims on today's agenda for two separate claims arising from the unlawful use of private data by GPD; one is filed by a GPD officer and the other by a former employee. Because the events occurred more than 120 days before the events were discovered, discipling is barred under the civil service laws.

5) If Council wishes to approve this procurement, so be it. But I strongly recommend you require a robust system to prevent misuse.

Galveston Police Department

OFFICE OF THE CHIEF
STAFF REPORT

Date March 27, 2025

To: City Manager
Honorable Mayor and City Council Members

From: Douglas Balli, Galveston Police Department, Chief of Police

Request:

Consider for approval allowing City Manger Brian Maxwell to execute and accept the Catalytic Converter Grant issued by the Motor Vehicle Crime Prevention Authority for $460,088 (Grant # 224-25-0840400).

Prior Council Action:

Council Approved Resolution to apply for grant – 10/24/2024 (Agenda Item 11-O)

Background:

The Galveston Police Department previously brought to the City Council and City Management attention the opening of a grant submission for funding for equipment to combat vehicle-related crimes. The funding mechanism is provided through the Motor Vehicle Crime Prevention Authority. The City Council approved a resolution allowing the Galveston Police Department to apply for this grant.

The Galveston Police Department submitted a competitive bid for this grant along with a presentation to the governing board and was awarded $460,088 with a cash match amount of $92,018. The total money needed to fund this grant is $552,106 of which the City of Galveston will be reimbursed $460,088.

The requested equipment the governing board approved for the Galveston Police Department is for license plate readers, vehicles, and other specialized investigative equipment to combat vehicular crimes.

Galveston Police Department

OFFICE OF THE CHIEF
STAFF REPORT

Fiscal Impact Report

Funding Source	Amount	
General Fund & Special Revenue Fund	$	552,106.00
Grant Award	$	(460,088.00)
	$	-
Total	$	92,018.00

Alternatives:

1. Approve accepting the grant.
2. Do not approve of accepting the grant.

Staff Recommendation:

3. Approve accepting the grant.

Respectfully,

Douglas Balli
Chief of Police

Attachments

1. Motor Vehicle Crime Prevention Authority grant award
2. Council Approved Staff Report and documentation – 10/24/2024 (11-O)

FY25 SB224 Catalytic Converter Grant
Motor Vehicle Crime Prevention Authority
Statement of Grant Award and Grantee Acceptance Notice

Grant Number:	**224-25-0840400**
Grantee:	**City of Galveston**
Program Title:	**GPD Catalytic Converter Theft Reduction Program**
Grant Award Amount:	**$460,088**
Total Cash Match Amount:	**$92,018**
In-Kind Match Amount:	**$0**
Reimbursement Percent*:	**83.33%**
Grant Term:	**January 22, 2025 to January 21, 2026**

Grant Budget Summary: City of Galveston (App ID: 396)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	$0	$0	$0	
Fringe	$0	$0	$0	
Overtime	$0	$0	$0	
Professional and Contract Services	$0	$0	$0	
Travel	$3,833	$768	$4,601	
Equipment	$313,334	$62,666	$376,000	
Supplies and Direct Operating Expenses (DOE)	$142,921	$28,584	$171,505	
Total	$460,088	$92,018	$552,106	

*Reimbursement Percent: 83.33%: $460,088 MVCPA amount / ($460,088 MVCPA amount + $92,018 Cash Match)

That whereas, The **City of Galveston** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on September 16, 2024 to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **GPD Catalytic Converter Theft Reduction Program** and further identified by grant number **224-25-0840400** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY25 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **02/26/2025** and

Whereas, the Grantee desires to accept the FY25 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on September 16, 2024;

- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY25 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

__X__ **Non-Supplanting -** The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

__X__ **Intelligence Sharing -** The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

__X__ **Border Security Report Requirement** – This Grantee is designated as a MVCPA Border Security Grant which is located along the United States of America border with the United States of Mexico and those that are adjacent to the Gulf Intracoastal Waterway. This designation requires grantee to provide additional report information required by the General Appropriations Act of the 87th Texas Legislature, Regular Session. The Governor or Legislative Budget Board may request additional information regarding the report data during the term of the grant.

APPROVED AND ACCEPTED BY:

Authorized Official

BRIAN MAXWELL

Printed Name and Title

3/19/25

Date Signed

FY25 SB224 Catalytic Converter Grant
Motor Vehicle Crime Prevention Authority
Statement of Grant Award and Grantee Acceptance Notice

Grant Number:	**224-25-0840400**
Grantee:	**City of Galveston**
Program Title:	**GPD Catalytic Converter Theft Reduction Program**
Grant Award Amount:	**$460,088**
Total Cash Match Amount:	**$92,018**
In-Kind Match Amount:	**$0**
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*Reimbursement Percent: 83.33%: $460,088 MVCPA amount / ($460,088 MVCPA amount + $92,018 Cash Match)

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- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
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- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY25 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

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__X__ **Border Security Report Requirement** – This Grantee is designated as a MVCPA Border Security Grant which is located along the United States of America border with the United States of Mexico and those that are adjacent to the Gulf Intracoastal Waterway. This designation requires grantee to provide additional report information required by the General Appropriations Act of the 87th Texas Legislature, Regular Session. The Governor or Legislative Budget Board may request additional information regarding the report data during the term of the grant.

APPROVED AND ACCEPTED BY:

_____

Authorized Official

_____

Printed Name and Title

_____

Date Signed

Galveston Police Department

OFFICE OF THE CHIEF
STAFF REPORT

Date October 24, 2024

To: City Manager
Honorable Mayor and City Council Members

From: Douglas Balli, Galveston Police Department, Chief of Police

Request:

Consider for approval signing a resolution enabling the Galveston Police Department to apply for the Motor Vehicle Crime Prevention Authority Catalytic Converter theft grant.

Prior Council Action:

N/A

Background:

The Galveston Police Department is consistently looking for funding opportunities through grants to alleviate the financial burden on City of Galveston taxpayers. A grant opportunity is currently open for solicitation for the prevention of auto theft and related motor vehicle crimes, specifically catalytic converter thefts. The funding has been authorized via Senate Bill 224 through the Motor Vehicle Crime Prevention Authority.

Drafting this resolution does not guarantee successfully securing the grant funding but it does allow the Galveston Police Department to submit a competitive request.

Fiscal Impact Report

There is no fiscal impact with this resolution as it is part of the application process for the auto crimes grant.

COUNCIL APPROVED
DATE 10/24/2024
SIG. J Williams

Alternatives:

1. Approve the Resolution to apply for the grant.
2. Do not approve the resolution and do not apply for the grant.

Staff Recommendation:

3. Approve the resolution so the grant application may proceed.

Respectfully,

Douglas Balli
Chief of Police

Attachments

1. Motor Vehicle Crime Prevention Authority grant information
2. Resolution

RESOLUTION NO. 24-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, DIRECTING STAFF TO FILE ALL NECESSARY APPLICATIONS AND SUPPORTING MATERIALS IN APPLICATION FOR A FISCAL YEAR 2025 SB 224 CATALYTIC CONVERTER GRANT; ACKNOWLEDGING THE TERMS AND CONDITION OF THE GRANT; DIRECTING STAFF TO ENSURE A TIMELY APPLICATION IS MADE BY THE ESTABLISHED DEADLINE OF NOVEMBER 12, 2024, AND REPORT BACK ANY RESULTS WHEN AVAILABLE; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the theft of catalytic converters from automobiles and trucks have become more prevalent in the last few years as thieves steal them from parked vehicles and sell them to unscrupulous buyers for use of the metals inside; and

WHEREAS, the City of Galveston, Texas has not been immune from this type of crime. Catalytic converters have been stolen from parked fleet vehicles, subjecting the City to financial losses, not only from the theft itself, but also with the resulting lack of availability of the vehicles as they await repair; and

WHEREAS, the Legislature has recognized the growing problem of catalytic converter theft. In response, the 88th Legislature passed SB 224 enacting a number of changes in the law that enhance penalties and create new avenues to attack the problem of catalytic converter theft; and

WHEREAS, one initiative resulting from the Legislation was the creation of a grant program to enable local law enforcement agencies to detect and prevent catalytic converter theft in Texas; and

WHEREAS, in accordance with the grant program requirements, the City Council acknowledges that such a grant would be a reimbursable grant and subject to a 20% match; and

WHEREAS, the City Council finds the goal and purpose of such a grant is well conceived, and it is appropriate for the City to file an application for this FY 2025 SB 224 Catalytic Converter Grant; and

WHEREAS, the City Council finds that it is in the public's interest to submit a FY 2025 SB 224 Catalytic Converter Grant application and to authorize the City manager to execute all required documents for the grant program.

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

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

SECTION 2. The City Council finds that the City staff should move forward to file an application for this FY 2025 SB 224 Catalytic Converter Grant and utilize this Resolution as proof of the Council's support for this application.

SECTION 3. The City manager is authorized to execute all required documents for grant submittal for the FY 2025 SB 224 Catalytic Converter Grant program.

SECTION 4. The City staff is directed to send a certified and true copy of this Resolution to the granting authority along with all other required paperwork, as soon as possible, and no later than the grant deadline of November 12, 2024.

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

APPROVED AS TO FORM:

_____
DONALD GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular meeting held on October 24, 2024, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2024.

_____
Secretary for the City Council
of the City of Galveston

MOTOR VEHICLE CRIME PREVENTION AUTHORITY

Fiscal Year 2025 Request for Applications, 2nd Solicitation – SB 224 Catalytic Converter Grant

September 16, 2024

Notice of Request for Applications

The Motor Vehicle Crime Prevention Authority **(MVCPA)** has authorized the issuance of the Fiscal Year 2025 **(FY 2025) Request for Applications (RFA).** Senate Bill 224 provides that, "The money deposited to the credit of the general revenue fund for coordinated regulatory and law enforcement activities intended to detect and prevent catalytic converter theft in this state… may be appropriated to the Authority for the activities required by this section." To implement SB 224, the MVCPA is providing grants to local law enforcement taskforces and agencies to combat Catalytic Converter Theft. Eligible applicants may request funds for program operation by submission of an application consistent with the information, including the requirements and conditions stated in this RFA. This RFA is posted in the Texas Register for at least thirty (30) days prior to the due date for Applications.

All applications submitted will be for FY 2025. If awarded an FY 2025 SB 224 Catalytic Converter Grant, the MVCPA may provide a FY 2026 grant subject to availability of funding and grantees' positive program performance. The MVCPA may use the same FY 2025 application and prorated budget values as originally submitted for the additional period. Any ongoing program (scope) changes or budget changes will be submitted by grantees through the grant adjustment process after the creation of the second-year grants.

Due Date

Grant Applications from eligible applicants must be completely submitted on-line at https://MVCPA.tamu.edu on or before **5:00 PM, November 12, 2024. First**

time applicants must establish an account and perform account setup steps prior to an application being able to be submitted.

The required Resolution and any optional supporting documents must be scanned and submitted as attachments to the application at https://MVCPA.tamu.edu on or before **5:00 PM, November 12, 2024.**

Applicable Authority and Rules

Motor Vehicle Crime Prevention Authority grant programs are governed by the following statutes, rules, standards, and guidelines:

- Texas Transportation Code Chapter 1006 (https://statutes.capitol.texas.gov/Docs/TN/htm/TN.1006.htm)
- Texas Administrative Code (TAC): Title 43; Part 3; Chapter 57 (https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=3&ti=43&pt=3)
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts (https://comptroller.texas.gov/purchasing/grant-management/)
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and any subsequent adopted grantee instruction manuals (https://www.txdmv.gov/sites/default/files/body-files/MVCPA_FY20_Grant_Admin_Manual.pdf)
- This Request for Applications issued on **September 16, 2024.**

Eligible Applicants.

Only Texas law enforcement agencies through their city or county are eligible to apply for the FY 2025 SB 224 Catalytic Converter Grant funding.

Application Category

New Grant – These are potentially annual grants subject to available legislative funding. A 20 % Cash Match is required for this application. Applicants meeting

the eligibility requirements may submit a new grant application to the priority established by the MVCPA in the FY 2025 RFA. New applicants shall email MVCPA at GrantsMVCPA@txdmv.gov from an official governmental agency email account to request an account and that access be established.

Grant Type

Reimbursement – This is a total program budget reimbursement grant. Applicants that are awarded grants will expend local (agency) funds and then will be reimbursed quarterly, subject to compliance with standard and special conditions as contained in the Statement of Grant Award (SGA), at the agreed rate for all allowable, reasonable, and necessary program costs incurred.

Grant Term

The FY 2025 grant cycle is a one (1) year funding cycle to begin on **Signing Date of Resolution by Authorized Official, 2024, and end August 31, 2025.** Subject to availability of funding and grantees' positive program performance the MVCPA may provide a FY 2026 grant using the same on-line application systems and prorated budget values as originally submitted. No obligations or expenses may be incurred or made outside of the grant period(s).

Method of Application

Grant Applications from eligible applicants shall be submitted on-line at https://MVCPA.tamu.edu **on or before 5:00 PM, November 12, 2024**. All forms will be completed on-line. The Resolution and all supporting documents must be submitted as attachments.

Resolution Required

A Resolution (Order or Ordinance) by the applicant governing body is required to make application for these funds. The resolution shall provide that the governing body applies for the funds for the purpose provided in statute (SB 224 and this RFA) and agrees to return the grant funds in the event of loss or misuse and

designate the officials that the governing body chooses as its agents to make uniform assurances and administer the grant if awarded.

Only the governing body that submits an application needs to adopt and submit a Resolution. Participating jurisdictions in multi-agency taskforces shall agree and commit to the grant through Interlocal Cooperation Contract or agreements as provided under Texas Local Government Code Chapter 362, Texas Government Code Chapter 791, and TxGMS.

In the event a governing body has delegated the application authority to a city manager, chief of police, sheriff or other official, then applicants must submit on-line a copy of the delegation order (documentation) along with the Resolution signed by the official. A sample Resolution is attached as Appendix A.

Program Category

To be eligible for consideration for funding, a law enforcement taskforce grant application must be designed to support one or more of the following MVCPA program categories (43 TAC §57.14):

Law Enforcement, Detection, and Apprehension - provide financial support to law enforcement agencies for catalytic converter theft and crime enforcement teams (referred to as taskforces). Taskforces will develop organized methods to combat catalytic converter theft through the enforcement of applicable law. This may include recovery of vehicles, clearance of cases, arrest of law violators, and disruption of organized motor vehicle crime. This category includes development of uniform programs to prevent stolen catalytic converters from entering Mexico or being removed from Texas through outbound seaports.

Prosecution/Adjudication/Conviction - provide financial support for taskforces to work with prosecutors and the judiciary to implement programs designed to reduce the incidence of catalytic converter theft.

Prevention, Anti-Theft Devices and Automobile Registration - provide financial support for taskforces to work with organizations and communities to reduce the incidence of catalytic converter theft. The application shall demonstrate how financial support will assist motor vehicle owners to reduce catalytic converter theft.

Reduction of the Sale of Stolen Vehicles or Parts - provide financial support for taskforces to work with businesses, organizations, and communities to reduce the sale of catalytic converters. Applicants will develop organized methods to combat the sale of stolen catalytic converters using any of the following: vehicle identification number (VIN) inspections; inspections of motor vehicle part and component distribution enterprises; parts labeling and etching methods; and means to detect the fraudulent sale of stolen catalytic converters.

Educational Programs and Marketing – provide financial support for taskforces to work with individuals, businesses, organizations, and communities to assist motor vehicle owners in detecting and preventing catalytic converter theft. Develop and provide specialized training or education program(s) to the public on detecting and preventing catalytic converter theft, law enforcement on interdiction and prosecution, and government officials on detecting and preventing catalytic converter theft in this state.

Priority Funding

The MVCPA enabling statute provides that "The authority shall allocate grant funds primarily based on the number of motor vehicles stolen in, or the motor vehicle burglary or theft rate across, and the number of fraud-related motor vehicle crimes committed in the state rather than based on geographic distribution." (TTC Section 1006.151(c); SB 224). In addition, the following grant features will be given priority consideration in evaluating new grant applications:

Continuing Funded Programs in Compliance with MVCPA Grant Conditions - Applications that provide for the continuation of existing programs that currently meet the program and fiscal reporting conditions of the MVCPA grant program. Applicants must provide the ongoing need and their progress and impactful performance toward detecting and preventing catalytic converter theft.

The applicant must describe the experience and qualifications of investigators used in the program and how utilization of grant inventory and resources for continued operation of these specialized investigative grant programs are useful for state and local governments.

Programs to Combat Organized Catalytic Converter Crime – Applications for detecting and preventing catalytic converter theft enforcement teams that introduce, increase, or expand efforts to detect and prevent theft of catalytic converters by organized crime.

Border and Port Security – Applications that provide specific initiatives to identify and prevent stolen catalytic converters from crossing the border with Mexico using automatic license plate readers, training of local state and federal personnel in the identification of stolen vehicles, and bridge and port inspections.

Use of Technology – Applications that incorporate automatic license plate reader programs, surveillance equipment, and other uses of technology to increase the number of stolen catalytic converters recovered and the number of persons arrested for catalytic converter crimes.

Theft of Parts from a Motor Vehicle – Applications that incorporate a reasonable, objective plan to combat and prevent the theft of catalytic converters.

Dedicated Prosecutors – Applications that incorporate a dedicated prosecutor to increase the priority of catalytic converter theft prosecutions and decrease the number of repeat offenders through successful and timely prosecution efforts.

Supporting Documents

Documents that provide evidence of local support or commitment from other officials or agencies for the application may be submitted following the same instructions as the Resolution. Interagency agreements shall be submitted prior to payments being authorized if an award is made. MVCPA recommends that interagency agreements be completed after award determinations are made to ensure correct amounts are reflected in those agreements. All interagency agreements must meet the conditions and elements required in the TxGMS.

Supplanting Prohibited

Grant funds provided by the Authority under this RFA shall not be used to supplant federal, state, or local funds that otherwise would be available for the same purposes (43 Texas Administrative Code §57.9). Supplanting means the replacement of other funds with MVCPA grant funds. This shall include using existing resources already available to a program activity as cash match.

NICB – Applicants may enter into formal agreements with the National Insurance Crime Bureau (NICB) to work on grant funded activities. The amount of salary and other direct costs related to the work on grant activity provided by the NICB may be reported. Time certifications are required to be made by the employee for these positions as required by TXGMS.

In-Kind Match

Only include in-kind match if necessary for the local jurisdiction. In-kind match may be used to: 1) reflect the total level of jurisdictions' effort/costs to combat catalytic converter theft; 2) reflect how the grant program fits into jurisdictions' operation; 3) effectively operate a single program with multiple funding streams;

and/or 4) contributions from the applicant or third parties that are for grant funded activity. Costs in detail line items shall not be split between in-kind match and grant funding. For example, the entire salary of an officer shall be placed in one expense type rather than split between grant and in-kind.

Reporting and Webinar Attendance Requirements

Applicants that are awarded grants will be required to provide:

Quarterly Progress Reports - The MVCPA requires the submission of quarterly progress reports to demonstrate progress toward meeting goals and activities provided in the grant application. These include: 1) Monthly progress toward meeting statutorily required performance measures; 2) Monthly progress recorded on the *Goals, Strategies and Activities report;* and 3) Quarterly Summary and Success section. Grantees designated as Border/Port Security grants are required to complete additional sections required by the Texas Legislature.

Quarterly Financial Reports – Reports of actual expenses incurred are required to request funds. All expenditures must be in accordance with local policies and procedures and grant requirements. Grantees shall review all expenditures, ensure all applicable regulations are followed, and maintain documentation that is accurate and complete. All expenses must be supported by appropriate documentation.

Webinar Attendance: One grant financial representative from the applicant agency is required to attend a monthly session via teleconference or webinar that includes information on MVCPA grant administration.

One law enforcement officer is required to attend the information sharing and networking sessions on a monthly session via teleconference or webinar that includes law enforcement issues and other MVCPA issues critical to the successful operation of MVCPA taskforces.

Funding Requirements and Conditions:

State Funds Availability – All awards by the MVCPA are subject to availability of state funds.

Right of Refusal – The Authority reserves the right to reject any or all the applications submitted.

Awards – Publishing the RFA does not legally obligate the Authority to fund any programs.

Partial Funding – The Authority may choose to offer funds for all, or any portion of a program submitted in an application.

Substitution – The Authority may offer alternative funding sources, special conditions, or alternative program elements in response to submitted Applications.

Application Required – Registration for on-line access is required. The MVCPA is not responsible for applicants that cannot complete the registration and application process on time.

No Alternative Application Submission – Paper applications and requests for funding are not accepted in lieu of the on-line grant application process.

Review Criteria – Authority staff and any designated MVCPA Board member(s) will review each grant using subjective and objective tools and comparative analysis. The weight given to each section or combination of sections is at the sole discretion of the Authority.

Questions and Clarification – During the review period, the applicant may be contacted by Authority staff to answer questions or to seek clarification regarding information provided in the application. Failure to promptly respond will not disqualify an applicant, but information that is submitted after the review period may not be considered.

Final Selection – The Authority may select and award programs that best meet the statutory and legislative purposes of SB 224 and that reflect its current priorities. No appeal may be made regarding the Authority's decisions.

Changes in Application – If an applicant proposes changes to be made in the program type or participation of jurisdictions after an award is determined, then the Authority will review the changes and may make modifications (including the amount) or cancel the award as deemed appropriate by the Authority.

Delayed Start – An applicant that is awarded a grant and does not begin operations within 30 days of the issuance of the Statement of Grant Award is considered terminated.

Application instructions – the MVCPA will provide additional details and instructions in the on-line application system that are incorporated by reference as part of this RFA and which must be followed during the application and award process.

Program Income – is defined in the TxGMS. Current grantees carrying forward program income to future years will follow the new rules established by the Texas Comptroller and MVCPA Grant Administrative Manual.

TCOLE Certifications Required – All law enforcement agencies regulated by Chapter 1701, Occupations Code must certify that they are in compliance with the Texas Commission on Law Enforcement standards or provide a certification from the Texas Commission on Law Enforcement that states that the requesting agency is in the process of achieving compliance with said rules.

Selection Process:

Eligible applications will be reviewed. Grant award decisions by MVCPA are final and not subject to judicial review.

Applications that do not meet the stated requirements of this RFA and that are not eligible for review will be notified within ten (10) working days after the due date.

Application Workshop

Potential applicants are requested to attend the on-line "Motor Vehicle Crime Prevention Authority SB224 Catalytic Converter Grant Application Workshop" which has been scheduled for: Wednesday November 20, 2024 (1:30 PM to 3:00 PM). Join by using the following links:

THIS MEETING WILL BE HELD REMOTELY VIA MICROSOFT TEAMS MEETING

Join on your computer, mobile app or room device.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2IwNjI4MWYtNTQxYy00YTM5LTlkMTUtYWU2YTY2YzUzZWMx%40thread.v2/0?context=%7b%22Tid%22%3a%2272719f70-3533-46b3-9456-ec1235143768%22%2c%22Oid%22%3a%22a810f53f-9b01-49b0-9a51-e2652a0e7c64%22%7d

Meeting ID: 299 797 027 424
Passcode: 5nydFF

Download Teams (https://www.microsoft.com/en-us/microsoft-teams/download-app)

Join on the web (https://www.microsoft.com/microsoft-teams/join-a-meeting)

Or call in (audio only)

+1 737-787-8456,, 138752901# United States, Austin

Phone Conference ID: 138 752 901#

MVCPA Application Checklist

Each Applicant must:

1) Complete the on-line Application on or before **5:00 PM, November 12, 2024.**
2) Complete the Resolution with the city or county and attach with other supporting documents on or before **5:00 PM, November 12, 2024.**

2025 **Blank City / County** Resolution or Order or Ordinance

Motor Vehicle Crime Prevention Authority

2025 Blank City / County Resolution

FY 25 SB 224 Catalytic Converter Grant Program

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement taskforces and agencies for economic motor vehicle theft, including catalytic converter theft; and

WHEREAS this grant program will assist this jurisdiction to combat catalytic converter theft; and

WHEREAS, [GOVERNMENTAL ENTITY] has agreed that in the event of loss or misuse of the grant funds, [GOVERNMENTAL ENTITY] agrees and assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

NOW THEREFORE, BE IT RESOLVED and ordered that [NAME], [TITLE], is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that [Name] is designated as the Program Director and [Name] is designated as the Financial Officer for this grant.

Adopted this _____day of _____, 2024.

_____

NAME

TITLE: County Judge /Mayor/ City Manager

SCHOLES INTERNATIONAL AIRPORT GALVESTON

Scholes International Airport

AIRPORT ADMINISTRATION
2115 Terminal Dr. | Galveston, TX 77554
www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

Date: March 27, 2025

To: City Manager
Mayor and City Council Members

From: Mike Shahan, Airport Director

Project Location: Scholes International Airport

Project: Professional Services Agreement with H.W. Lochner Inc.

Request: Consider for approval an expenditure of $81,800.00 on professional consulting services with H.W. Lochner Inc. for the engineering/ design for concrete pavement rehabilitation for the shoulders of Runway 18/36, Taxiways A, B, C, D, remainder of the terminal apron, and enhanced airfield markings, upon final approval by the City Attorney.

Prior Council Action:

A. On September 8, 2022, the City Council approved Resolution No. 22-028, applying for a Texas Department of Transportation, Aviation (TxDOT) grant for engineering/ design services for the rehabilitation of the runway safety area for Runway 14.

B. TxDOT Project Grant 2312GLVST was signed by TxDOT on November 14, 2022, for engineering/ design services for the rehabilitation of the runway safety area for Runway 14.

C. TxDOT entered into a Professional Engineering Services Agreement with H.W. Lochner Inc. on April 5, 2023, for engineering/ design services for the rehabilitation of the runway safety area for Runway 14. This contract also included utilizing H.W. Lochner Inc. for multiple engineering/design and construction grants over the next five years. The future scope of work consists of the following projects:

1. Reconfigure and construct new Taxiway E access points to Runway 18 to satisfy any pertinent FAA Runway incursion mitigation requirements and standards;
2. Taxiway E relocation, reconstruction and decommission of existing Taxiway E;
3. General aviation ramp reconstruction;
4. Airfield drainage improvements; and
5. Rehabilitation and airfield markings of Taxiways A, B, C, and D.

D. The items listed above were all needed to meet the current FAA safety standards and, coincidently, are required to meet the FAA Part 139 standards for commercial service airports.

AIRPORT ADMINISTRATION
2115 Terminal Dr. | Galveston, TX 77554
www.galvestonairport.com | airport@galvestontx.gov | 409-797-3590

Background:

A. On July 29, 2024, City staff met with TxDOT staff in Austin and submitted a Letter of Interest for airport development grants for the airport to ensure continued safe and efficient operation. The projects included funding for Taxiway E Phase 2 construction costs, an increase in the construction costs for the runway safety area for Runway 14, and engineering/ design and rehabilitation costs for the shoulders of Runway 18/36, Taxiways A, B, C, D, remainder of the terminal apron, and enhanced airfield markings.

B. Below is a list of four projects that TxDOT currently has listed on their CIP list or in their draft CIP list to be funded. The total estimated cost of the four projects below is $11,632,188, with our required match estimated at $1,094,559.

C. Projects number 1 and 2 below are reimbursable grants that require the airport to fund the projects up front. Once the projects are completed, TxDOT will refund approximately 92.6% of the eligible cost back to the airport on the year the funding is available.

1. Engineering/ design and rehabilitation of pavement improvements for the shoulders of Runway 18/36, Taxiways A, B, C, D, the remainder of the terminal apron, and enhanced airfield markings for an estimated amount of $81,800.
    - Reimbursement is currently funded in FY 2025. Our 5% match is estimated to be $4,090.

2. Construction for the shoulders of Runway 18/36, Taxiways A, B, C, D, and the remainder of the terminal apron rehabilitation is estimated at $2,550,388.
    - Reimbursement is currently funded in FY 2026. Our 7.47% required match is estimated to be $190,469.

3. Construction of runway safety area for Runway 14 and Taxiway E Phase 2. The current estimated cost is $6,000,000 and is scheduled for FY 2027.
    - Our 10% match is estimated to be $600,000.
    - We anticipate completing Phase 2 at the same time as Phase 1 of the Taxiway E Relocation is done. Should this happen, we anticipate Phase 2 will become a reimbursement grant and be reimbursed in FY 2027.

4. Enhanced markings for Runway 18/36, Taxiway A, B, C, D, and the remainder of the terminal apron are estimated at $3,000,000.
    - This project is scheduled for FY 2029. Our 10% match is estimated to be $300,000.

D. The Agreement for Professional Services with H.W. Lochner is for the engineering/ design for concrete pavement rehabilitation for the shoulders of Runway 18/36, Taxiways A, B, C, D, remainder of the terminal apron, and enhanced airfield markings. The contract amount is $81,800, which includes our 5% match of $4,090.

Fiscal Impact Report:
The fee proposal from H.W. Lochner Inc. is $81,800.00.

A. **Funding Source:** $81,800.00 of Airport funds will cover the engineering/design cost.

B. **Total Cost:** This project's current estimate for engineering/design professional services is $81,800. Using the TxDOT reimbursable grant, we will be reimbursed 95% of the total approved cost, which is currently estimated to be $77,710. The remaining $4,090 is our 5% required match, which we will not be reimbursed.

Funding Source	Amount
Airport Funds	$ 81,800.00
TxDOT Reimbursable Grant	$ (77,710.00)
Total:	**$ 4,090.00**

Alternatives:
A. City Council approves the expenditure of $81,800.00 for professional consulting services with H.W. Lochner Inc. for the engineering/ design for pavement rehabilitation for the shoulders of Runway 18/36, Taxiways A, B, C, D, remainder of the terminal apron, and enhanced airfield markings, upon final approval by the City Attorney.

B. City Council does not approve the expenditure. The projects will not move forward in a timely manner, delaying the much-needed improvements.

Staff Recommendation:
Approve the expenditure of $81,800.00 for professional consulting services with H.W. Lochner Inc. for the engineering/ design for concrete pavement rehabilitation for the shoulders of Runway 18/36, Taxiways A, B, C, D, remainder of the terminal apron, and enhanced airfield markings, upon final approval by the City Attorney.

Attachment:
H.W. Lochner Inc. - Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement (the "Agreement") is made and entered into this 27th day of March 2025, by and between:

The Owner: **City of Galveston ("CITY" or "Owner")**
823 Rosenberg Street
Galveston, Texas 77550

and

The Service Provider: **H.W. Lochner Inc. ("Service Provider")**
12750 Merit Drive Suite 570
Dallas, Texas 75251

for

The Project: **Scholes International Airport Pavement Markings and Concrete Pavement Rehab**
TxDOT CSJ: 2512GALVN

The Owner and the Service Provider agree as follows:

1. SERVICE PROVIDER SERVICES

The Service Provider agrees to perform the services specifically described in Exhibit 1 (and any applicable exhibits attached herein), and all other professional services reasonably inferable from Exhibit 1 and necessary for complete performance of the Service Provider's obligations under this Agreement. To the extent of any conflict between the terms in Exhibit 1 (and any applicable exhibits attached herein) and this Agreement, the terms of this Agreement shall prevail.

2. TERM:

Agreement shall be effective upon execution by the Owner for one 1 year, unless sooner terminated under the terms set forth herein.

3. COMPENSATION

The Service Provider compensation for professional services shall be as described in Exhibit 2.

The City shall not be responsible for payment to the Service Provider for any additional services or expenses, except upon an agreement for additional services.

Prior to commencing any additional service, the Service Provider shall prepare an additional proposal detailing the scope of the additional services and the proposed fee for those services. The Service Provider shall proceed to perform additional services only after written acceptance of the additional service and fee by Owner.

Each additional service accepted by Owner and performed by the Service Provider shall become part of this agreement and shall be subject to all the terms and conditions of this agreement.

4. SERVICE PROVIDER RESPONSIBILITIES

The Service Provider agrees and acknowledges that Owner is entering into this Agreement in reliance on the Service Provider's represented professional abilities with respect to performing professional services, duties, and obligations under this Agreement.
The Service Provider shall perform its Services:

(1) Standard of Care - with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and
(2) Expeditiously in accordance with the usual and customary professional standards of care, skill and diligence consistent with good engineering practices for firms in Texas that provide professional design services for projects that are similar in size, and scope, to the Project, and
(3) in compliance with all applicable federal, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

The Service Provider agrees and acknowledges that there are no obligations, commitments, or impediments of any kind known to the Service Provider that will limit or prevent performance by the Service provider of its services. Also, the Service Provider shall not engage in any activity that would reasonably appear to compromise the Service Provider's professional standard of care.

The Service Provider hereby agrees to correct, at its own cost, any of its services, and the services of its consultants, that do not meet the standard of care.

The Service Provider shall at all times provide sufficient personnel to accomplish all services in a timely manner. The Service Provider shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of the Service Provider's obligations under this Agreement.

The Service Provider shall designate a representative primarily responsible for Services under this Agreement. The designated representative shall act on behalf of the Service Provider with respect to all phases of the Service Provider's Services and shall be available as required for the benefit of the Project and Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

Services shall be accurate and free from material errors or omissions. The Service Provider shall promptly correct any known or discovered error, omission, or other defect in the plans, drawings, specifications, or other services provided by the Service Provider without any additional cost or expense to Owner.

The Service Provider shall furnish all the respective executed Appendices as required in Exhibit 3.

5. THE OWNER'S RESPONSIBILITIES

The Owner shall provide the Service Provider with a full description of the requirements of the Project.
The Owner shall furnish surveys, geotechnical reports or other special investigations of the Project site as requested by the Service Provider and as reasonably necessary for the completion of services. The Owner shall furnish structural, mechanical, chemical and other laboratory tests as reasonably required. The Service Provider shall provide prompt written notice to the Owner if the Service Provider becomes aware of any error, omission or inconsistency in the information provided.

Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to the Service Provider by the Owner and its agencies. The Owner and its agencies will cooperate with the Service Provider in every way possible to facilitate the performance of the work described in the Agreement.

The Owner will review the Service Provider's drawings, specifications and other documents of service produced by the Service Provider (collectively the "Design Documents") in the performance of its obligations under this agreement as required. Owner will notify the Service Provider of any design fault or defect in services or Design Documents of which Owner becomes aware.

The Owner designates Mike Shahan as its representative authorized to act in the Owner's behalf with respect to the Project. The Service Provider designates Chris A. Whitfield, as it representative authorized to act in the Service

Provider's behalf with respect to the Project. Any change or addition of representative of either party shall be provided to the other in writing.

6. INDEPENDENT CONTRACTOR

The parties are independent contractors to each other. Nothing in this Agreement shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.

7. PAYMENTS TO SERVICE PROVIDER

The Service Provider shall present monthly Applications for Payment to the Owner detailing the Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, the Service Provider shall submit payroll information, receipts, invoices and any other evidence of payment which Owner or its designated representatives shall deem necessary to support the amount requested.

Owner shall promptly review the Application for Payment and notify the Service Provider whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay the Service Provider for all approved services and expenses. For purposes of Texas Government Code § 2251.021(a)(2), the date performance of services is completed is the date when the Owner's representative approves the Application for Payment.

Owner shall have the right to withhold from payments due to the Service Provider such sums as are necessary to protect Owner against any loss or damage which may result from negligence by the Service Provider or failure of the Service Provider to perform its obligations under this Agreement.

8. DIRECT SALARY EXPENSE

Direct Salary Expense ("DSE") is defined as the actual salaries of the Service Provider's personnel directly engaged on the Project, expressed on an hourly wage basis prior to deductions for employment taxes and employee-paid benefits. DSE shall not include the costs of mandatory and customary employer provided contributions and employee benefits, overhead expenses or profit relating to the Project. Any multiplier applied to the DSE shall be for the purpose of covering all employer provided contributions and employee benefits, overhead expenses, and profits.

Prior to commencing Services, Service Provider shall identify all personnel who will be assigned to the Project along with their titles and DSE hourly wage. Refer to Exhibit 2.

9. ACCOUNTING RECORDS

Records of the Service Provider's costs, reimbursable expenses pertaining to the Project, and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three years after final Payment or abandonment of the Project, unless Owner otherwise instructs the Service Provider in writing. The Service Provider's records shall be kept in generally accepted accounting principles.

10. OWNERSHIP AND USE OF DOCUMENTS

The Design Documents prepared by the Service Provider as instruments of service are and shall remain the property of the Owner whether the Project for which they are created is executed or not. The Service Provider shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference in connection with the Project.

The Owner shall have an irrevocable, perpetual license and right, which shall survive the termination of this Agreement, to use the Design Documents and the ideas and designs contained in them for any purpose, with or without participation of the Service Provider.

Except for such license(s) granted herein, no other license or right shall be deemed granted or implied under this agreement.
In the event the Owner uses the instruments of service without the participation of the Service Provider, the Owner releases the Service Provider from all claims and causes of action arising from such uses. Any unauthorized use of the instruments of service shall be at the Owner's sole risk.

11. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Service Provider.

12. DISPUTE RESOLUTION

Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.

Nothing herein shall hinder, prevent, or be construed as a waiver of Owner's right to seek redress on any disputed matter in a court of competent jurisdiction.

Nothing herein shall waive or be construed as a waiver of the Owner's sovereign immunity.

Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by the Service Provider, in whole or in part. Owner and Service Provider agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended.

Except in the case of a breach of contract or termination for cause, in the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

13. TERMINATION FOR CAUSE

If, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner their obligations under this Agreement, or if the Service Provider shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Service Provider of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Service Provider under this Agreement shall, at the option of the Owner, become property of the Owner and the Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Service Provider shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Service Provider, and the Owner may withhold any payments to the Service Provider for the purpose of set-off until such time as the exact amount of damages due the Owner from the Service Provider is determined.

14. TERMINATION FOR CONVENIENCE

The Owner may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the Service Provider. In the event of termination not the fault of the Service Provider, the Service Provider shall be

entitled to compensation for all services satisfactorily performed to the termination date provided the Service Provider delivers to Owner statements, accounts, reports and other materials as required for payment along with all reports, documents and other materials prepared by Service Provider prior to termination. If this Agreement is terminated due to the fault of the Service Provider, paragraphs relative thereto shall apply.

15. INSURANCE

15.01 **Insurance Coverage.** The Service Provider, consistent with its status as an independent contractor, will carry and will cause its consultants to also carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the *Texas Insurance Code*, having an A.M. Best Rating of B+ or better, and in amounts not less than the minimum limits of coverage described below. The costs of such insurance will be at the expense of the Service Provider.

a) Professional Liability Insurance (errors and omissions), acceptable to and approved by the Owner, with a limit of no less than:

$1,000,000 each claim/$2,000,000 aggregate for projects with total project cost less than $50,000,000;

$2,000,000 each claim/$2,000,000 aggregate for projects with total project costs between $50,000,000 and $100,000,000;

$5,000,000 each claim/$5,000,000 aggregate for projects with total project cost greater than $100,000,000.

For consultants, Professional Liability Insurance (errors and omissions) limits shall be not less than $1,000,000 each claim/$2,000,000 aggregate.

Such insurance shall provide coverage for claims arising out of an error, omission or negligent act in the performance of professional services by or on behalf of the Service Provider. Coverage shall not be limited to bodily injury and property damage, but shall also include economic loss. Policy shall not include pollution, mold or asbestos exclusions. Claims-made coverage is acceptable, as long as the retroactive date on the policy predates the date that professional services are first performed under this Agreement. The policy must provide for the reporting of circumstances that may give rise to a claim. The policy must be continuously renewed for at least five (5) years following project completion. If coverage is allowed to lapse or the retroactive date on the policy is advanced, then Service Provider or consultant shall purchase an extended reporting period of five (5) years, or the longest extended reporting period commercially available and any physical property damage, including the loss of use thereof, bodily injury or death resulting there from.

b) Commercial General Liability $1,000,000 each occurrence
$2,000,000 aggregate

The required Commercial General Liability policy will be issued on a form that insures liability for bodily injury (including death), property damage, and personal and advertising injury assumed under the terms of this Agreement.

c) On Site Insurance: If any services are performed on Owner's premises, the Service Provider will carry and will cause its consultants also to carry the following additional insurance. The Service Provider shall furnish to Owner Certificates of Insurance as set forth below prior to the performance of any work hereunder and shall maintain such coverage during the full term of the Agreement.

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$100,000 each employee
Bodily Injury by Disease	$100,000 policy limit
Business Auto Liability	
Single Limit	$1,000,000 each occurrence

*** If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial Liability Policy.

15.01.01 Evidence of all required insurance shall be provided on a Texas Department of Insurance approved certificate form (Acord Form is a Texas Department of Insurance pre-approved form) verifying the existence of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by the Service Provider under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate verifying the continued existence of all required insurance no later than 30 days after each annual insurance policy renewal. All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The City of Galveston, as Additional Insured for activities arising out of this Agreement on an ISO (CG 20 10 0704) or equivalent form. Workers compensation insurance policies will be endorsed to provide a waiver of subrogation in favor of The City of Galveston. Commercial General Liability and Business Auto Liability insurance policies will be endorsed to provide primary and non-contributory coverage.

15.01.02 Notice of Cancellation: Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

15.01.03 Service Provider is responsible for any self-insured retentions, or deductibles that apply to any policy limit required herein.

15.01.04 Certificates of Insurance. Approved Texas Department of Insurance certificates will be mailed, faxed, or emailed to the following Owner contact.

City of Galveston
ATTN: Purchasing Contract Administrator
823 Rosenberg Street
Galveston, Texas 77550
Email: Purchasing@Galvestontx.gov

Service Provider is responsible for obtaining and maintaining evidence of all required insurance from consultants and will provide copies to Owner upon request.

15.01.05 The insurance policies required in this Agreement will be kept in force for the periods specified below:

Required coverages will be kept in force until receipt of Final Payment to the Service Provider by Owner;

Workers' Compensation Insurance and Employer's Liability insurance will be kept in force until the Work has been fully performed and accepted by Owner in writing.

Professional Liability insurance (errors and omissions) shall be maintained in accordance with Section 13.01 a).

15.01.06 If Owner is damaged by failure of Service Provider (or consultant) to maintain insurance as required herein, then Service Provider shall bear all reasonable costs properly attributable to that failure.

16. INDEMNITY

FOR CONSIDERATION RECEIVED, The Service Provider shall, to the extent allowable, indemnify, save and hold OWNER of Galveston harmless, including OWNER's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of the Service Provider or those acting under The Service Provider's supervision or control. The Service Provider shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of OWNER. Service Provider shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless OWNER and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

17. ASSIGNABILITY

Service Provider shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Owner. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

18. VENUE, GOVERNING LAW

This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

19. WAIVER

A delay or omission by either party in exercising any right or power under the Agreement shall not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement shall not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement.

20. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination shall not affect any other provision of this Agreement which shall be interpreted as if the invalid or unenforceable provision had not been included.

21. PROPRIETARY INTERESTS

All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by the Service Provider in the performance of services for Owner, which is not generally known to the public, shall be confidential and Service Provider shall not disclose any such confidential information, unless required by law. The Service Provider shall not announce or advertise its engagement by Owner in connection with the Project or publicly release any information regarding the Project without the prior written approval of Owner.

22. MODIFICATION

No change in the terms of this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.

23. FORCE MAJEURE

No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, Pandemic, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

24. REPORTS AND INFORMATION

The Service Provider, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

25. NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted via certified United States mail, return receipt requested, facsimile or electronic delivery, or by private delivery service and shall be addressed as follows or to such different addresses as the Parties may from time to time designate by giving written notice to the other party of such change:

If to the City:
City of Galveston
Attn: City Manager and City Attorney
823 Rosenberg,
Galveston, TX 77550
Telephone 409-797-3520
Email: Citymanager@galvestontx.gov

If to Service Provider:
H.W. Lockner
Attn: Chris A. Whitfield, P.E.
12750 Merit Drive Suite 570
Dallas Texas 75251
Telephone: 214-373-7873
Email: hwlochner.com

Notices shall be deemed effective upon receipt.

26. CYBERSECURITY PLAN

The Vendor shall establish, implement, and maintain a Cybersecurity Plan. This plan shall describe the processes and procedures that will be followed to ensure the appropriate security of IT resources that are developed, processed, or used under this contract. The Vendor Cybersecurity Plan shall comply with applicable laws.

27. EXHIBITS

All Exhibits attached hereto are incorporated herein by reference for all purposes as part of this Agreement. To the extent of any conflict, this Agreement will control.

Exhibit 1 – Scope of Services and Schedule
Exhibit 2 - Compensation
Exhibit 3 – Federal Clauses
– Conflict of Interest Form Executed
– House Bill 13, 19, 89 Verification Form Executed
– Property Tax Statement Executed
– Nepotism Statement Executed
– Non-Collusion Statement Execute
– Document 00435 Debarment, Suspension Ineligibility & Voluntary Exclusion (49 CFR PART 29) Executed

28. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between the Service Provider and Owner and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS	**H.W. Lochner**
By: _____	By: _____
City Manager	**Company Representative**

ATTEST:

_____

City Secretary

APPROVED AS TO FORM

_____

City Attorney

EXHIBIT 1

SCOPE OF WORK, SCHEDULE AND DBE GOALS

Service Provider understands that TxDOT Aviation (TxDOT) and the City intends to construct the following improvements at the Scholes International Airport at Galveston (Airport):

- **Concrete Pavement Rehabilitation:** Design concrete joint seal replacement and spall repair for the shoulders of Runway 18-36; Taxiways A, B, C & D; and the remainder of the terminal apron.
- **Pavement Markings:** Design Enhanced Runway Holding Position Markings according to the FAA AC 150/5340-1M (or latest edition) in all locations.

SCOPE OF SERVICES

SERVICES TO BE PROVIDED BY THE CITY:

City shall do the following in a timely manner so as not to delay the services of the Service Provider:

1. Provide sufficient criteria and information as to the City's requirements for the Project including but not limited to, design objectives, capacity and performance requirements, and budget constraints; identify design and construction standards which the City will require to be used for the Project.

2. Make available plans, specifications, maps, field notes, previous reports, statistics, and other data in the City's possession relative to the existing facilities and to the Project.

3. Furnish the Service Provider appropriate data in the City's possession including, but not limited to, soils and foundation investigations, boundary and other surveys, environmental assessments or environmental impact statements, and planning or engineering reports.

4. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Service Provider.

5. Give prompt written notice to the Service Provider whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of the Service Provider's services, or any defect in the work of the contractor(s).

Direct the Service Provider to provide the necessary additional services or other services as required.

SERVICES TO BE PROVIDED BY THE SERVICE PROVIDER

Service Provider shall provide the City professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as the City's professional engineering representative for the project and providing professional engineering consultation and advice incidental thereto.

After written notice to proceed with the Preliminary Engineering Report Phase, Service Provider shall:

A. <u>Preliminary Engineering Report Phase</u>

1. Attend conferences and meetings including a Pre-design Conference with the City, and other interested parties to review available data and to clarify and define schedules and requirements of the Project.

2. Prepare a Preliminary Engineering Report consisting of but not limited to a general description of the scope of the Project, schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved, including applicable requirements of governmental authorities having jurisdiction, and the alternative solutions available to City, and setting forth Consultant's findings and recommendations. The report will discuss if an RSA inventory/determination needs to be conducted/updated based on triggering actions as described in FAA ARP SOP 8.00 Runway Safety Area Determination, environmental concerns and alternative solutions. The report will set forth the Consultant's

opinion of total probable costs for the Project, including but not limited to the following, which will be separately itemized: (a) construction cost; (b) engineering costs; (c) construction inspection; (d) construction testing; and, (e) (on the basis of information furnished by City) allowances including: (i) charges of all other professionals and consultants; (ii) costs of land and rights-of-way; (iii) costs of other services to be provided by others for City. The total of all such costs, allowances, etc. are hereinafter called "Total Project Cost." The Consultant shall furnish two (2) draft copies of completed report documents to City and one (1) copy to City for review. Consultant's opinions of probable Total Project Costs provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional engineer, familiar with the construction industry and current market forces and prevailing costs.

3. Attend conference to review completed report documents with City, and other interested parties. Prepare and distribute minutes of the conference to the attendees within five (5) calendar days.

B. Preliminary Design Phase

After written authorization to proceed with the Preliminary Design Phase, Service Provider shall:

1. Attend meetings and conferences, as necessary, to obtain information and coordinate and/or resolve design matters.

2. Establish the scope of any special surveys, boundary surveys, or special tests which in the opinion of the Service Provider, may be required for the design of the Project and arrange, if requested by the City, for such work to be done.

3. On the basis of the accepted Preliminary Engineering Report, prepare 70% complete preliminary design documents consisting of all preliminary drawings, Bid Proposal, technical specifications and modifications using strike-thru and bold method to reflect changes and other related documents. The Service Provider shall furnish one (1) copy of the preliminary design documents to City for review.

4. Furnish to City a revised opinion of probable total project costs based on the preliminary drawings.

5. Attend conference to review preliminary design documents with City, and other interested parties. Prepare and distribute minutes of the conference to the attendees within five (5) calendar days.

6. Make revisions to the Preliminary Design Documents as may be required after review by the City and other approving authorities.

C. Final Design Phase

After written authorization to Proceed with the Final Design Phase, Service Provider shall:

1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable total project costs, prepare final design documents consisting of all final drawings (100% complete), Bid Proposal, technical specifications and modifications using strike-thru and bold method to reflect changes and other related documents. The Service Provider shall furnish two (2) copies of the draft final design documents and other related documents to City for review. Drawings, specifications and contract documents will be prepared in conformance with standards provided by the City.

2. Provide required technical criteria, written descriptions and design data; submit applications for permits; obtain approvals of such governmental authorities as have jurisdiction to approve the design of the Project; and assist City in consultations with appropriate authorities.

3. Furnish to City a revised opinion of probable total project costs based on the final Drawings and Specifications.

4. Attend conference to review final design documents with City, and other approving authorities. Prepare

and distribute minutes of the conference to the attendees within five (5) calendar days.

5. Make revisions to the Final Design Documents as may be required after review by the City and other approving authorities. After revisions, the Service Provider shall furnish one (1) copy of the final design documents to City.

6. Attend meetings and conferences, as necessary, to obtain information and coordinate and/or resolve design matters.

7. Make amendments to the Preliminary Engineering Report to reflect any revisions to project scope, design criteria, Total Project Costs and other significant items that are incorporated into the Final Design Documents.

8. Prepare a Storm Water Pollution Prevention Plan (SW3P), Erosion Control Plan & details, and supporting documents as necessary.

D. Bidding Phase

After written authorization to proceed with the Bidding Phase, Service Provider shall:

1. Prepare all approved issued for construction documents (listed below) at a resolution of 300 dpi on maximum sheet size of 11" x 17" within two (2) weeks from Notice to Proceed.

2. Provide separate PDF files electronically for each item listed below

   i) Cost Estimate for Construction (1 copy each in PDF and Microsoft Excel format)

   ii) Sign, sealed and dated Project Drawings

   iii) Sign, sealed and dated Technical Specifications in one file as specified in the Table of Contents

   iv) Final sign, sealed and dated Geotechnical Report, if applicable

   v) Drawing Index

   vi) Prepared Bid Form.

   vii) Construction Management Plan

   viii) Final Engineering Report

3. Prepare and submit all summarized Construction Management fees to include hourly rate and labor estimates for proposed project support staff (Construction Administration, Closeout, Material Testing, Resident Project Representative and Surveying) to City's Project Manager within three (3) weeks from Notice to Proceed.

4. Submit addenda in Adobe PDF format, with a maximum size of 10MB, as appropriate to interpret, clarify or expand the Bidding Documents to City no later than seven (7) days prior to bid opening unless approved by City. If addenda require a bid form revision, the addenda shall only reference and not include in the body a revised bid form. The revised bid form shall be separate from the Addenda.

5. Conduct an onsite pre-bid conference to discuss the requirements of the Project with prospective bidders, subcontractors and suppliers. The Service Provider shall prepare and distribute minutes of the conference to the attendees.

6. Conduct an onsite bid opening, and submit electronically to City's Project and Grant Manager, and eGrants under Notice to Bid, Bid Recommendation and Award section completed Aviation Divisions bid opening sign in sheet, bid results summary sheet, and submitted bid packages including Bid Bond and

Qualifications within one (1) day of bid opening.

7. Evaluate bids, prepare and submit bid tabulation sheets, and submit letter of recommendation after final DBE/HUB compliance notification. Upload all documents into eGrants Notice to Bid, Bid Recommendation and Award section. within one (1) day of DBE/HUB compliance notification.

8. After contract execution with Contractor and prior to pre-construction meeting, prepare based on awarded contract items, Aviation Division's Contractor Pay Request and Summary of Work Performed sheet and submit to Resident Project Representative and City's Project Manager.

In addition to the items listed above, the referenced scope of work also includes:

1. Preparation and submittal of the FAA OE/AAA
2. Preparation of the Construction Management Plan, and
3. Preparation of the Construction Safety Plan.

Service Provider has not included a design survey in this proposal, if it is deemed necessary during the Preliminary Engineering Report Phase it can be added as an additional service and a change order as described in Section 3 – Compensation of this Agreement. Data for the design will be obtained using existing CAD files, airport imagery, and on-site visual inspection.

Service Provider has not included an estimated fee in this proposal for Construction Phase, Close-Out Phase, Construction Survey, Construction Materials Testing Services, nor Resident Project Representative. It is understood that the actual agreement for those services will be established after the plans are completed and prior to construction.

Schedule

We propose to perform the services described above in accordance with the following schedule: PER

Preliminary Phase	6 weeks following NTP
Design Phase	6 weeks following NTP
Bidding	as required

The schedule above does not include review time for the Airport, City, or other applicable agencies.

DBE Participation

Service Provider understands in the Request for Qualification for Professional Engineering Services that the DBE goal for this project is 0.0% per TXDOT. Service Provider will utilize Hollaway Consulting during the construction phase of this project for Resident Project Representation. The DBE participation is 0.0%.

EXHIBIT 2

COMPENSATION

SUMMARY OF ENGINEERING RELATED FEES
DESIGN PHASE SERVICES

TxDOT CSJ #: 2xxxGLVST
LOCHNER #: 20995 - TO003
SCHOLES INTERNATIONAL AIRPORT AT GALVESTON (GLS)
GALVESTON, TEXAS
Prepared by CAW **1/14/2025**
PAVEMENT MARKINGS AND
CONCRETE PAVEMENT REHABILITATION

Phase	Invoicing Method		Total Amount
A. BASIC SERVICES			
1. Preliminary Phase	Lump Sum	$	1,400.00
2. Preliminary Engineer's Report Phase	Lump Sum	$	26,400.00
3. Preliminary Design Phase	Lump Sum	$	21,700.00
4. Final Design Phase	Lump Sum	$	23,000.00
5. Bidding Phase	Lump Sum	$	9,300.00
	PART A SUBTOTAL =	$	81,800.00
B. SPECIAL SERVICES			
1. Administrative Assistance - Note Included	Lump Sum	Not Included	
2. Field Survey - Engineering Design - Note Included	Lump Sum	Not Included	
3. Geotech. & Pavement Investigation - Note Included	Lump Sum	Not Included	
4. Permitting / SWPPP / CADEx Checklist - Note Included	Lump Sum	Not Included	
5. Update DBE Program - Note Included	Lump Sum	Not Included	
	PART B SUBTOTAL =	$	-
	GRAND TOTAL =	**$**	**81,800.00**

SUMMARY OF ENGINEERING RELATED FEES
TXDOT EGRANTS CONTRACT FORMAT

Phase	Invoicing Method	Total Amount
1. Preliminary Engineer's Report	Lump Sum	$ 27,800.00
1a. Field Survey - Engineering Design	Lump Sum	Not Included
1b. Geotech. & Pavement Investigation	Lump Sum	Not Included
2. Design	Lump Sum	$ 44,700.00
3. Bidding	Lump Sum	$ 9,300.00
	GRAND TOTAL =	**$ 81,800.00**

DERIVATION OF CONSULTANT PROJECT COSTS
DESIGN PHASE SERVICES

PAVEMENT MARKINGS AND
CONCRETE PAVEMENT REHABILITATION

TxDOT CSJ #: 2xxxGLVST
LOCHNER #: 20995 - TO003
SCHOLES INTERNATIONAL AIRPORT AT GALVESTON (GLS)
GALVESTON, TEXAS

BASIC AND SPECIAL SERVICES

January 14, 2025

1. DIRECT SALARY COSTS:

TITLE	HOURS	HOURLY RATE (COST)		COST ($)
Principal	1	$105.00	$	105.00
Project Manager	83	$99.00	$	8,217.00
Senior Design Engineer	38	$98.00	$	3,724.00
Senior Drafter/Designer	15	$75.00	$	1,125.00
Airport Planner	2	$74.00	$	148.00
Design Engineer	106	$66.00	$	6,996.00
Design Technician	67	$50.00	$	3,350.00
Administrative Assistant	36	$49.00	$	1,764.00
		Total Direct Salary Costs	= **$**	**25,429.00**

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @		158.99%	= **$**	**40,429.57**

3. SUBTOTAL:

		Items 1 and 2	= **$**	**65,858.57**

4. PROFIT:

15% of Item 3 Subtotal			= **$**	**9,878.79**
		Subtotal of Items 3 and 4	= **$**	**75,737.35**

5. OUT-OF-POCKET EXPENSES:

a. Mileage	2,432	miles @ $0.670/mile	= $	1,629.44
b. Meals	7	@ $59.00/day	= $	476.00
c. Motel	5	days @ $107.00/day	= $	550.00
f. Printing, Postage & Misc. Expenses			= $	3,407.21
		Total Out-of-Pocket Expenses	= **$**	**6,062.65**

6. SUBCONTRACT COST W/ OVERHEAD:

a. Sub 1 -			$	-
		Total Subcontract Costs	= **$**	**-**

7. TOTAL FEE:

		Items 4, 5 and 6	= **$**	**81,800.00**

8. DBE CALCULATION:

a. Total Fee (Item 7)			$	81,800.00
b. Sub 1 -			$	-
		DBE Percentage	=	**0.00%**

ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN
DESIGN PHASE SERVICES

PAVEMENT MARKINGS AND
CONCRETE PAVEMENT REHABILITATION
TxDOT CSJ #: 2xxxGLVST
LOCHNER #: 20995 - TO003
SCHOLES INTERNATIONAL AIRPORT AT GALVESTON (GLS)
GALVESTON, TEXAS

January 14, 2025

		Principal	Project Manager	Sr. Design Engr.	Sr. Drafter/Des.	Airport Planner	Design Engr.	Des. Technician	Admin. Assistant	Other Costs
A. BASIC SERVICES										
1. Preliminary Phase		1.0	2.0	0.0	0.0	0.0	2.0	0.0	0.0	(1,2)
Labor Subtotal =	$1,295.60	$312.73	$589.72	$0.00	$0.00	$0.00	$393.15	$0.00	$0.00	
Expense Subtotal =	$104.40									$104.40
Subconsultant Subtotal =	$0.00									$0.00
Total Fee =	**$1,400.00**									
2. Preliminary Engineer's Report Phase		0.0	30.0	11.0	6.0	1.0	41.0	13.0	6.0	(1,2)
Labor Subtotal =	$24,488.28	$0.00	$8,845.80	$3,210.70	$1,340.27	$220.40	$8,059.51	$1,935.95	$875.65	
Expense Subtotal =	$1,911.72									$1,911.72
Subconsultant Subtotal =	$0.00									$0.00
Total Fee =	**$26,400.00**									
3. Preliminary Design Phase		0.0	16.0	11.0	7.0	1.0	25.0	26.0	12.0	(1,2)
Labor Subtotal =	$20,250.04	$0.00	$4,717.76	$3,210.70	$1,563.65	$220.40	$4,914.34	$3,871.90	$1,751.29	
Expense Subtotal =	$1,449.96									$1,449.96
Subconsultant Subtotal =	$0.00									$0.00
Total Fee =	**$21,700.00**									
4. Final Design Phase		0.0	20.0	13.0	2.0	0.0	29.0	26.0	13.0	(1,2)
Labor Subtotal =	$21,608.18	$0.00	$5,897.20	$3,794.46	$446.76	$0.00	$5,700.63	$3,871.90	$1,897.23	
Expense Subtotal =	$1,391.82									$1,391.82
Subconsultant Subtotal =	$0.00									$0.00
Total Fee =	**$23,000.00**									
5. Bidding Phase		0.0	15.0	3.0	0.0	0.0	9.0	2.0	5.0	(1,2)
Labor Subtotal =	$8,095.25	$0.00	$4,422.90	$875.65	$0.00	$0.00	$1,769.16	$297.84	$729.70	
Expense Subtotal =	$1,204.75									$1,204.75
Subconsultant Subtotal =	$0.00									$0.00
Total Fee =	**$9,300.00**									
PART A SUBTOTAL =	**$81,800.00**									

	Principal	Project Manager	Sr. Design Engr.	Sr. Drafter/Des.	Airport Planner	Design Engr.	Des. Technician	Admin. Assistant	Other Costs
B. SPECIAL SERVICES									
1. Administrative Assistance - Note Included	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	(1,2)
2. Field Survey - Engineering Design - Note Included	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	(2,3)
3. Geotech. & Pavement Investigation - Note Included	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	(2,3)
4. Permitting / SWPPP / CADEx Checklist - Note Included	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	(2,3)
5. Update DBE Program - Note Included	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	(2,3)
PART B SUBTOTAL =	**$0.00**								
GRAND TOTAL =	**$81,800.00**								

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Vendor Services

MAN-HOUR CALCULATION
DESIGN PHASE SERVICES

TxDOT CSJ #: 2xxxGLVST
LOCHNER #: 20995 - TO003
SCHOLES INTERNATIONAL AIRPORT AT GALVESTON (GLS)
GALVESTON, TEXAS
Prepared by CAW **1/14/2025**
PAVEMENT MARKINGS AND
CONCRETE PAVEMENT REHABILITATION

Item No.	Task Description	LABOR: Principal	Project Manager	Sr. Design Engr.	Sr. Drafter/Des.	Airport Planner	Design Engr.	Des. Technician	Admin. Assistant	EXPENSES BREAKDOWN: Travel Time	Mileage (To Airport) # of Trips	Mileage Cost	Meals # of Days	Meals Cost	Hotel # of Nights	Hotel Cost	Printing, Postage & Misc. Expenses	Sub-Consultant with 15% Overhead	TOTALS
	Distance:										608.00 miles								
	Rate:										$0.670 per mile		$68.00 per day		$110.00 per night				
	Travel Time:										9.0 hours								
A.	**BASIC SERVICES**																		
	1. Preliminary Phase																		
A1.01	Coordinate with TxDOT to establish scope, schedule, and budget		1.0									$0.00		$0.00		$0.00			$294.86
A1.02	Establish Engineering Fee		1.0				2.0					$0.00		$0.00		$0.00			$688.01
A1.03	Review Owner's Engineering Agreement	0.5										$0.00		$0.00		$0.00			$156.37
A1.04	Execution of Contracts	0.5										$0.00		$0.00		$0.00			$156.37
A1.05	Printing, Postage & Misc. Expenses																$104.40		$104.40
	Subtotal Man-hours:	1.0	2.0	0.0	0.0	0.0	2.0	0.0	0.0		0.0		0.0		0.0				
	Subtotal (FBR):	**$312.73**	**$589.72**	**$0.00**	**$0.00**	**$0.00**	**$393.15**	**$0.00**	**$0.00**			**$0.00**		**$0.00**		**$0.00**	**$104.40**	**$0.00**	**$1,400.00**
	2. Preliminary Engineer's Report Phase																		
	PRELIMINARY ENGINEERING REPORT- PREPARATION AND SUBMITTAL																		
A2.01	Coordinate and Schedule Pre-Design Meeting			1.0								$0.00		$0.00		$0.00			$291.88
A2.02	Travel Time for Pre-Design Meeting (Airport)		9.0				9.0				1.00	$407.36	2.00	$136.00	2.00	$220.00			$5,186.26
A2.03	Attend Pre-Design Meeting		2.0				2.0					$0.00		$0.00		$0.00			$982.87
A2.04	Prepare and Distribute Minutes from Pre-Design Meeting						1.0		1.0			$0.00		$0.00		$0.00			$342.51
A2.05	Travel Time for Project Site Inspection (Same Trip as the Pre-Design Meeting)											$0.00	2.00	$136.00	2.00	$220.00			$356.00
A2.06	Project Site Inspection (Same Trip as the Pre-Design Meeting)		8.0				8.0					$0.00		$0.00		$0.00			$3,931.47
A2.07	Establish Base Drawing after receiving topo. survey, and TIN and check for accuracy				1.0			4.0				$0.00		$0.00		$0.00			$819.06
A2.08	Establish Vertical and Horizontal Alignment				1.0			2.0				$0.00		$0.00		$0.00			$521.22
A2.09	Obtain and Review ALP & Record Drawings						1.0					$0.00		$0.00		$0.00			$196.57
A2.10	Alternative Analysis			1.0		1.0	2.0					$0.00		$0.00		$0.00			$905.43
A2.11	FAA Coordination		1.0	2.0								$0.00		$0.00		$0.00			$878.62
A2.12	Construction Phasing & CSPP		1.0	2.0	2.0							$0.00		$0.00		$0.00			$1,325.38
A2.13	Prepare Engineer's Opinion of Probable Cost and Budget			1.0			2.0	2.0				$0.00		$0.00		$0.00			$982.87
A2.14	Prepare narrative to include: project scope, photos, safety considerations, pavement design, environmental conditions, etc.		1.0	2.0			8.0					$0.00		$0.00		$0.00			$2,451.21
A2.15	Prepare modifications to FAA standards (Not Anticipated)											$0.00		$0.00		$0.00			$0.00
A2.16	Prelim. PER QA/QC and Back check edits to assure all changes have been made.		1.0	1.0	2.0		2.0		1.0			$0.00		$0.00		$0.00			$1,572.59
A2.17	Prepare letter, make copies, and mail out report.		1.0						1.0			$0.00		$0.00		$0.00			$440.80
A2.18	Attend PER Review Meeting (Online)		2.0				2.0					$0.00		$0.00		$0.00			$982.87
A2.19	Prepare and Distribute Minutes from PER Review Meeting		1.0						1.0			$0.00		$0.00		$0.00			$440.80
A2.20	Revisions to PER and Final Submittal		1.0				4.0	4.0				$0.00		$0.00		$0.00			$1,676.83

Item No.	Task Description	LABOR: Principal	Project Manager	Sr. Design Engr.	Sr. Drafter/Des.	Airport Planner	Design Engr.	Des. Technician	Admin. Assistant	EXPENSES BREAKDOWN: Travel Time	Mileage (To Airport; Distance: 608.00 miles; Rate: $0.670 per mile; 9.0 hours) # of Trips	Mileage Cost	Meals ($68.00 per day) # of Days	Meals Cost	Hotel ($110.00 per night) # of Nights	Hotel Cost	Printing, Postage & Misc. Expenses	Sub-Consultant with 15% Overhead	TOTALS
A2.21	Final PER QA/QC and Back check edits to assure all changes have been made.		1.0	1.0				1.0	1.0			$0.00		$0.00		$0.00			$881.60
A2.22	Prepare letter and send out final submittal.		1.0						1.0			$0.00		$0.00		$0.00			$440.80
A2.23	Printing, Postage & Misc. Expenses																$792.36		$792.36
	Subtotal (FBR):	0.0 **$0.00**	30.0 **$8,845.80**	11.0 **$3,210.70**	6.0 **$1,340.27**	1.0 **$220.40**	41.0 **$8,059.51**	13.0 **$1,935.95**	6.0 **$875.65**		1.0	**$407.36**	4.0	**$272.00**	4.0	**$440.00**	**$792.36**	**$0.00**	**$26,400.00**
3. Preliminary Design Phase																			
	PROJECT ADMINISTRATION																		
A3.01	Site Investigation - Conducted During PER Phase											$0.00		$0.00		$0.00			$0.00
A3.02	FAA Coordination			1.0		1.0						$0.00		$0.00		$0.00			$512.28
A3.03	Phasing Planning Meeting			1.0			1.0					$0.00		$0.00		$0.00			$488.46
A3.04	Project Coordination Meetings with Owner and Sponsor		2.0				1.0					$0.00		$0.00		$0.00			$786.29
	PREPARATION: BASE DRAWINGS																		
A3.05	Prepare base drawing - Plan Set				1.0			4.0				$0.00		$0.00		$0.00			$819.06
A3.06	Establish final alignment and stationing						1.0	2.0				$0.00		$0.00		$0.00			$494.41
A3.07	Establish alignment and stationing for taxiways				1.0			1.0				$0.00		$0.00		$0.00			$372.30
A3.08	Design proposed PCC Rehab Plan						2.0	1.0				$0.00		$0.00		$0.00			$542.07
A3.09	Design proposed pavement markings.						2.0					$0.00		$0.00		$0.00			$393.15
A3.10	Calculate Plan Quantities.			1.0			2.0	1.0				$0.00		$0.00		$0.00			$833.95
A3.11	Prepare Construction Safety & Phasing Plan Document			1.0			2.0	1.0				$0.00		$0.00		$0.00			$833.95
	PREPARATION: PLAN SHEET																		
A3.12	Title Sheet (1 Sheet)							1.0				$0.00		$0.00		$0.00			$148.92
A3.13	General Airport Layout Plan and General Notes (1 Sheet)						1.0	2.0				$0.00		$0.00		$0.00			$494.41
A3.14	Construction Safety and Phasing Plan (4 Sheets)						1.0	2.0				$0.00		$0.00		$0.00			$494.41
A3.15	Typical Sections and Summary of Quantities (1 Sheet)						1.0	2.0				$0.00		$0.00		$0.00			$494.41
A3.16	Demolition Plan (4 Sheets)						1.0	2.0				$0.00		$0.00		$0.00			$494.41
A3.17	PCC Apron Rehab Plan and Details (4 Sheets)				1.0			2.0				$0.00		$0.00		$0.00			$521.22
A3.18	Pavement Marking Plan and Details (4 Sheets)				1.0			2.0				$0.00		$0.00		$0.00			$521.22
A3.19	Miscellaneous Details							1.0				$0.00		$0.00		$0.00			$148.92
A3.20	Check Plans, make edits, and verify corrections				1.0			2.0				$0.00		$0.00		$0.00			$521.22
A3.21	Preliminary Plan QC review, Design meeting/briefing			2.0	2.0							$0.00		$0.00		$0.00			$1,030.52
	PREPARATION: CONTRACT AND TECHNICAL SPECIFICATION DOC.																		
A3.22	Prepare contract documents			1.0			2.0		2.0			$0.00		$0.00		$0.00			$976.91
A3.23	Prepare technical specifications.						4.0		8.0			$0.00		$0.00		$0.00			$1,953.82
A3.24	Prepare & Revise Contract Time Determination Schedule			1.0			4.0					$0.00		$0.00		$0.00			$1,078.18
A3.25	Prelim. PS&E QA/QC and Back check edits to assure all changes have been made.		1.0	3.0								$0.00		$0.00		$0.00			$1,170.51
A3.26	Prepare letter, reproduce PS&E, and mail out review documents		1.0						1.0			$0.00		$0.00		$0.00			$440.80
A3.27	Travel Time for Review Meeting (Airport)		9.0								1.00	$407.36	1.00	$68.00	1.00	$110.00			$3,239.10
A3.28	Attend Review Meeting		2.0									$0.00		$0.00		$0.00			$589.72
A3.29	Prepare and Distribute Minutes from Review Meeting		1.0						1.0			$0.00		$0.00		$0.00			$440.80
	Sub Consultant (XXX)																	$0.00	$0.00

Item No.	Task Description	LABOR: Principal	Project Manager	Sr. Design Engr.	Sr. Drafter/Des.	Airport Planner	Design Engr.	Des. Technician	Admin. Assistant	EXPENSES BREAKDOWN: Travel Time	Mileage: To Airport — Distance: 608.00 miles; Rate: $0.670 per mile; 9.0 hours — # of Trips	Mileage: Cost	Meals: $68.00 per day — # of Days	Meals: Cost	Hotel: $110.00 per night — # of Nights	Hotel: Cost	Printing, Postage & Misc. Expenses	Sub-Consultant with 15% Overhead	TOTALS
A3.30	Printing, Postage & Misc. Expenses																$864.60		$864.60
	Subtotal Man-hours:	0.0	16.0	11.0	7.0	1.0	25.0	26.0	12.0		1.0		1.0		1.0				
	Subtotal (FBR):	**$0.00**	**$4,717.76**	**$3,210.70**	**$1,563.65**	**$220.40**	**$4,914.34**	**$3,871.90**	**$1,751.29**			**$407.36**		**$68.00**		**$110.00**	**$864.60**	**$0.00**	**$21,700.00**
4. Final Design Phase																			
PROJECT ADMINISTRATION																			
REVISIONS: BASE DRAWINGS																			
A4.01	Revise base drawing.							1.0				$0.00		$0.00		$0.00			$148.92
A4.02	Revise alignment and stationing for runway							1.0				$0.00		$0.00		$0.00			$148.92
A4.03	Revise alignment and stationing for taxiways.							1.0				$0.00		$0.00		$0.00			$148.92
A4.04	Revised proposed PCC Rehab Plan.						1.0	2.0				$0.00		$0.00		$0.00			$494.41
A4.05	Revised proposed pavement markings.						1.0	2.0				$0.00		$0.00		$0.00			$494.41
A4.06	Recalculate Plan Quantities.			1.0			2.0					$0.00		$0.00		$0.00			$685.03
A4.07	Revise Construction Safety & Phasing Plan Document						1.0	1.0				$0.00		$0.00		$0.00			$345.49
REVISIONS: PLAN SHEET																			
A4.08	Title Sheet (1 Sheet)							1.0				$0.00		$0.00		$0.00			$148.92
A4.09	General Airport Layout Plan and General Notes (1 Sheet)						1.0	1.0				$0.00		$0.00		$0.00			$345.49
A4.10	Construction Safety and Phasing Plan (4 Sheets)						1.0	1.0				$0.00		$0.00		$0.00			$345.49
A4.11	Typical Sections and Summary of Quantities (1 Sheet)						1.0	1.0				$0.00		$0.00		$0.00			$345.49
A4.12	Demolition Plan (4 Sheets)						1.0	2.0				$0.00		$0.00		$0.00			$494.41
A4.13	PCC Apron Rehab Plan and Details (4 Sheets)			1.0				1.0				$0.00		$0.00		$0.00			$440.80
A4.14	Pavement Marking Plan and Details (4 Sheets)			1.0				1.0				$0.00		$0.00		$0.00			$440.80
A4.15	Miscellaneous Details							1.0				$0.00		$0.00		$0.00			$148.92
A4.16	Check Plans, make edits, and verify corrections						2.0	2.0				$0.00		$0.00		$0.00			$690.99
A4.17	Final Plan QC review, Design meeting/briefing		1.0	2.0	1.0							$0.00		$0.00		$0.00			$1,102.00
REVISIONS: CONTRACT AND TECHNICAL SPECIFICATION DOC.																			
A4.18	Revise contract documents			1.0			1.0		1.0			$0.00		$0.00		$0.00			$634.40
A4.19	Revise technical specifications.						2.0		4.0			$0.00		$0.00		$0.00			$976.91
A4.20	Final PS&E QA/QC and Back check edits to assure all changes have been made.		1.0	2.0								$0.00		$0.00		$0.00			$878.62
A4.21	Prepare letter, reproduce PS&E, and mail out final documents		1.0						1.0			$0.00		$0.00		$0.00			$440.80
A4.22	Travel Time for Design Review Meeting (Airport)		9.0								1.00	$407.36	1.00	$68.00		$0.00			$3,129.10
A4.23	Attend Design Review Meeting		2.0									$0.00		$0.00		$0.00			$589.72
A4.24	Prepare and Distribute Minutes from FD Review Meeting		1.0						1.0			$0.00		$0.00		$0.00			$440.80
REVISIONS: SEALED PS&E SUBMITTAL FOR AUTHORIZATION TO ADVERTISE																			
A4.25	Modifications to Plans and Specs. based on review comments.		1.0				2.0	4.0	2.0			$0.00		$0.00		$0.00			$1,575.57
A4.26	Recalculate quantities and update Plans and Contract Docs.			1.0			2.0					$0.00		$0.00		$0.00			$685.03
A4.27	Prepare Bid Form			1.0			2.0					$0.00		$0.00		$0.00			$685.03
A4.28	Prepare Construction Management Plan			1.0			4.0					$0.00		$0.00		$0.00			$1,078.18
A4.29	Finalize and Seal Preliminary Engineering Report		1.0					1.0	1.0			$0.00		$0.00		$0.00			$589.72
A4.30	Prepare and Submit FAA Form 7460			1.0			4.0					$0.00		$0.00		$0.00			$1,078.18
A4.31	Sealed PS&E QA/QC and Back check edits to assure all changes have been made.		1.0	1.0	1.0		1.0	1.0	1.0			$0.00		$0.00		$0.00			$1,301.55

Item No.	Task Description	LABOR: Principal	Project Manager	Sr. Design Engr.	Sr. Drafter/Des.	Airport Planner	Design Engr.	Des. Technician	Admin. Assistant	EXPENSES BREAKDOWN: Travel Time	Mileage: To Airport, Distance: 608.00 miles, Rate: $0.670 per mile, 9.0 hours; # of Trips	Mileage: Cost	Meals: $68.00 per day; # of Days	Meals: Cost	Hotel: $110.00 per night; # of Nights	Hotel: Cost	Printing, Postage & Misc. Expenses	Sub-Consultant with 15% Overhead	TOTALS
A4.32	Seal Plans and Project Manual.		1.0					1.0	1.0			$0.00		$0.00		$0.00			$589.72
A4.33	Prepare letter, reproduce PS&E, and mail out sealed documents		1.0						1.0			$0.00		$0.00		$0.00			$440.80
A4.34	Printing, Postage & Misc. Expenses																$916.46		$916.46
	Subtotal Man-hours:	0.0	20.0	13.0	2.0	0.0	29.0	26.0	13.0		1.0		1.0		0.0				
	Subtotal (FBR):	**$0.00**	**$5,897.20**	**$3,794.46**	**$446.76**	**$0.00**	**$5,700.63**	**$3,871.90**	**$1,897.23**			**$407.36**		**$68.00**		**$0.00**	**$916.46**	**$0.00**	**$23,000.00**
5. Bidding Phase																			
BIDDING ADMINISTRATION																			
A5.01	Assist with Advertisement Scheduling and coordinate with Sponsor		1.0						1.0			$0.00		$0.00		$0.00			$440.80
A5.02	Prepare NTB list and mail out notices.								2.0			$0.00		$0.00		$0.00			$291.88
A5.03	Answer RFI's		1.0				2.0					$0.00		$0.00		$0.00			$688.01
A5.04	Prepare Pre-Bid Meeting Agenda						1.0		1.0			$0.00		$0.00		$0.00			$342.51
A5.05	Travel Time for Pre-Bid Meeting (Airport)		9.0								1.00	$407.36	1.00	$68.00		$0.00			$3,129.10
A5.06	Attend and conduct Pre-Bid Meeting		2.0									$0.00		$0.00		$0.00			$589.72
A5.07	Prepare Addendum		1.0	1.0			2.0	2.0	1.0			$0.00		$0.00		$0.00			$1,423.67
A5.08	Travel Time for Bid Opening (Airport)											$0.00		$68.00		$0.00			$0.00
A5.09	Attend bid opening.											$0.00		$0.00		$0.00			$0.00
A5.10	Tabulate and check bids.		1.0				2.0					$0.00		$0.00		$0.00			$583.76
A5.11	Check references and make recommendation for award.			2.0								$0.00		$0.00		$0.00			$688.01
A5.12	Prepare Aviation Division's Contractor Pay Request and Summary of Work Performed sheet.						2.0					$0.00		$0.00		$0.00			$393.15
A5.13	Printing, Postage & Misc. Expenses																$729.39		$729.39
	Subtotal Man-hours:	0.0	15.0	3.0	0.0	0.0	9.0	2.0	5.0		1.0		1.0		0.0				
	Subtotal (FBR):	**$0.00**	**$4,422.90**	**$875.65**	**$0.00**	**$0.00**	**$1,965.73**	**$297.84**	**$729.70**			**$407.36**		**$68.00**		**$0.00**	**$739.39**	**$0.00**	**$9,300.00**
B. SPECIAL SERVICES																			
1. Administrative Assistance - Note Included																			
2. Field Survey - Engineering Design - Note Included																			
3. Geotech. & Pavement Investigation - Note Included																			
4. Permitting / SWPPP / CADEx Checklist - Note Included																			
5. Update DBE Program - Note Included																			
Grand TOTAL																			
	Total Man-hours:	1.0	83.0	38.0	15.0	2.0	106.0	67.0	36.0		4.0		7.0		5.0				
	Total (FBR):	**$312.73**	**$24,473.39**	**$11,091.51**	**$3,350.68**	**$440.80**	**$20,836.78**	**$9,977.59**	**$5,253.87**			**$6,629.44**		**$476.00**		**$550.00**	**$3,407.21**	**$0.00**	**$81,800.00**

EXHIBIT 3

APPENDICES

SPECIAL PROVISIONS

SPECIAL PROVISIONS

The following Special Provisions modify, amplify, or amend the Construction Contract General Provisions (February 2013) with respect to the clauses cited below and no other clauses or requirements of these items are waived or changed hereby. The Special Provisions shall take precedence over the General Provisions.

SP-1 TxDOT, Aviation will not withhold retainage in any amount on any partial payment made to the contractor. The contractor is eligible to receive payment up to 95% of the contract amount or installed work items if over or under the current contract amount before final acceptance of the project. Final payment will be made after acceptance of the work by the Engineer and TxDOT.

SP-2 Add to Section 90-06 PARTIAL PAYMENTS:

Upon receipt and approval of each partial payment request, the Agent shall pay the approved partial amount which is due and payable as provided herein within thirty (30) days of receipt by TxDOT Aviation.

SP-3 Add to Section 90-09 ACCEPTANCE AND FINAL PAYMENT

Upon receipt and approval of the final payment request, the Agent shall pay the approved final amount which is due and payable as provided herein within thirty (30) days of receipt by TxDOT Aviation.

SP-4 Add to Section 80-01 Subcontracting of Contract:

The following is applicable on contracts equal to or greater than $500,000:

The prime contractor shall perform work with its own organization on at least 30% of the total original contract cost. The term "perform work with own organization" includes only:

- workers employed and paid directly by the Contractor or wholly owned subsidiary;
- equipment owned by the Contractor or wholly owned subsidiary;
- rented or leased equipment operated by the Contractor's employees or wholly owned subsidiary's employees;
- materials incorporated into the work; and
- labor provided by staff leasing firms licensed under Chapter 91 of the Texas Labor Code for nonsupervisory personnel if the Contractor or wholly owned subsidiary maintains direct control over the activities of the leased employees and includes them in the weekly payrolls. When staff leasing firms provide materials or equipment, they are considered subcontractors. In these instances, approval of staff leasing firms as a subcontractor may be required. Copies of cancelled checks and certified statements may be required to verify compliance with the requirements of this Section.

On projects with Performance Bonds, this requirement will be suspended if the contractor defaults and a takeover agreement is executed.

SP-5 Add Additional Federal Provisions

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

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

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the contractor under the contract until the contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(Reference: 29 USC § 201, et seq.)

APPLICABILITY

The federal minimum wage provisions are contained in the Fair Labor Standards Act (FLSA) which is administered by the United States Department of Labor Wage and Hour Division. All contracts and subcontracts must meet comply with the FLSA, including the recordkeeping standards of the Act**.**

MANDATORY CONTRACT LANGUAGE

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
(Reference 20 CFR part 1910)

APPLICABILITY
The United States Department of Labor Occupational Safety & Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from the Occupational Safety and Health Act of 1970. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

MANDATORY CONTRACT LANGUAGE
All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

ACCESS TO RECORDS AND REPORTS.

(Reference: 2 CFR § 200.326, 2 CFR § 200.333)

APPLICABILITY
Applies to all AIP-funded projects and must be included in all contracts and subcontracts.

MANDATORY CONTRACT LANGUAGE
The mandatory language that must be used on AIP funded project contracts is as follows:

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

TRADE RESTRICTION

(Reference: 49 CFR part 30)

APPLICABILITY
The trade restriction clause applies to all AIP-funded projects and must be included in all contracts and subcontracts.

MANDATORY CONTRACT LANGUAGE
The mandatory language is as follows:

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

BREACH OF CONTRACT TERMS
(Reference 2 CFR § 200 Appendix II(A))

APPLICABILITY
This provision is required in all contracts that exceed the simplified acquisition threshold. This threshold, fixed at 41 USC 403(11), is presently set at $100,000.

MANDATORY CONTRACT LANGUAGE
The regulation does not prescribe mandatory language; however, the following clause represents sample language that meets the intent of 2 CFR **§ 200 Appendix II(A)**. This provision requires grantees to incorporate administrative, contractual or legal remedies in instances where contractors violate or breach contract terms.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL.

(Reference: 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G))

APPLICABILITY.
Incorporate in all professional service agreements, construction contracts and subcontracts that exceed $100,000. (Note that the 2 CFR 200 will raise this level to $150,000)

MANDATORY CONTRACT LANGUAGE.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.

(Reference: 2 CFR § 200 Appendix II (E))

APPLICABILITY.
Incorporate in all professional service agreements, construction contracts and subcontracts that exceed $100,000.

MANDATORY CONTRACT LANGUAGE

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The Engineer certifies, by acceptance of this Agreement, that the Engineer:

1.) is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2.) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

If the Engineer cannot certify both of the above representations, the Engineer is ineligible to accept this Agreement unless the Agent has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Engineer therefore must provide information to the Agent and the Sponsor about its tax liability or conviction to the Agent and the Sponsor, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made. The Engineer agrees that it will incorporate this provision for certification in all lower tier subcontracts.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

SP-6 Add Notice Regarding Certificate of Interested Parties

A contract for $1,000,000 or more will not be issued until the selected contractor submits a signed and notarized Certificate of Interested Parties (Form 1295), along with a Certification of Filing. The Certification of Filing may be obtained through the Texas Ethics Commission's filing application, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
The awarded contractor shall submit these documents with the signed agreement.

The Certificate of Interested Parties is mandated by Government Code §2252.908 and 1 Tex. Admin. Code §46.5.

SP-7 Change or replace definitions in Section 10

10-16 CHANGE ORDER. A written order to the Contractor covering changes in the plans, specifications, quantities and/or any other modification to the contract and establishes the basis of payment and contract time adjustment, if any, for the work affected by such changes.

10-47 SUPPLEMENTAL AGREEMENT. Written agreement entered into between the Contractor and the Agent and approved by the Surety, covering alterations and changes in the Contract. A supplemental agreement is used whenever the modifications include assignment of the Contract from one entity to another or other cases as desired by TxDOT.

SP-8 Amend the second and third paragraphs in Section 40-02.

A Change Order will be issued covering significant changes to the Contract. Significant changes occur when (1) the aggregate amount of altered work increases or decreases the awarded contract, or any major contract item, by more than 25 percent, assuming such increased or decreased work is within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract. Provide cost justification as requested, in an acceptable format. Payment will not be made for anticipated profits on work that is eliminated. These alterations and changes will not invalidate the Contract nor release the Surety. The Contractor is responsible for notifying the surety of any changes to the Contract. If TxDOT and the Contractor are unable to agree on a unit adjustment for any significant changes, it reserves the right to terminate negotiations with respect to the significant changes and make other arrangements for completion.

For AIP contracts, all change orders and/or supplemental agreements shall be approved by TxDOT and shall include valid wage determinations of the U.S. Secretary of Labor when the amount of the change order/supplemental agreement exceeds $2,000. However, if the contractor elects to waive the limitations on work that increases or decreases the originally awarded contract or any major contract item by more than 25 percent, the change order/supplemental agreement shall be subject to the same U.S. Secretary of Labor wage determination as was included in the originally awarded contract.

Delete the fourth paragraph in Section 40-02 as this is now covered in Section 10

40-03 OMITTED ITEMS. The Engineer may, in TxDOT's best interest, omit any contract item except major contract items. Such omission of contract items shall not invalidate any other contract provision or requirement.

40-04 EXTRA WORK. Extra work that is necessary for acceptable completion of the project but is not within the general scope of the work covered by the original contract shall be covered by a Change Order as herein before defined in the subsection titled CHANGE ORDER of Section 10.

SP-9 CONSTRUCTION CONTRACT GENERAL PROVISIONS, VOLUME FEBRUARY 2013, SECTION 20

Delete the following sentence from Section 20-02 BID REQUIREMENTS AND CONDITIONS: "Each bidder shall submit written evidence from the State Comptroller's office that all applicable franchise taxes owed the State of Texas have been paid."

Delete Section 20-03 CONTENTS OF BID FORMS in its entirety and replace with: 20-03 CONTENTS OF BID FORMS. TxDOT shall furnish bidders with formatted bid forms. All

statements, certifications, and other qualifications indicated in “Instructions to Bidders” or attached to the bid forms are necessary parts.

The Bidder must submit the completed bid on the bid form furnished by TxDOT, with all blank spaces in the TxDOT bid form correctly typed in for each and every item for which a quantity is given.

The Bidder shall sign the bid in ink. If the bid is made by an individual, the individual's name and address must be shown. If made by a partnership, the name and address of each member of the partnership must be shown. If made by a corporation, the person signing the bid shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer.

The plans, specifications, and other documents designated in the bid form shall be considered a part of the bid whether attached or not.

The Bidder may also submit an electronically printed bid. The bid must have pay items in the same order and with the exact information as on this bid form. If submitting an electronically printed bid, submit qualification/signature page of the bid form. The bidder is responsible for incorrect information and will be considered non-responsive if pay items are incorrect.

Delete the following sentences from Section 20-06 PREPARATION OF BID
“Make entries in ink.”
“As an Alternative to hand-writing the unit prices in works in ink in the bid, submit a computer printout signed by the person authorized to bind the bidder. In the case of a joint venture, the persons authorized to bid the Bidders must sign the computer printout. As a General Provisions GP-20-3 minimum, computer printouts must contain the information in the format shown on the “Example of Bid Prices Submitted by Computer Printout” form in the bid.”

Add the following sentence to Section 20-06 PREPARATION OF BID:
“The bidder may also submit an electronically printed bid. The bid must have pay items in the same order and with the exact information as on this bid form. If submitting an electronically printed bid include signed qualification/signature page form the bid form. The bidder is responsible for incorrect information and will be considered non-responsive if pay items are incorrect.”

Change Section 20-06 PREPARATION OF BID, from “Execute the bid in ink.” to “Sign the bid in ink.”

Delete Items “l” from Section 20-07 NON-RESPONSIVE BIDS.

Delete the following sentence in Section 30-01 CONSIDERATION OF BIDS “If a bidder’s bid contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern, unless obviously incorrect.

SP-10
Change DEFINITION OF TERMS Section 10-11 BID to read:
The offer of the bidder, when submitted on the approved formatted bid form or electronically printed alternative with qualifications/signature page, to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

SP-11
The Agent, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

SP-12
Israel Boycott Certification and Prohibition: Pursuant to Texas Govt. Code Chap. 808 (HB89) and Chap. 2270 (SB253):
(a) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
(b) Bidder hereby certifies (1) it does not boycott Israel, and (2) shall not boycott Israel during the term of contract agreement.

FEDERAL CLAUSES

AIRPORT IMPROVEMENT PROGRAM CONTRACT PROVISIONS

The Engineer shall comply with the provisions of Attachment F, "Special Provision Contractor Contractual Requirements and Title VI Assurances" attached hereto and made a part of this Agreement.

SPECIAL PROVISION CONTRACTOR CONTRACTUAL REQUIREMENTS AND TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for himself, its assignees, and successors in interest (hereinafter referred to as the "contractor" agrees as follows:

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

2. Nondiscrimination. The contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

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

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

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Agent shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the Agreement until the contractor complies,

and/or

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

6. General Civil Rights Provisions.

The contractor assures that it will comply with pertinent statutes, Executive orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. This provision binds the contractor from the bid solicitation period through the completion of the contract. (Section 520, Airport and Airway Improvement Act of 1982.)

7. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

8. Rights to Inventions.

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. (49 CFR Part 18).

9. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

10. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

11. ACCESS TO RECORDS AND REPORTS.

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor agrees to maintain all books, records and reports required

under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

12. TRADE RESTRICTION

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government. Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous. The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

13. BREACH OF CONTRACT TERMS.

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this Agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

14. CLEAN AIR AND WATER POLLUTION CONTROL.

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

15. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS.

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the

unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.
The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.
The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

16. Incorporation of Provisions.

The contractor shall include the provisions of paragraphs 1 through 15 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Agent or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Agent to enter into such litigation to protect the interests of the Agent and Sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The Engineer certifies, by acceptance of this Agreement, that the Engineer:

1) is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

If the Engineer cannot certify both of the above representations, the Engineer is ineligible to accept this Agreement unless the Agent has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Engineer therefore must provide information to the Agent and the Sponsor about its tax liability or conviction to the Agent and the Sponsor, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made. The Engineer agrees that it will incorporate this provision for certification in all lower tier subcontracts.

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In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

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while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

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

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance

with the Non- discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the contractor under the contract until the contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation— Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

3. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS:

The Engineer shall comply with the provisions of Attachment G, "Disadvantaged Business Enterprise (DBE) Assurances" attached hereto and made a part of this Agreement. For any additional services, DBE goals will be amended, and a new plan filed.

The DBE goal for this contract to be subcontract is **0 %** of the dollar value of the prime contract to DBEs.

4. CHILD SUPPORT CERTIFICATION:

Under Section 231.006 of the Family Code, the Engineer certifies that the individual or business entity named in this Agreement is eligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate. The Engineer further acknowledges that he or she has read Attachment I, attached hereto and made a part of this Agreement.

5. ISRAEL BOYCOTT CERTIFICATION AND PROHIBITION:

Pursuant to Texas Govt. Code Chap. 808 (HB89) and Chap. 2270 (SB253):

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

ENGINEER hereby certifies that (1) it does not boycott Israel, and (2) shall not boycott Israel during the term of the Professional Services Agreement.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The provider certifies, by acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees that by accepting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

7. CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS

Under Section 231.006, Texas Family Code, the Engineer/Architect certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer/Architect is liable to the state for attorney's fees, the cost necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or the contract.

A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

X I do not owe the City property taxes that are delinquent.

_____I owe City property taxes that are delinquent on property located at

_____

_____

Chris Whitfield, PE, Regional Manager

Proposer's Printed or Typed Name

Chris Whitfield

Proposer's Signature

January 16, 2025

Date

Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

PROPOSER H.W. Lochner, Inc.

ADDRESS 12750 Merit Dr., Suite 570, Dallas, Texas 75251

PHONE 214.373.7873

FAX

PROPOSER (SIGNATURE)

PROPOSER (PRINTED NAME) Chris Coons, PE

POSITION WITH COMPANY State Lead

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL

COMPANY OFFICIAL (PRINTED NAME) Chris Whitfield, PE

OFFICIAL POSITION Regional Manager

Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

X The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of $100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of $100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2271.001, 2271.002, 808.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

I, Chris Whitfield, PE (Person name), the undersigned representative of (Company or

Business Name) H.W. Lochner, Inc. (hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

January 13, 2025

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

Document 00435 The City of Galveston, Texas

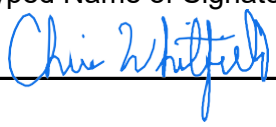
PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Chris Whitfield, PE

(Printed or typed Name of Signatory)



(Signature)

January 16, 2025

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding $2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than $250 during the previous twelve – month period and the person engages
in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
   a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
   b. contracts for the purchase or sale of real property, personal property including an auction of property;
   c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than $2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed $500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person who has a business relationship with local governmental entity.

N/A

2. ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Chris Whitfield

Signature of person doing business with the governmental entity

January 16, 2025

Date

Adopted 06-29-2007

City of Galveston

FACILITIES DIRECTOR
Charles Kenworthy | 823 Rosenberg | Galveston, TX 77550
ckenworthy@galvestontx.gov | 409-797-3719

Date March 27, 2025

To: City Manager,
Honorable Mayor and City Council Members

From: Charles Kenworthy, Facilities Director

Project location: Various City Facilities

Project: Moisture Control Remediation Services RFP# 25-05

Request:

Consider for Approval, Awarding RFP #25-05 Moisture Control Remediation Services to Cotton Commercial USA Inc. and Blackmon Mooring of Houston, LLC for a term of (3) years with (2) one-year automatic renewals authorizing the City Manager to execute the contracts upon review and approval of the City Attorney.

Prior Council Action

In 2016, Council awarded RFP# 16-10B to ServiceMaster Recovery Management and Cotton Global Disaster Solution for moisture control, remediation services and document recovery for a term of 3 years with (2) 1-year extensions. That contract expired in September 2021 necessitating the need for a new RFP to be put out for proposals.

On August 21,2021 Council awarded RFP# 21-22 to Cotton Commercial USA Inc. and Camelback dba ServePro for a (3) year term with (2) automatic renewals. This contract will expire on March 31, 2025.

FACILITIES DIRECTOR
Charles Kenworthy | 823 Rosenberg | Galveston, TX 77550
ckenworthy@galvestontx.gov | 409-797-3719

Background

A) Lessons learned for Hurricane Ike made it apparent that the City needed a pre-positioned contract for moisture control remediation and document recovery services.

B) Having dual pre-positioned contracts is very beneficial in expediting the recovery process after the City experiences a catastrophic natural disaster. This contract would put the City on a priority status when these services are needed.

C) All costs are contingent on the frequency of use and scope of services requested. There are no fixed dollar amounts with this contract.

D) If damages are caused by a natural disaster, there is the potential for FEMA reimbursement in the event of a Presidential Disaster Declaration.

E) The Purchasing Department utilized the RFP procurement method to obtain proposals.

F) Four proposals were submitted and scored by the evaluation team members.

CONTRACTOR/PROPOSER	TOTAL POINTS
Cotton USA Inc	1418.00
Blackman Mooring of Houston	1354.90
First Onsite	1053.40
Signal	1047.30

Fiscal Impact Report

Total Cost. Costs will be determined based on the type of services that are being requested and the activation of the contract. These costs will be the responsibility of the City of Galveston with potential funding sources from insurance proceeds and possible FEMA reimbursement in the event of a Presidential Disaster Declaration.

FACILITIES DIRECTOR
Charles Kenworthy | 823 Rosenberg | Galveston, TX 77550
ckenworthy@galvestontx.gov | 409-797-3719

Funding Source	Amount Per Year
TBD	TBD

Alternatives

A) Award RFP #25-05 Moisture Control Remediation Services to Cotton Commercial USA Inc. and Blackmon Mooring of Houston, LLC for a term of (3) years with (2) one-year automatic renewals authorizing the City Manager to execute the contracts upon review and approval of the City Attorney.

1) Cost – Contingent on the amount and type of damage sustained and specified scope of work.
2) Timing – As soon as possible. Existing contract expires on March 31,2025.
3) Departmental Improvements – This contract will expedite the remediation of damaged facilities and documents caused by water and or a natural disaster.

B) Don't award RFP #25-05 Moisture Control Remediation Services to Cotton Commercial USA Inc. and Blackmon Mooring of Houston, LLC for a term of (3) years with (2) one-year automatic renewals

1) Cost - Could potentially increase due to the rising costs of labor and services
2) Timing – Existing contract expires on March 31, 2025
3) Departmental Improvements – None

Staff Recommendation

Approval of awarding RFP #25-05 Moisture Control Remediation Services to Cotton Commercial USA Inc. and Blackmon Mooring of Houston, LLC for a term of (3) years with (2) one-year automatic renewals authorizing the City Manager to execute the contracts upon review and approval of the City Attorney.

Attachments

Evaluation Team Scoring Tabulation
Contracts
Staff Report

City of Galveston

Purchasing Division

purchasing@galvestontx.gov | 409.797.3579 | www.galvestontx.gov

3/10/2025

Cotton Commercial USA, Inc
840 W Sam Houston Pwy N.
Houston, TX, 77024
john.mercaldi@cottonteam.com

RE: Moisture Control Remediation

Dear Sir/Madam:

The City of Galveston is pleased to inform you that your company has been selected to receive a contract for the above item. No contract is awarded until such time as approved by the City Council of the City of Galveston. Staff anticipates the City of Galveston Council to approve the award on 3/27/2025. This is a multi vendor award contract and payment will be made by a purchase order issued by the City of Galveston. The City appreciates the time and effort given to your solicitation.

The State of Texas adopted a required form through House Bill 1295. It is called the Disclosure of Interested Parties – Form 1295. It is required for all of our vendors with contracts of at least $1,000,000.00 or that have gone before and been approved by Galveston's City Council. Please visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm to fill out the required document. You will need to print, sign, as an unsworn declaration, before filing with the City.

Your contract number from the City of Galveston is COG-CON-25-348; you will need this number when filling out the form online. Please include the following documents with your signed and notarized contract: completed Form 1295, and Certificate of Insurance, naming the City of Galveston as the additional insured. Return all originals to the address above, or you may scan a color copy of the documents listed above to purchasing@galvestontx.gov, no later than 5 business days. Please contact us if you have any questions.

Sincerely,

Michael Caruso – CTCD
Purchasing Manager
Finance Department - Purchasing

AGREEMENT FOR SERVICES

MOISTURE CONTROL REMEDIATION SERVICES

This Agreement (the "Agreement") is made and entered into this 27th day of March 2025, by and between the City of Galveston ("COG"), a Texas home-rule municipality, and **Cotton Commercial USA, Inc.** ("Company") located at **840 W Sam Houston Pkwy N, Suite 225, Houston TX, 77024.** By entering into this Agreement, Company agrees that COG is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain services in connection with its **"moisture control remediation services"**, within the City of Galveston ("COG") and **Cotton Commercial USA, Inc.** ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and **Exhibit 1, Exhibit 2, Exhibit 3, and Exhibit 4,** identified as the proposal from the Company for the scope of services, and those document(s), attached and incorporated for all purposes for the following Project:

RFP 25-05

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **TERM:** Agreement shall be effective upon execution by the COG for three (3) years, unless sooner terminated under the terms set forth herein.

This Agreement shall automatically renew for two (2) successive one-year periods under the existing terms and conditions, unless either party gives the other party written notice of non-renewal at least 30 days prior to such renewal date. The Option to Extend will not be considered if funding is unavailable or if the company's past performance is not within the industry standard or acceptable to the COG. The total term of the contract cannot exceed 5 years.

2. **SCOPE OF SERVICES**: Company will provide the services ("Work") to the COG in connection with the Project, more specifically described in **Exhibit 1** (and any applicable exhibits attached herein), attached and fully incorporated for all intents and purposes.

3. **COMPENSATION**: COG shall compensate Company for the Work at the agreed upon amount identified in **Exhibit 2.** Company will furnish an invoice to the COG detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at **840 W Sam Houston Pkwy N, Suite 225, Houston TX, 77024.** COG shall not be responsible for any payment to Company for any additional services or expenses not specifically included in **Exhibit 1 and Exhibit 2**, except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

4. **SCHEDULE AND DELIVERABLES**: The COG and its agencies will cooperate with Company to facilitate the performance of the work described in the agreement. Company will perform the Work in accordance with the schedules/timetables described in detail in the attached **Exhibit 1 and Exhibit 2**.

In the event that one or more of the members of the Company cannot perform because of ill health, physical disability or other reasons beyond his/her control, Company shall use its best efforts to furnish a substitute of similar stature for such member of the Company whom COG agrees to accept. COG does not have to accept any substitutes provided by the Company, but, may contract a substitute of their own.

5. **CHANGES:** The COG may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to

Company, which are mutually agreed upon by and between the COG and Company, shall be incorporated in written amendments to this Agreement. No changes in the terms of this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.

6. **STANDARD OF CARE**: The standard of care for all services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

7. **PERMITS:** The Company warrants and represents that it has obtained any and all permits, approvals, and licenses and necessary for moisture control remediation services. All permits associated with the project shall be the sole responsibility of Company.

8. **INDEPENDENT CONTRACTORS**: The parties are independent contractors as to each other. Nothing in this Agreement shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

It is the intent of the parties to this agreement that the Company as an independent contractor will control the manner and means of its performance(s). The COG will control the scheduling of the performance(s). The exclusive nature of this agreement is limited to the duration of the performance and it is expected that the performer will enter into other similar agreements with other customers.

9. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

10. **INSURANCE REQUIREMENTS**: Company shall provide all required COG certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name COG as an additional insured and shall provide that the policy requires the insurance carrier to notify COG a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

a. Commercial general liability insurance, naming the COG as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

   $2,000,000 general liability (includes products and personal, etc.)
   $1,000,000 fire damage
   $1,000,000 automobile damage
   $500,000 workers compensation employers' liability
   Statutory limits for workers compensation

   Insurance coverage shall be on an "**occurrence basis**"

11. **APPROPRIATIONS**: The obligations of COG to make payment under this Agreement are expressly subject to appropriations by the COG of funds that are lawfully available to be applied to such purpose.

12. **FORCE MAJEURE**: In the event that the performance of any of the covenants of this agreement shall be prevented by an act of God, pandemic, the acts and regulations of public

authorities, or labor disputes, acts of the public enemy, acts of superior governmental authority, or other circumstances, or cause beyond their or its reasonable control, COG and Company shall be respectively relieved of their obligations hereunder with respect to the performance(s) so prevented. In the above-mentioned event, Company grants COG the right to reschedule the performance(s) under the same terms and conditions of this Agreement.

13. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold COG of Galveston harmless, including COG's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of COG. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless COG and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**

14. **COPYRIGHT**: The Company specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Company indemnifies COG for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the performance(s).

15. **TAXES** - Company will pay when due all taxes or assessments applicable to Company. Company will comply with the provisions of all Applicable Laws related to taxes and taxing authority.

16. **ASSIGNMENT:** Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

17**. NO WAIVER**: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Agreement.

18. **SEVERABILITY CLAUSE**: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

19. **ATTORNEY'S FEES**: In the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

20. **APPLICABLE LAW, VENUE, AND JURISDICTION:** This Agreement shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Agreement, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Agreement or the Work.

21. **NOTICES -** All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Agreement. A party's notice address may be changed from time to time by that party's providing

written notice to the other. A copy of the notice to COG shall be sent to:

City Attorney	Cotton Commercial USA, Inc.
City of Galveston	840 W Sam Houston Pkwy N,
P. O. Box 779	Suite 225,
823 Rosenberg, Suite 203	Houston TX, 77024
Galveston, Texas 77553	

22. **Dispute Resolution** - Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.

Nothing herein shall hinder, prevent, or be construed as a waiver of COG's right to seek redress on any disputed matter in a court of competent jurisdiction.

Nothing herein shall waive or be construed as a waiver of the COG's sovereign immunity.

Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Company, in whole or in part. COG and Company agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended.

Except in the case of a breach of contract or termination for cause, in the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

23. **TERMINATION:** This Agreement may be terminated prior to completion of the Work by either party upon 10 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, COG shall thereupon have the right to terminate this Agreement by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, COG shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination. Notwithstanding the above, Company shall not be relieved of liability to COG for damages sustained by COG by virtue of any breach of the Agreement by Company or its subordinates and COG may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due COG from Company is determined.

24. **BINDING EFFECT** - This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

25. **CYBERSECURITY PLAN -** The Vendor shall establish, implement, and maintain a Cybersecurity Plan. This plan shall describe the processes and procedures that will be followed to ensure the appropriate security of IT resources that are developed, processed, or used under this contract. The Vendor Cybersecurity Plan shall comply with applicable laws.

26. **EXHIBITS -** All Exhibits attached hereto are incorporated herein by reference for all purposes as part of this Agreement. To the extent of any conflict, this Agreement will control.

Exhibit 1 – Scope of Work
Exhibit 2 – Compensation
Exhibit 3 – Questionnaire Responses
Exhibit 4 – Appendix A – Proposal Document
Appendix B – Conflict of Interest Form Executed
Appendix C – House Bill 89, 13, 19 Verification Form Executed

Appendix D – Property Tax Statement Executed
Appendix E – Nepotism Statement Executed
Appendix F – Non-Collusion Statement Executed
Appendix G – Document 00435 Debarment
Appendix I – Federal Clauses Executed

27. **ENTIRE AGREEMENT**: This Agreement supersedes all prior agreements, written or oral, between Company and COG and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS	**COTTON COMMERCIAL USA, INC.**
By: _____	By: _____
City Manager	
ATTEST:	
_____	
City Secretary	
APPROVED AS TO FORM	
_____	
City Attorney	

SECTION 3

Scope of Work

3.1 Project Title: Moisture Control Remediation Services

3.2 Special Conditions

Bonding may be requirement if/when contract is activated, in accordance with State and Federal guidelines.

This solicitation contains federally mandated clauses that must be completed and will be considered part of the contract.

3.3 Brand Manufacture Reference

COG has determined that any manufacturer's brand defined in the Scope of Services meets the COG's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality COG desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. COG reserves the right to determine products and support of equal value, and whether other brands or models meet the COG's product and support needs.

3.4 Scope of Work – Requirements

Introduction
The City of Galveston is seeking sealed proposals for a three (3) year contract with two, one (1) year automatic renewals, for restoration services to include a moisture control management plan and a document recovery management plan that entails the preservation and recovery of documents.

Scope of Services
The City of Galveston wishes to enter into an agreement with a company focused on restoration services after a water damage event. The scope of services will include a moisture control plan as well as a document recovery management plan. The Request for Proposal's purpose is to attempt to save and restore buildings and documents.

The restoration services will involve (but will not be limited to) the following:

- Structural Drying
- Temporary Climate Control
- Temporary Power
- Temporary Repairs
- Water Extraction
- Hazardous Material Remediation
- Document Recovery
- Debris Removal (inside the damaged building)
- Content Removal (inside the damaged building)
- Mold Abatement
- Blood borne pathogen remediation

The following is a current list of City owned facilities to be covered by this RFP:

- City Hall – 823 Rosenberg 26,000 square feet
- Central Fire Station -27,720 square feet
- Fire Station #2 - 428 Church 3,300 square feet
- Fire Station #4 – 8700 Cessna 14,938 square feet
- Fire Station #7 - 3006 Buccaneer 5,300 square feet
- Fire Station #8 - 21710 S. Shelby 4,500 square feet
- Airport Terminal – 2115 Terminal Dr. 12,000 square feet
- Airport Maintenance Barn- 8410 Airport Blvd
- Airport Control Tower – 8701 Cessna
- Airport Hangar 70 - 8700 Cessna Drive
- Airport Hangar Office 70A – 8700 A Cessna Drive
- Airport Hangar 71 – 8716 Cessna Drive
- Airport Hangar 73 is 8718 Cessna Drive
- Wright Cuney Recreation Center - 718 41st 20,000 square feet
- McGuire Dent Recreation Center – 2800 Seawall 25,000 square feet
- Garage – 502 – 32nd Street 19,400 square feet
- 30th Street E, L&W Station/ City Marshal – 719 – 30th Street 9,500 square feet
- New 30TH Street Pump Station - 3002 Church St.
- Island Transit – 3115 Market 16,000 square feet
- Convention Center – 5600 Seawall 250,000 square feet
- Public Works Admin and Warehouse—3015 Market St 30,063 square feet
- Police Dive - 5001 Ave Q ½
- Police Property Room - 418 32nd 3,750 square feet
- Traffic Building – 225 28th 4,968 square feet
- Sanitation Building - 5627 Harborside Dr.
- Island Transit Trolley Barn 214 28th Street 7,200 square feet
- Old MUD#1 Facility and Garage-3,000 square feet
- Lasker Pool 3,940 square feet
- Airport Pump Station
- Airport Wastewater Treatment Plant
- Pirates Beach Wastewater Treatment Plant
- Terramar Wastewater Treatment Plant
- Main Wastewater Treatment Plant
- Garten Verein
- 59th Street Pump Station
- Grants & Housing/Auditors (Content removal and Document recovery)

This list is not an all-inclusive list of properties that will be covered by this contract as facilities may be added or deleted from inventory in the future. City may also require services at smaller office buildings or leased locations under certain circumstances.

Your submittal to include operational outline, response time, listing of available equipment and manpower

Proposal Response Requirements

The following information shall be included in the proposal response:

1. Pricing – to include a list of all required labor, materials, and equipment. Does pricing conform to FEMA post disaster limits and guidelines?
2. Services Provided – to include operational outline, response time, listing of available equipment and manpower.
3. References – preferably containing government agencies or school districts.
4. Sample Contract.
5. Pertinent Personnel.



EXHIBIT 2

COTTON
GLOBAL DISASTER SOLUTIONS

TAB B

PRICING PROPOSAL

SECTION 4

PRICING PROPOSAL

Proposal of: Cotton Commercial USA, Inc
(Proposer Company Name)

To: City of Galveston

Ref.: Moisture Control Remediation Services

RFP No#: 25-05

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the "Services" required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

4.1 Pricing Proposal for Services Offered

4.1.1 See COG pricing proposal attachment included on the City of Galveston webpage (Ref. 4.6 Pricing Proposal). It must be filled out completely and returned with this pricing proposal, in exact formatting.

4.1.2 Vendor must submit an additional cost schedule. Cost schedule must contain an all-inclusive list of required labor, materials, equipment. List must be itemized, and include product/labor description and unit cost. Ensure pricing conforms to FEMA post disaster limits and guidelines.

4.2 Added Value

4.2.1 Describe any proposed benefits to COG from proposer, not otherwise set forth herein, which would be an added value to COG.

4.3 COG's Payment Terms

COG's standard payment terms for services are "Net 30 days."

4.4 Price Increases Upon Extension

Any contract resulting from this RFP shall be effective for three (3) years upon execution by the City of Galveston. Proposed pricing referenced in 4.6 Pricing Proposal shall be firm for three (3) years.

It is agreed that City will have the option to extend the contract for up to two (2) additional years in one-year intervals. Upon option to extend, if approved by the COG, the Bidder shall modify the rates charged by the Bidder to reflect any changes shown in the comparative statement delivered to COG. The maximum increase allowed under this provision shall be four percent (4%) per year. COG will not accept, or agree, to any escalation clause higher than four percent (4%) per year. If an escalation clause of greater than the maximum allowed by COG, as stated previously, is inserted in the blanks below, COG will consider that the amount of escalation is 0%. COG shall have authority, in its reasonable discretion, to determine the validity of any change in Bidder's rates. COG

cannot exercise the Option to Extend with any price increases unless the Bidder completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by COG's Fiscal Year which begins in October and ends the following September. (example: FY 2022 October 1, 2021 – September 30, 2022).

Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

FIRST ADDITIONAL YEAR (FY 2029) ESCALATION ..... 4 %

SECOND ADDITIONAL YEAR (FY 2030) ESCALATION..... 4 %

4.5 Cooperative Governmental Purchasing Notice

Other governmental entities maintaining inter-local agreements with COG, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful proposer. All purchases by governmental entities, other than COG, will be billed directly to and paid by that governmental entity. COG will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, COG will notify the successful proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with COG.

[x] Yes, Others can purchase **[ ] No, Only the COG can purchase.**

4.6 Pricing Proposal- This form must be completed and submitted in excel format. Faliure to do so will result in your submittal being deemed non responsive.

Item NO.	Equipment	Daily Price	Weekly Price Per Each
1	Extraction Unit (Carpet Cleaning)	$ 200.00	$ 1,000.00
2	Respirator Protection (PAPR/SCBA)	$ 85.00	$ 425.00
2	Filter, Secondary HEPA Diffusers	$ 50.00	$ 250.00
3	HEPA Filtration Unit / Air Scrubber - Large	$ 145.00	$ 725.00
4	HEPA Filtration Unit / Air Scrubber - Small	$ 125.00	$ 625.00
5	HVAC Negative Air Machine	$ 150.00	$ 750.00
6	Hydroxyl Deodorization Machine	$ 200.00	$ 1,000.00
7	Drying Equipment Description Unit Daily	$ 275.00	$ 1,375.00
8	Air Mover / Axial Fan	$ 32.50	$ 162.50
9	Air Blower, Industrial High CFM	$ 85.00	$ 425.00
10	Refrigerant Dehumidifier - LGR	$ 130.00	$ 650.00
11	Desiccant DH Unit - 750cfm	$ 435.00	$ 2,175.00
12	Desiccant DH Unit - 4500-6000cfm	$ 1,650.00	$ 8,250.00
13	Desiccant DH Unit - 9000-10000cfm	$ 2,050.00	$ 10,250.00
14	Desiccant DH Unit - 12000cfm	$ 3,850.00	$ 19,250.00
15	Desiccant DH Unit - 15000cfm	$ 3,850.00	$ 19,250.00

16	Manometer, Recording Differential Pressure	$ 95.00	$ 475.00
17	Moisture Survey - IR Camera	$ 130.00	$ 650.00
18	Moisture Survey - Moisture Meter	$ 29.00	$ 145.00
20	DX Unit 1-2 ton - Portable	$ 275.00	$ 1,375.00

For equipment not listed that is rented for the project by the vendor, the rate invoiced to the Customer will be the rate charged to plus:

20%	Overhead: 10	Profit: 10

(7) billable days equals (1) week - (30) billable days equals (1) month. Consumables associated with specified equipment will be billed separately (i.e. filters, fuel, etc.).

Unscheduled Purchased Equipment- If special equipment not listed above is purchased for the project, the daily rental rate percentage mark up	**20%**

Scheduled Rental Equipment- Under certain circumstances, the vendor may need to rent equipment listed on the rate Schedule. If the rental forthis equipment exceeds the listed price, the vendor will charge the rental rate plus:

20%	Overhead: 10	Profit: 10

Vendor Supplied Small Tools Charge of total labor percentage mark up	**3%**

PPE Package: Three or more of the following items must be used to warrant charge per day, per person: Hard Hat, Safety Glasses, Face Shield, Back Brace, Knee Brace, Rubber/Work Boots, Chainsaw Chaps, Ear Protection or Safety Vest.

Item NO.	Consumables:	Price Per Each	Extended Price (Please use vendor available quantities for extended price)
1	**Bags, Trash Rl**	**35.93**	**Unlimited**
2	Bags, Trash Environmental - 6ml Rl	184.03	**Unlimited**
2	Bags, Glove 60" x 72" Ea	14.51	**Unlimited**
3	Bags, Glove 66" x 84" Ea	32.48	**Unlimited**

4	Box, Book / Freeze Dry Ea	4.22	**Unlimited**
5	Brown Paper Rl	114.75	**Unlimited**
6	Cube (Secondary) Filter for HVAC Negative Air Machine Ea	12.99	**Unlimited**
7	Tape, Blue / painters Rl	14.94	**Unlimited**
8	Painters Plastic (.75 mil) Rl	119.08	**Unlimited**
9	Plastic FR Sheeting - Cordek	75.78	**Unlimited**
10	Spray Adhesive Ea	9.2	**Unlimited**
11	Tape, Box (Clear) Rl	7.14	**Unlimited**
12	Tape, Box (Brown) Rl	16.24	**Unlimited**
13	Tyvek Suits - General / Mold	11.26	**Unlimited**
14	Tyvek Suits - Chemical / Forensic	23.6	**Unlimited**
15	Tape, HVAC (Aluminum) Rl	47.63	**Unlimited**
16	Tape, Duct (Teal) Rl	16.42	**Unlimited**
17	Tape, Duct (Grey/White) Rl	11.91	**Unlimited**
18	Tarps SF	0.26	**Unlimited**
20	Wipes, Microfiber (25 Wipes) Pkg	35.18	**Unlimited**
21	Wrap, Bubble / Anti-Static (Small) Rl	281.45	**Unlimited**
22	Wrap, Bubble / Anti-Static (Large) Rl	107.32	**Unlimited**
23	Wrap, Shrink Rl	54.13	**Unlimited**

24	Wipes, Cotton Cloth Lb	5.45	**Unlimited**
25	Wipes, Lint Free / Anti-Static Pkg	36.81	**Unlimited**
Unscheduled Materials: For materials not listed above, that are purchased for the project by the vendor, the rate invoiced to the Customer will be the rate charged to the vendor plus:			
	20%	Overhead: 10	Profit: 10

4.6 Pricing Proposal- This form must be completed and submitted in excel format. Faliure to do so will result in your submittal being deemed non responsive.	
CLASSIFICATION - Management HOURLY RATES HOURLY RATES	
Project Consultant (PCS)	$ 150.00
Project Accountant (PA)	$ 83.50
Project Coordinator (PC)	$ 130.00
Assistant Project Manager (APM)	$ 84.50
Project Manager (PM)	$ 100.00
Health & Safety Officer (HSO)	$ 95.00
Project Administrative (PAA)	$ 55.00
CLASSIFICATION - Restoration HOURLY RATES HOURLY RATES	
Drying / Equipment Technician (DET)	$ 65.00
Biohazard, Trauma, Forensic Spervisor (BTFS)	$ 115.00
Equipment Operator (EO)	$ 86.00
Biohazard, Trauma, Forensic Technician (BTFT)	$ 85.00
Restoration Supervisor (RS)	$ 68.50
Biohazard, Trauma, Forensic Labor (BTFL)	$ 70.00
Resource Coordinator (RC)	$ 58.00
Certified Asbestos / Lead Supervisor (AS)	$ 80.00

Asbestos Technician / Worker (AT)	$ 70.00
Restoration Technician (RT)	$ 57.00
General Labor (GLE) -	$ 46.50
Mold Remediation Worker (MRW)	$ 63.00
General Labor (GL)	$ 41.00
CLASSIFICATION - Construction HOURLY RATES HOURLY RATES	
Electrician (E)	$ 145.00
HVAC Technician (HVC)	$ 155.00
Masonry (MAS)	$ 60.00
Plumber (PLM)	$ 145.00
Tile Installer (TIL)	$ 56.50
Carpenter - Rough (FNC)	$ 57.50
Superintendent (SP)	$ 79.50
Drywall (D)	$ 58.00
Electrician Helper (EH)	$ 58.00
Flooring Installer (FCI)	$ 56.00
Trade Supervisor (TS)	$ 69.00
Painter (P)	$ 58.00
Roofer (RFG)	$ 85.00

Acoustic Tile Installer (ACT)	$ 55.00
Carpenter - Finish (FNH)	$ 60.50
Insulation Technician (INS)	$ 48.00
Management Fee (Management of Customer Labor Force)	$ 4.50

Exhibit "A" 2024 Rate Schedule

I. *Personnel Labor Rates:*

The personnel labor classification("Classifications") and the classification hourly rates listed below ("Classification Hourly Rates") apply to any and all personnel engaged to fulfill the terms of the Agreement, these personnel may include but are not limited to the full time employees of Cotton Commercial USA, Inc. whether doing business on its own behalf or doing business as Advance Catastrophe Technologies, Full Circle Restoration, Target Solutions, or any other current or future DBA name ("Cotton"), temporary hires employed directly by Cotton, any personnel secured through subcontracted labor, or any personnel subcontracted by Cotton that falls into the labor categories below. Rates stated below are per person per hour.

A.

Classification - Management	*Classification Hourly Rates*		*Classification Hourly Rates*
Project Consultant (PCS)	$150.00	Project Accountant (PA)	$83.50
Project Coordinator (PC)	$130.00	Assistant Project Manager (APM)	$84.50
Project Manager (PM)	$100.00	Project Administrative (PAA)	$55.00
Health & Safety Officer (HSO)	$95.00		

Classification - Restoration			
Drying / Equipment Technician (DET)	$65.00	Biohazard, Trauma, Forensic Supervisor (BTFS)	$115.00
Equipment Operator (EO)	$86.00	Biohazard, Trauma, Forensic Technician (BTFT)	$85.00
Restoration Supervisor (RS)	$68.50	Biohazard, Trauma, Forensic Labor (BTFL)	$70.00
Resource Coordinator (RC)	$58.00	Certified Asbestos / Lead Supervisor (AS)	$80.00
Restoration Technician (RT)	$57.00	Certified Asbestos Technician / Worker (AT)	$70.00
General Labor (GLE) - (Experienced with Cotton Operations)	$46.50	Mold Remediation Worker (MRW)	$63.00
General Labor (GL)	$41.00		

Classification - Construction			
Metal Worker / Fabricator (FAB)	$160.00	Wallcovering Installer (WPR)	$60.50
HVAC Technician (HVC)	$155.00	Carpenter - Finish (FNH)	$60.50
Electrician (E)	$145.00	Masonry (MAS)	$60.00
Plumber (PLM)	$145.00	Drywall (D)	$58.00
Fire Suppression (FS)	$135.00	Painter (P)	$58.00
Welder (WLD)	$98.50	Carpenter - Rough (FNC)	$57.50
Scaffolder (SCF)	$95.00	Tile Installer (TIL)	$56.50
Estimator (EST)	$85.00	Flooring Installer (FCI)	$56.00
Roofer (RFG)	$85.00	Acoustic Tile Installer (ACT)	$55.00
Superintendent (SP)	$79.50	Insulation Technician (INS)	$48.00
Trade Supervisor (TS)	$69.00		

Management Fee (Management of Customer Labor Force) $4.50 per hour / man

B. *Labor Considerations / Provisions:*

1. *All scheduled rates are per the first 40 hours worked in a week, based on a seven (7) day work week (Monday-Sunday). All hours worked in excess of 40 hours in a week will be billed at (1.5) times the normal rate schedule. Commencement of any new project Friday after 5:00PM is subject to 1.5 times normal rates. All hours will reset on Monday and subject to our normal hourly rates.*
2. *All holidays recognized by Cotton Commercial USA, Inc. ("Cotton") will be billed at (2) times the normal billing rates. Recognized holidays are New Years, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas. If applicable federal state, or local law requires recognition of holidays other than those recognized by Cotton, those additional holidays will be billed at (2) times the normal billing rate.*
3. *Cotton response personnel who are placed on stand-by by the Customer, either on site or at an offsite location, who remain dedicated exclusively to the Customer, will be billed at full rates for a minimum of four (4) hours per day. Lodging and per diem rates will also be billed for all personnel placed on stand-by.*
4. *Cotton reserves the right to adjust the pricing of all labor based on inflation and market conditions.*
5. *Travel time for personnel shall be billed to the contract at the scheduled rates. Project Consultants will be billed at 1/2 their rate.*
6. *The scheduled rates and provisions in Exhibit A (Rate Schedule), take into account Cotton's standard wage rates and overtime compensation practices paid to project workers. To the extent the work under a particular contract is subject to federal, state or local prevailing wage laws, Davis-Bacon Wages Act, minimum wage or minimum hour laws, overtime laws, collective bargaining agreements or labor shortage, which would modify Cotton standard rates and practices, Cotton USA will have the option to make adjustments in the hourly rates and other provisions stated above or invoice all wages at a fixed rate not to exceed (1.3) times on any and all of the classifications listed above.*

*Customer Initials:*_____ *Cotton Initials:*_____

7 *Cotton reserves the right to mobilize one or more qualified safety officers to any emergency response project to oversee site safety. The quantity of safety officers mobilized to a project will be dependent on the scope of work to be performed and the necessity for safety personnel in each work location or zone. Safety officers will remain on site and work with response personnel for the duration of the project or until is mutually agreed upon by Cotton Management and authorized Customer Representatives that these services are no longer required.*

8 . *Under certain circumstances, Cotton may need to engage additional personnel in the categories listed above. If the cost for this personnel exceeds our listed price, Cotton will charge the cost fee at a fixed amount not to exceed (1.3) times cost.*

c. EXPENSES / REIMBURSABLE

A. UNSCHEDULED / SPECIALTY WORK:

For any trade or service which Cotton does not provide or which is not scheduled in this Rate Schedule, the amount invoiced will be billed at cost and a management and oversight fee at a fixed amount not to exceed (1.2) times cost

B. TRAVEL, LODGING AND PER DIEM

Cotton shall be compensated for costs incurred for travel, lodging and per diem costs (" Incidental Costs ") for all workers assigned to the project. All Incidental Costs will be billed at a fixed amount not to exceed (1.2) times cost If actual costs cannot be determined for any reason, such Incidental Costs shall be determined in accordance with the rates set by the United States General Services Administration, the Department of Defense, or the State Department, plus at a fixed amount not to exceed (1.2) times cost.Standard Per Diem reimbursement is $45.00. Due to regional costs, there will be a$60.00 per diem rate paid to employees for projects in following states including but not limited to New York, New Jersey, Connecticut, Rhode Island, Massachusetts, New Hampshire, Nevada, Oregon, Washington, California, Maine, and Washington D.C. If it is necessary to use multiple hotels to house project personnel during a declared State of Emergency, Cotton will use the average nightly rate of up to three hotels that house project personnel (Cotton and/or subcontractors). The full average nightly rate will be charged for single occupancy and 50% of the average nightly rate per person will be charged for double occupancy.

C. FREIGHT / TRANSPORTATION FEE'S

Cotton shall be compensated for costs incurred for the transportation of equipment and materials to the site of work and for the transportation back of equipment and any remaining supplies and materials, upon completion of the work. All such costs shall be billed at actual cost plus management and oversight fee at a fixed amount not to exceed (1.2) times cost

D. TAXES AND PERMITS

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes, consumptions taxes, gross receipts tax, valued-added taxes, transaction taxes, turnover taxes, good and services taxes, or any other taxes that are similar to indirect tax in nature ("Taxes") and any applicable federal, state or local approval, consent, permit, license and/or order fees ("Fees") incidental to performance of the work. Cotton shall be reimbursed for all such Taxes and Fees incurred with respect to the project.

E. STATE OF EMERGENCY RESOURCE COORDINATION

Cotton reserves the right to pass all indirect costs associated with mobilization and management recovery services during an area wide event to Customers. Area wide event could include but are not limited to hurricanes, tropical cyclones, tornadoes, floods, and earthquakes. This cost will be five (5%) percent of the total of all labor, equipment, consumables, outside services, and reimbursable (excluding taxes) on each project managed by Cotton for the first sixty (60) days of the event.

F. BACKGROUND CHECKS / TESTING

Cotton shall be reimbursed the cost for any background investigation required of Cotton employees or Cotton subcontractors beyond the background investigation routinely conducted by Cotton. Additionally, Cotton shall be reimbursed the cost for any drug testing of Cotton employees or Cotton subcontractors required to be conducted prior to the commencement of a project.

G. PREMIUM WAGES

Cotton when working in and around high cost-of-living areas including but not limited to New York, New Jersey, Connecticut, Rhode Island, Massachusetts, New Hampshire, Nevada, Oregon, Washington, California, Maine, and Washington D.C., and internationally, a multiplier of 1.25 will be applied to all listed labor rates in order to account for increased costs This premium is the minimum and is subject to change. Any modifications to the multiplier will be submitted and become part of this agreement.

ci. DOCUMENT RESTORATION SERVICES

Document drying costs will be determined per job for the following factors:

Nature of Damage Moisture Saturation
Degree of Char / Soot Residue Mold / Mildew / Infestation Smoke Odor
Deodorization Requirements
Contamination Factors include Debris, Sewage, and/or Hazardous Materials Document Remediation Provision:

Labor, equipment, materials and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in the exhibit.

EXHIBIT A
Rate Schedule (cont.)

Equipment

Equipment Description	***Unit***	***Daily***
Air Compressor	Ea	$ 75.00
Air Scrubber(HEPA) - Small (<1000 cfm)	Ea	$ 125.00
Air Scrubber(HEPA) - Large (1001-2000 cfm)	Ea	$ 145.00
Barricade Fencing (One Time Charge)	Ft	$ 1.25
Blower (Gas Powered)	Ea	$ 38.00
Cart, Tilt / Demolition	Ea	$ 30.00
Chainsaw	Ea	$ 52.00
Electrical - 100 Amp Distro Panel	Ea	$ 125.00
Electrical - 200 Amp Distro Panel	Ea	$ 180.00
Electrical - 50 Amp Spider Box	Ea	$ 75.00
Electrical - 25' Spider box cable	Ea	$ 40.00
Electrical - 50' Spider box cable	Ea	$ 55.00
Electrical - 100' Spider box cable	Ea	$ 70.00
Extraction Unit (Carpet Cleaning)	Ea	$ 200.00
Extraction Unit (Electric)	Ea	$ 180.00
Extraction Unit (Gas Powered)	Hr	$ 295.00
Extraction Unit, Portable (Gas Powered)	Ea	$ 300.00
Extension Poles (Pair)	Ea	$ 15.00
Eye Wash Station	Ea	$ 28.00
Fall Protection (harness w/lanyard and life line, excludes pulley)	Ea	$ 29.00
Filter, Secondary HEPA Diffusers	Ea	$ 50.00
Flex Duct (Includes T's and Y's)	Ft	$ 1.00
Floor Buffer	Ea	$ 75.00
Floor Cleaner / Stripper / Burnisher (Walk Behind)	Ea	$ 265.00
Fogger, Thermal (Gas Powered)	Ea	$ 95.00
Fogger, ULV / Thermal (Electric)	Ea	$ 30.00
Four Gas Meter	Ea	$ 79.50
Fuel Cell/Tank (Truck Mounted or Stand Alone)	Ea	$ 90.00
Furniture Blanket	Ea	$ 8.00
Gang Box(Misc. Power Tools)	Ea	$ 67.50
Generator (less than 10 kw)	Ea	$ 175.00
Generator 60 - 65 kw	Ea	$ 535.00
Hard Panel Containment System	Ft	$ 9.00
HVAC Cleaning System (Portable)	Ea	$ 425.00
HVAC Video Inspection System	Ea	$ 255.00
Hydroxyl / Ozone Deodorization Machine	Ea	$ 200.00
Ladder(Less than 12')	Ea	$ 9.00
Ladder(Greater or Equal to 12')	Ea	$ 26.50
Light, Demo / Drop / Stand / String	Ea	$ 29.50
Light, Tower	Ea	$ 200.00
Lumber - 2" x 4" (One Time Charge)	Ft	$ 0.95
Lumber - Plywood 1/2" (4' x 8' sheet)(One Time Charge)	Ea	$ 53.00
Lumber - Plywood 3/4" (4' x 8' sheet)(One Time Charge)	Ea	$ 80.00
Manometer, Recording Differential Pressure	Ea	$ 95.00
Mobile Containment Cube (HEPA Filtered)	Ea	$ 225.00
Moisture Survey - IR Camera	Ea	$ 130.00
Moisture Survey - Moisture Meter	Ea	$ 29.00
Offsite Disposal Fee	Ea	$ 135.00
Particle Counter	Ea	$ 225.00

Equipment Description	***Unit***	***Daily***
PPE Package A (3 or less)	Ea	$ 9.50
PPE Package B (4 or more)	Ea	$ 15.50
Pump, Sump (2" or less Electric)	Ea	$ 35.00
Pump, Submersible (3" Electric)	Ea	$ 248.00
Pump, Trash (3" or Less)	Ea	$ 95.00
Radio, 2 way – Job site comm.	Ea	$ 24.00
Respirator Protection (Half/Full Face)	Ea	$ 25.00
Respirator Protection (PAPR/SCBA)	Ea	$ 85.00
Saw - Kett (Includes Blades)	Ea	$ 55.00
Scaffolding - Baker's 6'	Ea	$ 35.00
Shower Kit for Decontamination Chamber	Ea	$ 135.00
Sprayer, Airless	Ea	$ 175.00
Sprayer, Electrostatic	Ea	$ 165.00
Sprayer, Pump	Ea	$ 8.00
Trailer - Flatbed, Cargo	Ea	$ 195.00
Trailer - Command / Office	Ea	$ 650.00
Trailer - Fuel (refueling trailer)	Ea	$ 375.00
Trash Can	Ea	$ 8.50
Truck - Box Truck	Ea	$ 195.00
Truck - Pickup (3/4 Ton)	Ea	$ 120.00
Truck - Pulling/Tractor	Ea	$ 305.00
Utility Terrain Vehicle - (UTV)	Ea	$ 185.00
Vacuum, Anti-Static	Ea	$ 105.00
Vacuum, HEPA	Ea	$ 90.00
Vacuum, Wet/Dry	Ea	$ 25.00
Van, Cargo/Passenger	Ea	$ 160.00
Vehicle, Truck/Car	Ea	$ 105.00
Washer, High Pressure (Cold)	Ea	$ 125.00
Washer, High Pressure (Hot)	Ea	$ 205.00
Washer, Trailer Mounted	Ea	$ 450.00

Drying Equipment Description	***Unit***	***Daily***
Air Mover / Axial Fan	Ea	$ 32.50
Injection Drying System	Ea	$ 275.00
Air Blower, Industrial High CFM	Ea	$ 85.00
Dehumidifier Refrigerant - LG (<125 ppd)	Ea	$ 130.00
Dehumidifier Refrigerant - XL (>=125 ppd)	Ea	$ 155.00
Dehumidifier Refrigerant - XXL (>170 ppd)	Ea	$ 180.00
Desiccant Dehumidifier 150-499 CFM	Ea	$ 280.00
Desiccant Dehumidifier 500-999 CFM	Ea	$ 435.00
Desiccant Dehumidifier 1000-2999 CFM	Ea	$ 1,125.00
Desiccant Dehumidifier 3000-4499 CFM	Ea	$ 1,350.00
Desiccant Dehumidifier 4500-6000 CFM	Ea	$ 1,650.00
Desiccant Dehumidifier 6001-9999 CFM	Ea	$ 2,050.00
Desiccant Dehumidifier 10000-11999 CFM	Ea	$ 2,550.00
Desiccant Dehumidifier 12000-15000 CFM	Ea	$ 3,850.00
Air Conditioner - 1 - 2 ton - Portable	Ea	$ 275.00
Air Conditioner - 20 - 30 ton	Ea	$ 1,250.00
Heater - Portable Electric - Small 110V	Ea	$ 75.00

Equipment Rental Considerations:

1. *Unscheduled Rental Equipment*
   For equipment not listed that is rented for the project by Cotton the rate invoiced to the Customer will be the rate charged to Cotton at a fixed amount not to exceed (1.2) times cost.
2. *Unscheduled Purchased Equipment*
   If special equipment not listed above is purchased for the project, the daily rental will be 5% of the purchase price.
3. *If Cotton has offered weekly and/or monthly discounted equipment rates, the customer acknowledges and agrees that Cotton's discounted rates are offered contingent upon the relevant invoice being paid in full in accordance with the payment terms in the Agreement.*
4. *Scheduled Rental Equipment*
   Under certain circumstances, Cotton may need to rent equipment listed on the Rate Schedule. If the rental for this equipment exceeds our listed price, Cotton will charge the rental rate at a fixed amount not to exceed (1.2) times cost.
5. *Cotton Supplied Small Tools Charge*
   A "Small Tools" charge of 3% is calculated based upon the total billable amount of labor. The following "small tools" list includes but is not limited to: Adj. Wrench, Crow Bar, Pry Bar, Bolt Cutters, Broom (Corn, Street, Push), Paint Brush/Roller, Buckets, Bulb (Demo Light), Chain, Chalk and Chalk Line, Dolly (Floor), Drill Bit Set, Extension Cord/3-Way, Fuel Can, Funnel, Fire Extinguisher, Hammer Carpenter/Sledge, Flashlight, Hand Truck, Ice Chest, Tie/Cord/Twine for lay flat, Floor Scraper, Lockout Tagout Kit, Pallet Jacks, Rake(Leaf/Garden), SDS book, Dust Pan, Putty Knife, Hand Saw, Hack Saw, Scissors, First Aid Kit, Sheet Metal Shears, Shovel (Scoop, Spade, Square), Siphon Pump, Socket Set, Squeegee(Floor/Window), Staple Gun, Tape Gun, Washtub, Utility Knife, Unger Pole w/ Fixi Clamp, Water Cooler, Screw Drivers, Water Hose.
6. *PPE Package Items*
   Hard Hat, Safety Glasses, Face Shield, Back Brace, Knee Brace, Rubber/Work Boots, Chainsaw Chaps, Ear Protection or Safety Vest.
7. *Weekly Rental Rates - Equipment*
   Equipment(LGR Dehumidifiers, Air Scrubbers, HEPA Vacuums, and Air Movers) will be calculated at (5) billable days equals (1) week - (20) billable days equals (1) month. Consumable's associated with specified equipment will be billed separately (i.e. filters, fuel, etc.).
8. *Cotton will charge an offsite debris disposal fee of, at minimum, $135.00 per project when onsite waste is not available or provided. Debris may include but are not limited to, carpet, ceiling tile, sheetrock, etc.*
9. *Cotton reserves the right to adjust the pricing of all equipment based on inflation and market conditions.*

*Customer Initials:*_____ *Cotton Initials:*_____

Consumables

Chemical Description	***Unit***	***Rate***
Alcohol, Isopropyl	Gal	$ 55.21
Carpet, Cleaner / Deodorizer	Gal	$ 25.98
Carpet, Defoamer	Gal	$ 71.45
Cleaner, Glass	Gal	$ 19.49
Cleaner, Glass Spray	Ea	$ 10.85
Degreaser, Light Duty	Gal	$ 32.93
Degreaser, Heavy Duty	Gal	$ 58.46
Deodorizing Gel / Block	Ea	$ 73.61
Deodorizing Liquid	Gal	$ 86.60
Deodorizing Odor Crystals	Gal	$ 112.58
Disinfectant / Biocide / Sporicide	Gal	$ 74.95
Disinfectant / Biocide Tablet	Ea	$ 1.44
Disinfectant / Bleach	Gal	$ 12.45
Floor Stripper	Gal	$ 69.28
Floor Wax	Gal	$ 80.11
Ice Melt - Granular	Lb	$ 1.50
Remover - Goof Off	Ea	$ 98.20
Remover - Carpet / Mastic	Gal	$ 36.81
Thermo Fog	Gal	$ 177.53
Furniture Polish	Ea	$ 14.43
Lubricant, Machinery		
Preserver - Light	Gal	$ 51.61
Long Term Preserver - Heavy	Gal	$ 64.10
Stainless Steel Cleaner	Ea	$ 17.14
Sealant - Encapsulant, Asbestos	Gal	$ 16.67
Sealant - Encapsulant, Duct	Gal	$ 95.26
Sealant - Encapsulant, Odor	Gal	$ 84.86
Sealant - Encapsulant, Antifungal	Gal	$ 166.71
Spray Adhesive	Ea	$ 9.20
Wood Cream	Qt	$ 35.00
HVAC		
Cleaner, HVAC Coil	Gal	$ 86.60
Lock Tight / Air Lock (grey)	1/2 Gal	$ 75.68
Pre - Filter for HVAC Negative Air Machine	Ea	$ 27.93
Cube(Secondary) Filter for HVAC Negative Air Machine	Ea	$ 68.20
Precut Sheet Metal up to 24" x 24"	Ea	$ 45.42

Material Description	***Unit***	***Rate***
Bags, Trash	Rl	$ 35.93
Bags, Trash Environmental - 6ml	Rl	$ 184.03
Brown Paper	Rl	$ 114.75
Boot / Shoe Covers	Pr	$ 1.75
Box, Book / Freeze Dry	Ea	$ 4.22
Box, Dish Pack	Ea	$ 7.04
Box, Picture	Ea	$ 18.60
Box, Wardrobe	Ea	$ 42.00
Carpet mask 36" x 500'	Rl	$ 255.36
Containment Boom	Ea	$ 46.00
Brush, Wire	Ea	$ 5.41
Brush, Grout	Ea	$ 2.38
Brush, Long Handle / Scrub	Ea	$ 14.07
Disposable Decontamination Chamber (Per room)	Ea	$ 192.33
Dust Mask	Ea	$ 4.55

Material Description	***Unit***	***Rate***
Ducting, 20" Lay flat (6 mil)	Ft	$ 1.50
Ducting, 18" Lay flat (6 mil)	Ft	$ 1.25
Ducting, 12" Lay flat (6 mil)	Ft	$ 1.00
Ducting, 8" Lay flat (6 mil)	Ft	$ 0.75
Filter, Pre Filter for HEPA Vacuum	Ea	$ 12.99
Filter, HEPA for Hepa Vacuum	Ea	$ 442.38
Filter, Collection bag for HEPA Vacuum	Ea	$ 10.83
Filter, Rolled Material	Sf	$ 3.22
Filter, Pleated for Neg Air Machine	Ea	$ 24.36
Filter, Pre Filter for Neg Air Machine	Ea	$ 2.33
Filter, Charcoal for Neg Air Machine	Ea	$ 34.64
Filter, HEPA for Neg Air Machine	Ea	$ 335.83
Filter, Dehumidifier	Ea	$ 13.40
Floor Protectant, Ram Board	Rl	$ 119.08
Furniture Blocks	Bx	$ 114.75
Furniture Pads	Bx	$ 184.03
Gloves, Cut Resistant	Pr	$ 14.51
Gloves, Surgical Latex / Nitrile	Bx	$ 32.48
Gloves, Work / Rubber / Leather	Pr	$ 4.22
Inventory Tags	Bx	$ 46.55
Mop Heads	Ea	$ 8.40
Pads, Floor Buffer - Round	Ea	$ 10.85
Pads, Floor Buffer - Rectangle	Ea	$ 32.35
Plastic FR Sheeting - Cordek	Ea	$ 75.78
Plastic Sheeting (20' x 100') 4 mil	Rl	$ 119.08
Plastic Sheeting (20' x 100') - 6 mil FR	Rl	$ 281.45
Painters Plastic	Rl	$ 55.00
Poly Hangers	Ea	$ 6.93
Respirator Cartridge	Ea	$ 22.73
Scrub Pads / Sponge	Ea	$ 3.50
Sleeves, Cut Resistant	Pr	$ 19.49
Sponges, Soot Removal	Ea	$ 2.77
Spray Bottle w/ Trigger	Ea	$ 5.41
Sticky Mats 18" x 36" (30 Pads)	Ea	$ 27.60
Tape, Asbestos(Danger)	Rl	$ 25.00
Tape, Caution	Rl	$ 18.40
Tape, Duct(Teal)	Rl	$ 16.42
Tape, Duct(Grey/White)	Rl	$ 11.91
Tape, Double Sided (Containment)	Rl	$ 34.64
Tape, Blue / painters	Rl	$ 14.94
Tape, HVAC (Aluminum)	Rl	$ 47.63
Tape, Box (Clear)	Rl	$ 7.14
Tape, Box (Brown)	Rl	$ 16.24
Tape, Preservation	Rl	$ 30.31
Tarps	Sf	$ 0.26
Tyvek Suits - General / Mold / Dust	Ea	$ 11.26
Tyvek Suits - Chemical / Forensic	Ea	$ 23.60
Wipes, Cotton Cloth	Lb	$ 5.45
Wipes, Microfiber (25 Wipes)	Pkg	$ 35.18
Wipes, Lint Free / Anti Static	Pkg	$ 36.81
Wrap, Bubble / Anti Static(Small)	Rl	$ 281.45
Wrap, Bubble / Anti Static(Large)	Rl	$ 107.32
Wrap, Shrink	Rl	$ 54.13
Zippers	Ea	$ 13.53

Material Rate Considerations:

1. *Unscheduled Materials*
   For materials not listed above, that are purchased for the project by Cotton, the rate invoiced to the Customer will be the rate charged to Cotton at a fixed amount not to exceed (1.2) times cost.

2. *The foregoing prices shall be applied to all materials listed above that are utilized in the performance of the work whether shipped to the site from Cotton inventory, shipped directly to the site from Cotton's source, or purchased locally by Cotton.*

3. *Cotton reserves the right to adjust the pricing of all materials and consumables based on inflation and market conditions.*

*Customer Initials:*_____ *Cotton Initials:*_____



TAB E

PROPOSER'S QUESTIONNAIRE

SECTION 6

PROPOSER'S QUESTIONNAIRE

Proposals must include responses to the questions contained in this proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply, or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

6.1 Proposer Profile

6.1.1 Legal name of proposer Company:
Cotton Commercial USA, Inc.

Centralized Master Bidders List registration number: 12027028104

Prime contractor HUB / MWBE registration number: N/A

An individual proposer acting as a sole proprietor must also enter the proposer's Social Security Number: #_____-_____-_____.

Universal Entity Identifier (UEI) number VPRKWSGSGKI7.

Number of years in Business: 28

State of incorporation: TX

Number of Employees: 1000FT

Annual Revenues Volume: 300M+

Name of Parent Corporation, if any Cotton Holdings, Inc.

NOTE: If Proposer is a subsidiary, COG prefers to enter into an agreement or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

6.1.2 Proposer will provide a copy of its financial statements for the past two (2) years.

Please view Cotton Commercial USA, Inc. attached confidential watermarked financials.

6.1.3 Proposer will provide a financial rating of the proposer's entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of proposer.

Cotton Commercial USA, Inc. does not have its D&B Rating. However, Cotton Holdings financial health is excellent due to a strong balance sheet and will not only be able to meet its short-term financial obligations, but also its long term financial goals as demonstrated in the audited financials provided.

3.1.4 Proposer will state whether or not proposer is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If yes, proposer will explain the expected impact, both in organizational and directional terms.

Cotton Commercial USA, Inc. is not currently for sale or involved in any transaction to expand or to become acquired by another business entity.

6.1.5 Proposer will provide any details of all past or pending litigation or claims filed against proposer that would affect its performance under an Agreement with COG.

From time to time, Cotton Commercial USA, Inc. is a party to litigation in the ordinary course of business. Cotton Commercial USA, Inc. has not been a party to litigation that would materially affect its business, financial condition or operating results, or that would otherwise affect its performance under a contract with the City of Galveston.

6.1.6 Proposer will state whether or not proposer is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

No, the Company has not undergone default on any loan or financing agreements in the past 10 years. Cotton Holdings financial health is excellent due to a strong balance sheet and will not only be able to meet its short-term financial obligations, but also its long-term financial goals.

6.1.7 Proposer will state whether or not any relationship exists (whether by family kinship, business association, capital funding agreement, or any other such relationship) between proposer and any employee of COG. If yes, proposer will explain.

Cotton Commercial USA, Inc. is not aware of any such relationship. Cotton has an existing non-exclusive agreement in place with the City of Galveston for emergency restoration and recovery services.

6.2 Approach to Project Services

6.2.1 Proposer will provide a statement of the proposer's service approach and will describe any unique benefits to COG from doing business with proposer. Proposer will briefly describe its approach for the required services identified in **Section 3** Scope of Work of this RFP.

Background and Experience

Beginning in Houston, Texas, Cotton focused on providing both the private and public sector a single source solution following damage resulting from isolated incidents and large- scale disasters. Cotton's emphasis on service resulted in the Company's expansion throughout Texas, the United States, and internationally, serving corporate and retail businesses, commercial office, manufacturing and in industries including healthcare, education, hospitality and entertainment, as well as the public sector.

Now consisting of multiple specialized divisions, Cotton is a leading infrastructure support services company with subsidiaries that conduct business under the Cotton Commercial USA, such as Cotton Construction, Cotton Roofing, Cotton Logistics, Cotton Culinary brands

Cotton has been instrumental in the recovery and restoration efforts stemming from the world's most damaging catastrophes of the past two decades, including high-impact weather events and other natural disasters, wildfires, terrorism, vandalism, and environmental mishaps. Beyond disasters, Cotton provides comprehensive logistical support solutions and consultation to a host of local and international including Fortune 500 companies, oil and gas corporations, private contractors, and government agencies.

Per the RFP Scope Cotton has the ability and commitment to respond to events and losses where services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization and wind damage during a disaster or non-disaster situation. Cotton will dedicate Project Coordinator -Joseph Deboest to the Account.

In addition, Cotton specifically can respond and provide all services for both Disaster and Non-Disaster Restoration of Operational Services outlined in the RFP under:

- Restoration Services
- Construction/Reconstruction/Renovation
- Mobile/Lodging and Mobile Command Facilities
- Environmental Response
- Debris Removal

For Industrial Hygiene Services, Cotton can provide the following services:

- HVAC system cleaning
- Indoor air quality management
- Remediation support
- Ground water evacuation
- Project safety supervision (short and long term)
- Safety assessment and training
- Prevention program assessment and training

State and Federal Regulatory Expertise

Cotton has long history of experience working with both State and Federal regulations while working on projects for Federal Military bases such as Tyndall Air Force, NSA, Offut Air Force Base, State governments, local city and county governments while maintaining compliance. Cotton understands the importance of following every regulation required to complete the project successfully.

Cotton has a demonstrative body of work with emergency services, restoration and recovery, rebuild and Capex projects for FICURMA and State of Texas higher education institutions. These services have been successfully provided for Cotton, such as University of Texas System, Texas A&M System, Rice University, Sam Houston University, Baylor University and University of Houston System.

FEMA Compliance Experience

Cotton examples and success stories of services delivered to similar sized accounts, such as successes with return to normal activities, response time, or other relevant services.

University of Iowa - Iowa City, IA
Loss: Flood

Cotton directly stabilized, mitigated, and restored over 2 million square feet of on campus buildings
and facilities. Services included debris “muck out”, debris removal, demolition, moisture readings / control, sanitation, dehumidification, and reconstruction services to healthcare, residential, academic, and athletic facilities. Our assistance to the University allowed for an elevated time line to return to normal operations.

Valley Baptist Medical Center - Harlingen, TX
Loss: Hurricane Dolly

Large medical facility sustained hurricane damage. Cotton stabilized, dehumidified, and restored several floors of the facility, including the neonatal, surgical, and emergency room locations. Our turn key, reconstruction, single point of contact services stream lined communication for all parties.

Epoxy Products (Thermo Fisher Scientific) - Mountain Home, AR
Loss: Industrial Fire

Christmas Day fire caused fire and smoke damage to an industrial manufacture of laboratory surfaces, resulting in severe supply chain disruption for this 24 hour facility. Restoration and certified Hazwoper technicians properly decontaminated the facility, resulting in minimal disruption for product production.

State and Federal Regulatory Expertise

Cotton has long history of experience working with both State and Federal regulations while working on projects for Federal Military bases such as Tyndall Air Force, NSA, Offut Air Force Base, State governments, local city and county governments while maintaining compliance. Cotton understands the importance of following every regulation required to complete the project successfully.

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Loss: Industrial Fire

Christmas Day fire caused fire and smoke damage to an industrial manufacture of laboratory surfaces, resulting in severe supply chain disruption for this 24 hour facility. Restoration and certified Hazwoper technicians properly decontaminated the facility, resulting in minimal disruption for product production.

Emergency Response

Once Joseph Deboest is notified by COG, within 15 minutes the designated Cotton Project Coordinator (PC) will contact the appropriate COG representative with information including onsite arrival time and initial personnel quantities. Within 2 hours, Cotton professionals include management and operations personnel will be onsite to begin mitigation services and damage assessments. Cotton has regional strategic partners, with hospitality experience to provide internal and dedicated labor, assets, and resources to simultaneously assist COG as a priority under the direct control of Cotton. For day to day small losses Cotton may use a one of our First Responder partners under the direction of Cotton who have a closer proximity to the loss to assist COG. For complex large losses, Cotton may use First Responder partner who can be on site faster to start water extraction as Cotton mobilizes to the loss and takes over the project upon arrival to the site.

Cotton Owned Equipment Houston Response Location	Qty
Air mover	424
Air scrubber - LG	119
Air scrubber - SM	53
Dehumidifier	228
Extractor	23
HEPA Vac	61

Cotton Houses and maintains over 10,000 pieces of restoration and emergency response equipment which include (pressure washers, foggers, dehumidifier, desiccants, consumables, air movers, carpet cleaners, hepa-vacuums) which is strategically placed for use on a day to day basis. Equipment and material resources utilized by Cotton beyond our standard capabilities are supplied through select nationwide company's which have the ability and capacity to service locations by either direct delivery to a project or directly to Cotton's local warehouse within a short timeframe. Cotton partners with first-rate companies and we have developed a long-standing relationship that allows excellent response time from our equipment and material suppliers. In addition to relying on our strategic partners, Cotton will place large scale equipment on rent prior to an expected catastrophic event to ensure our COG are serviced when required. See below of our National Contract providers.

- Sunbelt Rentals - Equipment Rental
- United Rentals - Equipment Rental
- Herc Rentals - Equipment Rental
- JCSA – Labor
- Premier Staffing – Labor
- Abatix - Consumables
- Aramsco – Consumables
- Disaster Recovery Services, LLC -FEMA Consultant

Pre-storm Asset Protection

By both Cotton employees and strategic partners, Cotton will be able to provide assessments of the portfolio. Cotton will communicate and meet with the appropriate personnel to gather detailed information and documents on what protocols are requested. Within these meetings, Cotton will listen and understand the priorities in responding. Part of the pre-assessment would be to meet with property facility/engineering directors to review BCP and DRP plans which may reflect both best practices and cost savings measures that are considered beneficial to the COG.

Joseph Deboest will work with COG to provide pre-event planning, property walks, site preparation overviews, as well as live and desktop drills to plan for catastrophic scenarios. Meetings of this nature allow Cotton to become familiar with personnel, resources, geographic requirements, facility priorities, and an array of logistical opportunities, which can be overcome prior to actual event.

Work Plan

Pre-Loss Assessments:
In the pre loss phase, Cotton and the COG will need to determine which buildings are priority. Should there ever be a catastrophic event damaging any of the buildings, a plan will need to be in place to mobilize the top priority buildings in order of the COG importance. Any floor plans or disaster recovery documentation the COG has prepared. This will help during a federally declared disaster in order to ensure the Public Assistance process is completed in a timely manner.

During a Loss:
When Joseph Deboest has been notified of a loss by the COG, whether it be during working hours or after, a project manager will be notified immediately to come on site within 4 hours and assess the damages.

A response team will be mobilized with any necessary extraction equipment or boarding up materials that may be necessary depending on the type of loss. Once the property has been mobilized a mitigation plan will be put together.
Once the initial damages have been assessed a do not exceed figure will be offered to the COG within 24 hours. This will allow the decision-making personnel at the COG how they would like the loss to proceed. Once work has commenced and the project is underway, it is Cotton's standard to offer daily updates of the project. This is a COG choice, and the POC can be updated as often, or as little as they would like. These updates will take place until the completion of the project. The project will be documented throughout the entirety. Once the project has been completed the administrative staff at Cotton will put together a final bill based on the time and material of the project.

After a loss:
The invoice will be prepared by the administrative and operational staff at Cotton in a timely manner. Another meeting that Cotton likes to have is a debriefing with the customer. Post loss, a meeting with the decision makers throughout the process will come together and ensure the loss was handled correctly by the staff, and that the
COG is happy with the way the work product turned out. Anything that could have gone differently may be discussed at these meetings. On a federally declared disaster it is possible that FEMA consultation is necessary. Cotton will provide the documentation necessary to ensure reimbursement happens as swiftly as possible. If an outside FEMA consultant is brought in, Cotton will work side by side with them to ensure a smooth process. If a consultant is not brought in, Cotton will work with the COG personnel to ensure the same outcome.

Value Add

As turnkey restoration company Cotton follows Emergency mitigation with our construction personnel on most of our projects. Cotton’s ability to perform turnkey projects, providing emergency restoration, environmental remediation, reconstruction, and roofing services, can help reduce costs and down time for COG through a streamlined process. Further, the Cotton suite of companies is comprised of multiple specialized services that can bring additional value to a complex project.

Cotton maintains a 24/7/365 Watch operation that monitors the weather and current events throughout the United States. The Watch’s operational detail consists of monitoring open-source data points such as NOAA which provides current storm reports for damaged areas from wind, hail and tornadoes. In addition, the Watch also monitors lead sources such as Local and National news outlets, local emergency radios as we listen for dispatches on national storm related events and daily social media.

In further preparation Cotton utilizes our internal Common Operating Picture (COP) to review all property COG associated with the area of concern and communicates with industry partners to properly prepare. Prior to a storm hitting a geographic area, Cotton is fully aware of the known COG in each geographical location and will work to ensure we can provide emergency mitigation and recovery to COG properties.



Service and Warranty

For both COG and Cotton, reputation is the key element for guests and COG. Trust and dependability are cornerstones in the service industries. That's why Cotton has dedicated an entire department to our industry-leading, multi-level warranty program. These include but are not limited.

- **Level 1:** During the first-year coverage is provided by Cotton's one-year limited warranty, plus any applicable manufacturers' warranties.
- **Level 2:** A two-year mechanical systems warranty covers plumbing, electrical, air conditioning and heating systems.
- **Level 3:** If any manufacturer's defects related to the project are discovered by COG & Cotton will act as the representative to have these issues addressed.

Cotton's Quality Assurance (QA) process outlines policies and procedures that preventing mistakes and or provide oversight avoiding problems when delivering solutions or services to customers. Cotton's quality management is focused on providing confidence that quality requirements will be fulfilled through established policies and procedures. Cotton's two principles included in Quality Assurance are: "Fit for purpose" (the services should be suitable for the intended purpose); and "Right first time" (mistakes should be eliminated). Cotton's QA includes management, services related to production, and an inspection process.

Cotton executes a quality management system which is necessary to ensure that the quality-related requirements towards the individual project steps are satisfied equally for every project conducted. This quality management system comprises of the following:

- Quality Assurance (Decision-Making Competence)
- Staff Training and Additional Training
- Level of Training (Depending on Functions / Duties)
- Project-related Training Measures
- Internal Communication of Data Protection
- Documentation of Staff Training
- Storage and Security of Project and Research Records
- Product Liability
- Confidentiality

Resolution Approach

Cotton will provide services associated with the current requirements of this RFP and prioritize COG in both day-to-day restoration requirements and in the event of a disaster or catastrophic situation. will work to partner with COG to monitor and provide situational awareness updates and maintain clear and concise communication on pending weather events which may pose a threat to locations associated with the COG portfolio.

Planning and communication with COG at the inception of our partnership will allow both teams to set the parameters on how they would like to be communicated with and to whom all communication should be sent to. Cotton provides COG with multiple touch points and will always plan to have 3 forms of communication to include email, cell phone, SMS Text Groups and SAT phone services when required. If any issues arise or executive team will swiftly respond and make sure there is a positive resolution for COG.

Invoice Approach

Upon completion of a project, Cotton personnel will walk the facility with an appropriate point of contact in order to ensure all details and requirements of the loss were performed and completed as portrayed in the previously submitted Scope of Work. The final invoice will be submitted for review with an invoice recap page, detailed daily sheets showing individual labor hours and materials required for the project, and copies of all job specific receipts billed for the loss. In the event required, Cotton will submit further documentation to include actual job sign in sheets, Cotton toolbox safety topics and sign in sheets, photos produced for the project and any additional backup that may be requested for review.

Safety Record Approach

Cotton is OSHA compliant and follows all the employer responsibilities under OSHA standards to provide a safe workplace. It is Cotton`s policy to provide all employees with safe and healthy working environments. To achieve this goal, the cooperation of all Cotton employees is required. Projects must be completed in the safest manner possible with the safety of employees, the COG, the public and property being the highest priority. Shortcuts and procedures that compromise safety will not be tolerated. Safety will not be considered “something to work on” when there is time. All supervisory personnel are expected to conduct their projects always in strict compliance with the federal, local and Cotton`s safety regulations.

Supervisors can expect full support from management in enforcing the safety program, and the failure of any Cotton employee to comply with the safety program may be subject to disciplinary action, up to and including termination of employment.

Contractors and Sub-contractors are expected to follow these requirements as a minimum. The Site Safety Officer (SSO) will conduct regular safety inspection and revise specific requirements as necessary.

Site Safety Program Objectives: Cotton Site Safety Program has been established to promote safety and minimize risks associated with all Cotton Operations.

The goal of Cotton Site Safety Program are as follows:

- Incident free and hazard free work environment.
- Substance abuse free workplace.
- Continuous safety training and education to achieve a qualified workforce.
- Achievement of high-level efficiency and quality.

Water Mitigation

Water mitigation begins with the effective mapping of water migration and accurate measurements of water content in floor coverings, walls and ceilings, where affected. Based on these factors, Cotton's Project Coordinator or Project Manager, along with building officials, make the necessary conclusions regarding the practicality of drying areas, as opposed to removing and replacing. Cost concerns and building availability may necessitate the consideration of additional options. For example, the recovery time or costs from a water loss may be reduced by removing and replacing sheetrock rather than drying it out.

Commercial Large-Scale Drying

At Cotton, we have powerful water extraction equipment for large scale drying projects
to mitigate water damage in commercial properties. Specialized drying equipment such as trailer mounted dehumidifiers and desiccants are used for large scale drying projects to accelerate the drying process. When working in a large commercial property, moisture removal and quick drying will help prevent mold growth. We track and record the moisture levels carefully and the progress is monitored until the moisture levels reach the dry standard in the structure, making it safe for the occupants to return to the building and for any necessary repairs to begin.

Repairs & Construction

After successfully drying the structure, Cotton can complete your commercial repairs if needed. Putting back your commercial facilities to its pre-loss state as fast as possible is extremely important to returning to full business operations. If called upon, during the mitigation phase of the project, Cotton will be measuring, ordering, and preparing to repair the structure as soon as it is dry with little to no interruption. If you are filing a claim, Cotton will work with your insurance company to get an agreed scope of work and price for the repairs.

Psychometrics and Equipment Usage

Overview:

Cotton's approach to drying following a water damage is closely based on the standards set by the IICRC- S500-2015- Standard and Reference Guide for Professional Water Damage Restoration. (2015)

Psychrometric and drying standards are important to determine how a building is dried but the complete drying process has to be assessed to determine the best actions to take when drying an area. The following steps are taken to determine how the affected area will be dried.

Category of Water:

- Category 1 - Water originates from a clean water source (fresh water supply line)
- Category 2 - Water has some level of contamination (gray water, sprinkler systems, etc.)
- Category 3 - Water source is contaminated (sewage, ground water run-off, flood)

Class of Water: Cotton assesses the initial amount of water and rate of evaporation based on the quantity and type of materials in the affected space.

This information falls into the following classes: (IICRC S500)

- Class 1 (least amount of water, absorption, and evaporation): Water losses that affect only part of a room or area, or larger areas containing materials that have absorbed minimal moisture. Little or no wet carpet and/or cushion is present.
- Class 2 (large amount of water, absorption, and evaporation): Water losses that affect at least an entire room of carpet and cushion (pad). Water has wicked up walls less than 24 inches.
  There is moisture remaining in structural materials (e.g., plywood, particle board, structural wood, VCT, concrete. substructure soil).
- Class 3 (greatest amount of water, absorption, and evaporation): Water may have come from overhead. Ceilings, walls, insulation, carpet, cushion and subfloor in virtually the entire area are saturated.
- Class 4 (Specialty drying situations): These consist of wet materials with very low permeance/porosity (e.g., hardwood, plaster, brick, concrete, light weight concrete and stone). These types of losses may require longer drying times and special methods.

Dry Standard:
The previous two steps are used to determine what materials will remain in place and to what level the remaining materials will be dried. This standard can be established by:

- Evaluating the moisture content from known dry materials in an undamaged area of the structure.
- Using a dry standard that may have been established by the manufacturer of the materials for your specific geographical region.

Drying Goal:
The information that you collect will assist in establishing a drying goal. A drying goal is a Cotton moisture level that may be the same as the dry standard or within an acceptable proximity of the dry standard.

Principals of Drying:
IICRC has established there are four essential principles that provide successful drying and minimize the possibility of microbial development.

In order, they are:

- Excess Water Removal: Absorbing, draining, pumping and vacuuming all are methods for removing excess water from furnishings and structural materials. Water removal takes place in seconds or minutes, compared to evaporation and dehumidification of comparable quantities of water, which may take hours or days to accomplish.

- Evaporation: Evaporation means changing water from a liquid into a vapor. Rapid air movement from drying equipment increases the rate of moisture evaporation into the air, thereby reducing the surface moisture available to support microbial growth, along with evaporative cooling of structural and contents components, to further inhibit microorganism growth and amplification.

- Dehumidification: Once moisture evaporates from materials, the relative humidity (RH) and specific humidity (SH) of air increases, along with a corresponding increase in vapor pressure. Vapor pressure is the force exerted by substances in a gaseous state. Dehumidification lowers vapor pressure and draws moisture out of materials into the air to expedite drying.

- Temperature Control: Effective temperature control affects the rate of evaporation, the rate of dehumidification and ultimately, the ability of microorganisms to grow.

- Excess Water Removal: Cotton uses the previously mentioned Category, Class and Standard to establish what materials are salvageable to remove any excess water.

- Evaporation: Air moving devices are used to promote evaporation of the remaining water by moving air over the wet surface.

Overview of Offeror's use of psychometrics and equipment

The IICRC-S500 establishes that one air-mover should be placed for every 10-16 feet of linear wall. The outlet of each air-mover should be pointing in the same direction with the air-mover almost touching the wall at a 15 to 45 degree angle. In addition, at least one air- mover should be places in each small closet, bathroom or other inset or offset area.

Dehumidification:
Air movement promotes evaporation therefore making the ambient air becomes more humid. To maintain rapid drying and prevent secondary damage, it is necessary to remove the added moisture from the interior air space.

Effective drying of structural materials requires that air in a structure should be exchanged based on the dehumidifier's ability to remove moisture.
The IICRC S500 sets up drying standards based on Class of Water to determine how fast an affected area can be dried.

Refrigerant Dehumidifiers:
In a smaller space where localized refrigerant dehumidifiers are used, the amount and quantity of dehumidifiers is determined by a specific number of pints per day of moisture content that a dehumidifier can remove. The total volume of air is divided by the amount of water to be removed and an optimal amount per day is established. This amount correlates into determining how many total dehumidifiers a space should have.

Desiccant Dehumidifiers:
In areas where a desiccant dehumidifier is to be used, the same standard applies but a more practical approach is to determine what the optimal relative humidity should be to promote a drying environment. (this may differ in areas based on the contents or structure that remains)
A slower drying process may need to occur if antique furnishings or environmentally sensitive contents are present. (Books, Art, research equipment or experiments)

Optimal Relative Humidity % is established and a determination of how many cubic feet per minute of dehumidification is needed. Faster or slower drying will determine a range from .5 cfm per hour up to 3 cfm per hour. This will assist in determining the size and quantity of dehumidification needed.

Monitoring:
The damaged structure will be monitored daily and continuing throughout the restoration process. Technicians will establish a moisture content or drying goal for affected building materials and content items.

Monitoring procedures include, but are not limited to, temperature and humidity readings, thermal camera readings and images, updating progress reports and checking the moisture content of structural wood and other materials with a moisture meter. Monitoring also includes checking equipment operation, work progress and indoor environmental quality. Psychrometric conditions and Moisture Content measurements will be recorded at daily.

Moisture measurements include temperature and relative humidity inside and outside of affected and unaffected areas, and at dehumidifier outlets. If an optimal drying environment is not present, Cotton will adjust drying procedures and equipment placement, or possibly add or change equipment to increase drying capability. Monitoring will also help determine if additional contents or building materials should be removed to assist with the drying process.

Fire Mitigation

Fire Mitigation Approach: Fire damage can be extremely devastating for a school. In addition to smoke and soot damage, water damages may also occur due to firefighting efforts and the building's fire suppression systems. When a building has been damaged by fire, it is crucial to have a plan in place to provide essential services to minimize down time and mitigate the damages correctly.

Cotton will provide the essential rapid response, completing an initial damage assessment and developing a project plan once the site has been cleared for entry. Safety and security should always be the initial focus. Boarding up the buildings should be immediate priority, following up with the recommended cleaning, odor mitigation and structural drying methods to insure there will not be issues following the mitigation process. Cotton has the experience and resources to secure, stabilize, clean, deodorize, and repair commercial buildings.

A fire at one of the COG properties can create quite a bit of down time, so it's Cotton's goal to eliminate as much down time as possible. There will be daily huddles with the personnel determined by the COG and Cotton at the beginning of the job to ensure job progress each day and give the COG a good idea on how much, if any, downtime is necessary at the property. Additionally, to help eliminate the down time, if the damaged area can safely be contained and cleaned without disturbing the undamaged areas, that will be the #1 goal at the beginning of the job.

Mold Remediation

Cotton is licensed for and performs mold remediation as an in-house service but has also worked with several large environmental contractors on other environmental issues. Cotton anticipates no scheduling or licensing issues with environmental work. The Project Coordinator/Project Manager is responsible for labor and staffing of labor with proper training, PPE and materials. The Project Manager will work with building officials to engage a Certified Industrial Hygienist to produce a remediation protocol as to determine the correct cleaning methods while following State regulations and any safety concerns involving employees, civilians and the environment. Cotton maintains and trains all mold remediation technicians in house and has multiple employees, which hold a Mold Contractor License.

Mold Remediation:

Microbial Growth:
Signs of potential microbial growth in a building can be concerning and should be addressed before additional damages occur. Mold growth occurs due to an elevated moisture condition, either from a water leak or a humidity issue. Locating the source and repairing or correcting should always be the first step prior to removal or cleaning of any suspect growth. Before you can do any mold removal and remediation in your building, you first must fix the water/humidity issue. Once the source of the water/moisture is fixed you can begin the mold remediation project, which Cotton will assist in this process.

Proper Mold Removal

Not Removing mold properly in your schools can lead to a much larger issue for both your building and the students the students/faculty's health. Here is a general guide of the mold removal process that you can expect on your property:

Mold Testing:
Before any work begins, you need to get the suspected area tested by an industrial hygienist. The IH will provide you with a written protocol which will act as the step by step procedure (protocol) to follow for the mold remediation.

Cotton is a Certified Mold Remediation Company for multiple states and staffs several personnel which maintain Mold Remediation Contractor licenses. Cotton does not perform Mold assessments. By state laws, a company that performs the remediation work cannot perform the assessment due to a conflict of interest. Through multiple professional industry relationships, Cotton can recommend several Certified Industrial Hygienists or environmental professionals to perform an assessment.

Mold Removal:
Every mold removal process can be a little different, but this is a general guideline of what needs to happen on every mold damage project. This can consist of but is not limited the of removal of affected material, wet cleaning of affected material using an anti-microbial product, and HEPA Vacuuming affected material.

Containment Barrier:
The area where the mold is located, needs to be correctly enclosed from the remaining parts of the structure to prevent cross contamination to unaffected areas of the facility. All vents and exposed areas must be closed and contained.

Air Quality Control:
We set up air filtration devices to "scrub" the air to assist in removing the mold spores that get airborne, setting up negative air pressure in the room making sure the clean air is pushed outside of the containment area.

Building Material Removal:
Removing the affected building material, if cleaning and encapsulating is not a plausible solution. (drywall, baseboard, etc.).

Anti-Microbial Cleaning:
We hand clean the entire affected area with an anti-microbial solution. All SOS sheets for anti-microbial products used will be provided to COG prior to use for approval.

HEPA Vacuuming:
We use HEPA vacuums to final clean the entire affected area.

Clearance Testing:
Once all the mold is removed and the area is clean, the industrial hygienist will come back out and complete the air quality test for clearance. The goal here is to have the mold spore count at or below the mold spore count outdoors of the affected property. Once this happens, the structure is safe to re-enter and habitable.

6.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of an Agreement.

Depending on the size of the loss, the earliest start date would be 48 hours after the contract has been fully executed

6.2.3 Proposer will describe the types of reports or other written documents proposer will provide (if any) and the frequency of reporting, if more frequent than required in the RFP. Proposer will include samples of reports and documents, if appropriate.

Cotton utilizes a variety of standard documents for all projects that are specifically designed to fit the unique nature of each job in addition to other records and reports discussed later.

A summary of some of the standard documents used are listed below.

Scope of Work - The project requirements will be set in place by a Cotton generated Scope of Work, which will take into account the facility's urgency requests and areas of concern. It will provide a step-by-step process, which Cotton expects to follow from a procedural point of view, as well as a projected timeline and budgetary figure for the current project.

Safety Assessments and Meeting Logs - Cotton's daily operations revolve around an emphasized culture of safety. Job Hazard Analysis report, site safety plans and daily "toolbox" safety meetings are among some of the safety procedures and associated documents used to ensure a safe working environment for all personnel involved in a restoration and recovery operation.

Project Manager Report (PMR) - Cotton will provide daily reports in the form of a Project Managers Report (PMR). The PMR will provide daily updates on completion of tasks, moisture surveys in the event of water damage, percentage of project completion through building diagrams, and total number of personnel, materials and equipment being utilized and/or stored for use within the facility.

Certificate of Completion - Upon completion of a project, Cotton personnel will walk the facility with the University point of contact to ensure all details and requirements of the project were performed and completed as portrayed in the previously submitted Scope of Work. A signed Certificate of Completion may be requested by Cotton upon satisfaction of work completed.

Invoices - The final invoice will be submitted for review with an invoice recap page and associated backup documentation, as required per the project. For longer term and/or complex projects, progressive billing may be necessary and will be determined by Cotton and COG.

Please view attached sample of reports and documents.

6.3 General Requirements

6.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with COG, including their specific experiences with similar service projects, and number of years of employment with proposer.

COG Dedicated Account Manager:

Joseph Deboest
Project Coordinator
24/7: 877-511-2962 / M: 281-507-5585
E: joseph.deboest@cottonteam.com
W:cottongds.com

For COG benefit, Cotton always emphasizes the importance to COG and any client to have a backup 24-hour number to reach their Contractor in the rare event the primary contact is unavailable to answer their phone or is out of service range. A live Cotton representative is available 24/7/365 at Cotton's headquarters to receive client inquiries or emergency notifications and request for service. The toll free hotline is (877) 511-2962.

Please view attached Bios.

6.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with COG and how proposer plans to manage these difficulties. Proposer will describe the assistance it will require from COG.

Continuously expanding project goals and deliverables beyond the originally agreed-upon scope is a common source of project delays. This sometimes occurs as a result of shifting client needs or specifications, which causes delays as teams find it difficult to fulfill these new requests.

As well as events beyond the project team's control, such as weather conditions, regulatory changes, or supplier delays, can disrupt schedules.

6.3.3 Proposer will describe its approach in providing staffing continuity to customer.

The Project Directors (Coordinators/Managers) are assigned based on their experience, expertise, and geographic location as well as other relative to specific COG needs. The Project Coordinator is responsible for the overall communication and success of a project. The Project Manager is responsible for the day-to-day requirements of each loss and will be in command of all work taking place on site. In the event a change of scope is required, the Project Manager will notify all necessary parties prior to any modification to the agreed upon scope and once approved the project will continue. Additionally, the Project Manager is responsible for all daily paperwork, which is used to capture labor hours and materials utilized for the job.

To keep all appropriate personnel apprised of current progress, a Project Manager Report (PMR) will be completed daily and submitted to the appropriate Point of Contact. Once completed with the project, Cotton's Project Coordinator will provide a detailed invoice with all essential back up and submit this information through the appropriate channel for payment.

Cotton's recommendation organizational structure and ratio management is to have 1 Cotton Project Coordinator and 1 Cotton Project Manager per project. Further recommendations include the use of 1 Cotton Supervisor per 10 laborers, which is an accepted industry standard for normal losses.

Site Safety officer is responsible for ensuring the safety of all workers, property, and pedestrians from start to finish. Has full authority to pause production if a safety infraction occurs or requirement is not being followed. Communicated directly to the Project Manager.

Material Procurement officer assist the Project manager with material procurement, selection sign offs and establishing accelerated lead times with vendors and suppliers.

6.3.4 Proposer will describe its ability to communicate its vision and capacity for establishing a relationship that addresses current and future needs and trends in the industry.

Constant communication with client is also at the cornerstone with every client to stay ahead of any changes that may occur to help minimize any major disruptions to budget. Portfolio assessments have been available from Cotton's staff members as well as strategic partners. Cotton Commercial USA, Inc. has scheduled meetings with the relevant staff for the completed project, and they have gathered comprehensive information and documentation on the required procedures. Cotton is mindful that the city's portfolio changes, so will its future requirements. With our resources and capabilities, we can adjust as necessary to maintain the COG as a top priority.

6.4.5 Proposer will describe any additional costs that may be associated with service work and the invoicing of such.

Please see attached Cotton 2024 T&M Rate Sheet. Cotton utilizes a Time and Materials Method of recording billable items and calculating our invoice. Our employees sign in and out before and after each shift. All time, materials, travel, and equipment usage are tracked with crew sheets that are filled out and reviewed daily, then reviewed again at the end of the project. These log sheets are available to COG during and after the completion of the project, upon request. All reimbursements are tracked through receipts, which are provided as the backup of our invoice. The Project Manager, Project Coordinator and Field Accountant review every project before COG receives the final booklet and invoice. For Construction Cotton uses Xactimate software for unit cost pricing.

It is also standard practice that pictures and/or video be taken as documentation for FEMA and insurance purposes. Pending the size and situation of the project, Cotton will work hand in hand with COG to produce invoicing which is suitable per the requirements of the project at hand. Cotton can set up billing procedures on a weekly, bi-monthly, or monthly basis and will adjust accordingly as dictated by the project and COG. Cotton will work with COG accounting and procurement teams to assure accurate billing within their system.

Cotton works to uphold all FEMA requirements and has worked multiple projects under the associated requests pertaining to claims and projects requiring this standard. In addition, Cotton routinely works with Risk Mangers, Insurance Brokers and Insurance Adjusters. Cotton will keep all parties to the claim well informed of the progress and status of the claim. Cotton is keenly aware of both FEMA and Insurance Processes, Reports, Invoicing Procedures, and back up paperwork needed to perform and document each project.

Cotton will partner with Disaster Recovery Services, LLC.as a FEMA consultant to support documentation and FEMA compliance through customized disaster preparedness planning, real-time disaster response coordination, and post-loss insurance and FEMA recovery guidance to help your organization successfully navigate each phase of the recovery process. Cotton has a long-term partnership and strong relationship with Disaster Recovery Services, LLC with a successful FEMA project related history.

Cotton has no hidden costs or fees. Time and Material prices are adjusted once per year and remain consistent throughout the year even during periods of high risk such as Hurricane Season and in areas where devastation may be widespread. There is no “CAT upcharge” pricing.

6.4 Quality Assurance

Professional will describe its quality assurance program, its quality requirements, and how they are measured.

Please view attached Cotton Commercial USA, Inc. Quality Assurance Plan.

6.5 Service Support

Proposer will describe its service support philosophy, how the philosophy is implemented, and how proposer measures its success in maintaining this philosophy.

At Cotton Commercial USA, Inc. we are proud of our reputation, earned in the servicing of clients throughout the United States and overseas, for providing safe, efficient and customized disaster recovery solutions for all types of incidents, large and small. We focus on customer service that exceeds insurance requirements and client expectations, delivering exceptional value.

6.6 Additional Services

6.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that proposer would propose to provide to COG. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

Cotton Commercial USA, Inc. is your one source for total recovery. Through a variety of services offered by our in-house divisions that include Disaster Restoration, Construction, Roofing, Logistics, Culinary and Consulting, Cotton can provide turnkey and innovative solutions for the most complex projects and evolving scenarios.

Please see attached additional services information.

6.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by COG from doing business with proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

Cotton Additional Services

Cotton can assist displaced students and staff with temporary facilities and emergency food services. In addition, when non-catastrophic roof damage occurs, Cotton has the capability to provide new roofing or updating an existing roof for COG properties.

Cotton Culinary
A division of Cotton Logistics will provide complete emergency food services including hot breakfasts, hot or to-go style lunches, and hot dinners with full salad bar, along with integrated food and facilities management services.

The Cotton Emergency Food Services team will comply with all hygiene, health, and sanitation requirements regarding kitchen workers, food preparation service and cleaning of facilities, equipment, utensils, and dinnerware. All personnel involved in preparing or serving food will have a medical clearance and a food handler's (safe-serve) certificate.

In addition, when working on a restoration or reconstruction project. Cotton can provide Cotton employees food service which eliminates off site travel and reduces time off the job leading to more productivity.

(Emergency Food Services: https://cottonculinary.com/services/emergency-food-services)

Emergency Response Mobile Support Facilities
Cotton Logistics specializes in providing fully functioning facilities and resources to support disaster relief, a property restoration projects, development sites or other temporary operations. When critical infrastructure is compromised due to a natural or man-made disaster or lodging is unavailable, Cotton deploys necessary facilities that are portable, code-compliant and can be rapidly mobilized
Disaster Recovery Housing Mobile Units & Temporary Portable Trailers

- Skid and wheel-mounted units
- Engineered fabric structures
- Mobile Crew Camp
- Shower, restroom, and laundry trailers
- Hand washing stations
- Mobile kitchen units
- Temporary power
- Potable water
- Communications
- Waste management

(Temporary Support Services:
https://www.cottonlogistics.com/solutions/deployable-support-facilities/)

Cotton Roofing
Is a full-service commercial roofing contractor specializing in emergency roof services and commercial building storm damage and is certified and approved in the application of a variety of commercial roofing systems and including modified bitumen, silicone and acrylic coatings, metal, TPO commercial roofing and more. Whether it's a failing roof system or the result of a fire, severe weather event or disaster, it is vital that the integrity of a roof structure be restored as quickly as possible to minimize the risk of further property damage.

When faced with a commercial roof repair, property owners require the speed, experience, and reliability of Cotton Roofing - the premier commercial roofing contractor. Skilled, experienced, and backed by our global resources, our team can assess the project and provide commercial or industrial roof repairs, temporary roofing solutions, or new roof installation in a timely manner.

(Cotton Roofing: https://cottongds.com/commercial-roofing)

THE COTTON COMPANIES

GLOBAL DISASTER SOLUTIONS

A leading global provider of emergency & non-emergency commercial restoration, disaster recovery, construction and cleaning solutions since 1996.

- Water Damage Mitigation
- Fire Damage Restoration
- 24/7 Disaster Response
- Construction

COTTON ROOFING

Full-service commercial roofing contractor specializing in capital improvement, new construction, restoration, permanent repairs and emergency services.

- Roof Analysis
- Maintenance Services
- Temporary Roofing
- Repairs & Installations

LOGISTICS

Worldwide operational & infrastructure support such as workforce housing, temporary facilities and other support resources associated with a catastrophic event or large-scale project.

- Temporary Facilities
- Workforce Housing
- Mobile Crew Camps
- Support Services

ENVIRONMENTAL SUPPORT SERVICES

Provider of environmental emergency response solutions including oil & hazardous material spills, environmental impacts, uncontrolled release containment and more.

- Spill Cleanup
- Asbestos Abatement
- Tank Cleaning
- Waste Disposal

ACQUIRED COMPANIES

Cotton partners with disaster recovery and environmental service companies that deliver high-quality services and exceptional value to their clients.

This allows us to pool our shared resources, increase our global footprint and provide emergency care more efficiently and effectively.

CULINARY

The Art of Catering

Top-rated culinary solutions such as grab-and-go merchandisers, event catering, food courts and cafeterias for anything from a black tie banquet to disaster relief food services.

- Emergency Food Services
- Remote Site Catering
- Industrial Catering
- Corporate Catering

STELLAR COMMERCIAL ROOFING

A COTTON COMPANY

A full-service commercial roofing company based in Houston, TX specializing in emergency roof services & building storm damage with certifications in a variety of roofing systems.

- Roof Analysis
- Temporary Roofing
- New Roof Installation
- Maintenance & Service Programs

FULL CIRCLE Restoration

A COTTON COMPANY

Single-source provider, from beginning to end, of disaster response & recovery services for the businesses of Atlanta, GA since 1997, with a speciality in insurance-claim facilitation.

- Restoration
- Environmental
- General Construction
- Disaster Recovery

ACT Advance Catastrophe Technologies

A COTTON COMPANY

A national restoration partner, founded in Wichita, KS in 2001, with a network of 300+ certified First Responders and one of the largest inventories of drying equipment in the nation.

- Water Damage Mitigation
- Fire Damage Restoration
- Disinfection & Sanitation
- Disaster Response

TARGET SOLUTIONS

A COTTON COMPANY

A full-service restoration and roofing company serving the state of Texas and beyond with over 400 years of combined construction, restoration, and roofing experience.

- Restoration
- Roofing
- Environmental
- Reconstruction

24 RESTORE

A COTTON COMPANY

A full-service damage restoration company with over 800 years of combined industry experience, specializing in repairing commercial and residential properties across New England.

- Disaster Restoration
- Environmental
- Reconstruction
- CapEx Projects

GLOBAL FOOTPRINT

24/7 Contact // Phone (877) 900 8030 **// Website** CottonCompanies.com



CORPORATE OFFICES

COTTON HOLDINGS WORLD HEADQUARTERS
840 West Sam Houston Pkwy N, 2nd Floor
Houston, TX 77024

COTTON GDS OPERATIONS HEADQUARTERS
840 West Sam Houston Pkwy N, 5th Floor
Houston, TX 77024

COTTON LCE OPERATIONS HEADQUARTERS
5443 Katy Hockley Cut Off Rd
Katy, TX 77493

U.S. FIELD OFFICES

ATLANTA FIELD OFFICE
800 Atlanta South Parkway, Suite 200
Atlanta, GA 30349

AUSTIN FIELD OFFICE
8219 Burleson Road
Austin, TX 78744

COLLEGE STATION FIELD OFFICE
6623 Elmo Weedon Road
College Station, TX 77845

DALLAS FIELD OFFICE
8400 John Carpenter Freeway,
Dallas, TX 75247

FORT LAUDERDALE FIELD OFFICE
5370 NW 35th Terrace
Ft. Lauderdale, FL 33309

FORT MYERS FIELD OFFICE
14241 W Jetport Loop, Unit 4
Fort Myers, FL 33913

HOUSTON FIELD OFFICE
3010 Claymoore Park Dr
Houston, TX 77043

COTTON MEDICAL OFFICE
8311 Knight Rd
Houston, TX 77054

MYRTLE BEACH FIELD OFFICE
2939 Highway 65, Bldg #2
Conway, SC 29526

CHARLOTTE FIELD OFFICE
3201 International Airport Dr, Suite 600
Charlotte, NC 28208

NASHVILLE FIELD OFFICE
5162 Hickory Hollow Parkway
Antioch, TN 37013

PANAMA CITY BEACH FIELD OFFICE
11935 Panama City Beach Parkway
Panama City Beach, FL 32407

SOUTHWEST LOUISIANA FIELD OFFICE
3010 Country Club Road
Lake Charles, LA 70605

NEW ORLEANS FIELD OFFICE
125 Mallard, Suite A
St. Rose, LA 70087

INTERNATIONAL OFFICES

CABO SAN LUCAS, MEXICO FIELD OFFICE
Boulevard Paseo de la Marina
39 Local J
Col: El Medano
Cabo San Lucas, BCS, Mexico
CP: 23450

PUERTO RICO FIELD OFFICE
Calle E Lote 17-A
Los Frailes Industrial Park,
Guaynabo, PR 00969

PORTFOLIO COMPANIES

STELLAR COMMERCIAL ROOFING HEADQUARTERS
6758 Northwinds Dr
Houston, TX 77041

FULL CIRCLE RESTORATION HEADQUARTERS
4325 River Green Pkwy
Duluth, GA 30096

ADVANCE CATASTROPHE TECHNOLOGIES HEADQUARTERS
4070 N Hoover Rd
Wichita, KS 67205

TARGET SOLUTIONS HEADQUARTERS
6900 N State Hwy 6
Waco, TX 76712

24 RESTORE HEADQUARTERS
10 Church St.
Easton, MA 02375



COTTON
GLOBAL DISASTER SOLUTIONS

COTTON QUALITY ASSURANCE PLAN

OBJECTIVE

Cotton Quality Assurance Plan is an integrated and comprehensive system developed to enable Cotton to maintain the highest level of quality and its commitment to delivering quality services and optimized solutions that meet customers' unique requirements. Cotton is a full-service general contractor with over 28 years of experience in the commercial construction landscape, focusing on structural repairs, reconstruction, board-up and roof tarp services, commercial demolitions, capital investment, and roofing. All Standard Operating Procedures (SOPs) and Quality Assurance Plans will be reviewed annually to achieve optimal service while complying with national, state, or local municipality authorities.

The Quality Assurance team will adhere to the following practices:

1. Meet annually to review the company's divisional management plans based on regulatory authority mandates.
2. Determine proper and successful verification procedures to implement these policies.
3. Make recommendations to the individual operations about changes in procedures, policy, training, and other activities to ensure proper quality management systems implementation.
4. Determine quality management systems performance benchmarks for construction services.
5. Perform audits of individual projects.
6. Develop appropriate and job-specific training for all employees to implement the quality management systems.
7. Amend the Quality Assurance Management plan when:
    a. New services are being provided
    b. Construction services are removed from or added to the operation.
    c. Equipment changes.
    d. There are significant changes in customers, suppliers, equipment, and materials.
    e. Significant personnel changes occur.
8. Document changes will be appropriately stored.
9. Provide operations team copies of the quality management systems changes relevant to their location.
10. Keep current with changes in building codes, regulatory requirements, and advancements in construction science. This includes improvements within Quality Assurance advancements and changes in environmental policy, which are consistently reviewed throughout the year by the Quality Assurance Team.



TRAINING

Cotton has an extensive Learning and Development Department committed to continuous education of all Cotton Employees. This program provided educational tools to go beyond the minimum regulatory training. In addition to Cotton's onboarding training, all employees will complete the required training set specific to their job titles. Steps to successfully training new employees:

1. New Employees go through orientation to understand Cotton's Expectations;
2. New Employee renews or completes any required safety training;
3. All new Employees will be trained by an experienced Cotton Project Manager using training material from the Learning and Development Department.

DOCUMENTS & RECORD KEEPING

Cotton Quality Assurance teams will keep all records and documents for a minimum of one year; some projects will require documents to be stored electronically for a longer period of time. Our team records and documents include permits, bids, contracts, Project Manager Reports, Certificate of Insurance, Change orders, and the Certificate of Completion. In addition, the Learning and Development Department will manage documentation of employee training, trade certificates, or any other trade licensing. In addition to our employee information record-keeping, the Quality Assurance team will verify supplier and vendor trade licensing for overall compliance. Cotton's Quality Assurance team will complete the necessary application and training programs if any specific licensing is required for that regulatory authority's jurisdiction.

PURCHASING AND OPERATIONS

The Project Coordinator, Project Managers, or Divisional Directors will manage all material purchasing. Purchases will be based on the scope of work and will only be purchased from approved suppliers.
Suppliers will be reviewed to ensure licensing and adhere to good manufacturing practices. The Project Coordinator, Project Managers, or Divisional Directors will oversee site preparation. Employees operating equipment will be certified or have the necessary training to operate the equipment.

Additional operational needs, such as plumbing, electrical, etc., will be provided by reputable, approved, and licensed sources. Cotton verifies the compliance of each trade to the local jurisdictions.



AUDITS AND CORRECTIVE ACTIONS

In addition to local and state government inspections, the Cotton Quality Assurance team will conduct internal audits throughout the project's timeline. These audits are thorough inspections of the scope of work, quality of work, compliance with regulations, cleanliness, etc. Each project is subject to getting an unannounced audit to assure the quality of the craftsmanship. A corrective action plan will be developed and completed promptly if any issues are found during the audit. While we cannot guarantee the elimination of re-inspections from government entities, we can certainly minimize these occurrences by holding our team to the highest standard through this audit system. This system is constantly evolving as we recognize trends in any areas of weakness. This system also provides data to train and re-train our team as needed.

KEY COMPONENTS OF THE PROJECT

PRE-CONSTRUCTION MEETINGS

The Project Manager and designee conduct pre-Construction Meetings after reviewing all applicable plans, specifications, shop drawings, and related submittals. At the Pre-Construction Meeting, the Project Manager and Supervisors (involved in this phase of construction) coordinate with Subcontractors, Suppliers, and Safety personnel to introduce their schedule and work order for accomplishing the work.

SELECTION SHEETS - DOCUMENTATION

SELECTION SHEETS

The Project Manager will review, certify, and manage all selection sheets. Copies of the manufacturer's data (material, equipment, etc.), including catalog cut sheets showing dimensions, performance characteristics, capacities, wiring diagrams, schedules, operation and maintenance manuals, and any other relevant information, are reviewed by the Project Manager. The Project Manager is an authorized submittal reviewer. One (1) copy of the submittal remains with Cotton, and the client retains one (1) copy.

FILING OF SELECTION SHEETS

Selection Sheets (material, design, data, samples, drawings, etc.) are filed electronically with the project file. Color and mock-up samples are maintained in a secure place at the job site to compare the finished product when available. When a color or mock-up sample is not approved, it is labeled "Rejected" and removed from the job site (if requested). The record is maintained, and a photograph of the approved item with a copy is submitted to Cotton and the client.



PROJECT MANAGER GUIDELINES FOR PREPARING AND REVIEWING SELECTION SHEETS:

1. Be familiar with the selection sheet procedures.
2. Review all the information attached to the selection sheet.
3. Ensure that all the pages associated with the enclosures are attached to the selection sheet.
4. Thoroughly review the applicable design documents.
5. Ensure the attachments are legible.
6. Direct all questions about details to the Project Coordinator.
7. Submit a detailed written report about the selection sheet review promptly to the Project Coordinator.
8. Ensure that the samples are received and the materials received comply with the selection sheet.
9. Notify the Project Coordinator if the material is installed without a selection sheet, then request a selection sheet.
10. Maintain and file selection sheets, so they are readily retrievable

Initial Punchout List

An initial Punch List is developed because of initial walkthroughs and is continuously updated and maintained throughout the project. The Punch list is consistently updated and submitted to the Project Manager for corrective action. Corrections are accomplished within the time stated. The Project Manager performs Follow-up Walkthrough to ensure the deficiencies have been corrected before notifying Cotton Management and the client of a Pre-Final Inspection.

Pre-Final Walkthrough

Towards the end of the project, the Project Manager and Client Representative conduct a Pre-Final Walkthrough and develop a joint Punch List of noted deficiencies. The Punch List is formally documented, and the estimated date by which the deficiencies have been corrected before requesting a Final Walkthrough by the client.

TRACKING DEFICIENCIES

AUDITS

The Cotton Quality Assurance team will conduct unannounced audits throughout the project. These internal audits will focus on key elements of the project – scope of work, quality of work, compliance with regulations, and cleanliness. The purpose of these

inspections is to ensure projects are completed at Cotton high standards and meet any regulatory authority requirements. All audits are stored in an internal database.

CORRECTIVE ACTIONS

A corrective action plan will be developed if a deficiency is found either through walkthroughs by Operation Managers or Quality Assurance Audits. The Corrective Action plan may be a simple one-step or require multiple steps with assistance from multiple departments or suppliers. The Project Manager will manage the corrective action plans and document any details. If minor non-conforming items are corrected on the same day, the Project Manager will document the corrective action in the Project Manager's Report (PMR). If non-conforming items have multiple steps, the Project Manager will document these changes by the Open Item Log. Depending on deviations, follow-up audits conducted by the Quality Assurance team may be required to confirm the quality of the project.

FOLLOW UP AUDITS

Follow-up audits are performed on a need basis to ensure that any non-conformities found during previous audits have been corrected. If items are still not up to standards, additional audits will be conducted until all items meet Cotton Standards.

Final Walkthrough

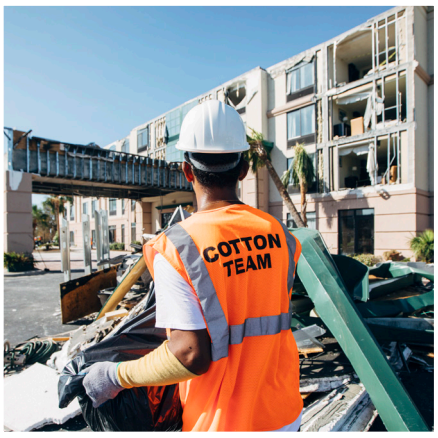
Upon completion of all items listed in Audits, Punch Lists and the overall project is complete, the Project Manager and the client will conduct a Final Walkthrough. The Final Walkthrough will ensure that all items listed in any previous walkthroughs have been corrected and completed any remaining work. If any issues or concerns are found, they will be corrected promptly before signing the Certificate of Completion.

Certificate of Completion

At the end of the final walkthrough, authorized client representation and Cotton's Project Manager will sign the Certificate of Completion. This document states that all the work performed under the terms of the contract and the scope of work have been completed to the client's satisfaction. The final invoice will be submitted after the certificate of completion has been signed by both parties and agreed upon. The signing of the Certificate of Completion triggers the start of any warranty associated with the work Cotton conducted.

COMPLETE BUSINESS CONTINUITY

Our around-the-clock response provides the expert management, skilled manpower, cutting-edge technology, and innovative capabilities required to handle all aspects of a catastrophic event, man-made or natural.



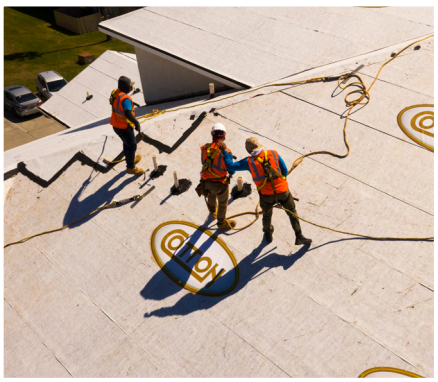
RESTORATION

- 24-Hour Emergency Service
- Rapid Response and Mobilization
- Water Damage Restoration
- Fire Damage Restoration
- Catastrophe Management
- Structure Cleaning
- Deodorizing
- Dehumidification
- Desiccant/Refrigerant Drying
- Anti-Microbial Product Application
- Cleaning and Decontamination of Hvac Systems
- Wet Document and Vital Records Recovery and Restoration, Including Freeze Drying Services
- Removal and Disposal of Wet Materials
- Daily Monitoring and Recording of Moisture Levels
- Content Cleaning, Manipulation, and Inventory
- Emergency Power
- Electronics and Data Recovery



CONSTRUCTION

- General Construction
- Emergency Board-Up
- Interior Build-Out
- Exterior Building Envelope
- Selective Demolition and Heavy Demolition
- Capital Improvement
- ADA Compliance
- Code Compliance
- Structural Repairs
- Interior Finish Out
- Mechanical, Electrical, and Plumbing
- Identifying and Repairing Hidden Damage
- Expedited Construction Schedules
- Working with Insurance Adjusters to Develop Scope and Estimate
- Temporary Shoring
- Repositions



ROOFING

- New Roof Installation
- Roofing System Replacement
- Disaster Assessment
- Temporary Roofs
- Repairs and Maintenance
- Leak Investigation
- Warranty and Annual Inspections
- Damage Assessment (Wind Uplift and Hail Assessment)

Installation and Warranty of Most Major Roof Systems Including:

- TPO
- EPDM
- Spray Polyurethane Foam
- Coating
- Built Up
- Modified Bitumen
- Metal
- Architectural and 3-Tab

COTTON GLOBAL DISASTER SOLUTIONS

COTTON ROOFING

COTTON LOGISTICS

COTTON CULINARY *The Art of Catering*

ONEEDGE TEMPORARY WORKFORCE HOUSING

24/7 SUPPORT **PHONE** (877) 900 8030 **WEBSITE** cottoncompanies.com



ENVIRONMENTAL RESPONSE

- Mold Remediation
- Asbestos Abatement
- Lead Remediation
- Oil Spill Response and Cleanup
- Forensic Cleanup
- Chemical Spill Response and Cleanup
- Highway/Transportation Spills
- Confined Space Entry/Cleaning
- Oil Water Separator/Sump Cleaning
- Laboratory Clean-Up



LOGISTICAL SUPPORT

Workforce Housing

- Modular and Fabric Structures
- Design and Installation
- Crew Quarters
- Kitchens and Dining
- Recreation
- Office and Classroom

Construction

- Land Acquisition
- Engineering and Surveying
- Land Clearing and Excavation
- Parking and Lay Down Yards
- Site Design
- Permitting
- Infrastructure
- Utilities
- Pad Site
- Landscaping
- Perimeter Control

Temporary Facilities

- Shower and Restroom Trailers
- Mobile Kitchen Units
- Mobile Laundry Units
- Mobile Command Centers
- Wastewater Treatment Plants
- Potable Water Supply

Camp Management

- Guest Relations
- Housekeeping
- Laundry
- Security
- Maintenance
- Culinary Services



CULINARY

- Remote Site Catering
- Emergency Food Services
- Corporate Catering
- Onelodge Food Services
- Business Dining



CONSULTING

- Disaster Plan Integration / Review
- Site Improvement Assessments
- Training, Drills, and Tabletop Exercises
- Management, Oversight, and Direction of Clients and/or Vendors
- Clerk Services, Estimating, and Loss Evaluation



INTERNATIONAL

- Liaison Officer to Corporate Headquarters
- Liaison Officer to Forward Location
- Project Management Team to Forward Location

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Cotton Commercial USA, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

840 W. Sam Houston Parkway N., 2nd Floor

6 City, state, and ZIP code

Houston, Texas 77024

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

2	0	–	2	7	0	2	8	1	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 01-08-2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Document Ref: 2WKKA-CXUHU-WDQ2X-3EXCP

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

x **Appendix A must be included in the submittal.**

x **Appendix B – G all forms must be complete and included in the submittal.**

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- ☒ Appendix B – Conflict of Interest
- ☒ Appendix C – House Bill 13, 19, 89 Verification
- ☒ Appendix D – Property Tax Statement
- ☒ Appendix E – Nepotism Statement
- ☒ Appendix F – Non-Collusion Statement
- ☒ Appendix G – Certification Regarding Debarment

All Proposals delivered to the City of Galveston shall include this page with the submittal.			
RFP Number:	**25-05**		
Project Title:	**Moisture Control Remediation Services**		
Submittal Deadline:	**Refer to Key Event Schedule**		
Proposer Information:			
Proposer's Legal Name:	Cotton Commercial USA, Inc		
Address:	840 W Sam Houston Pkwy N #225		
City, State & Zip	Houston, TX 77024		
Federal Employers Identification Number #	20-2702810		
Phone Number:	877-511-2962	**Fax Number:**	n/a
E-Mail Address:	jamess@cottonteam.com		

Proposer Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into an agreement on behalf of the Proposer.

Printed Name and Position of Authorized Representative: James Scaife- President

Signature of Authorized Representative: _____

Signed this 6 (day) of January (month), 2025 (year)

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ** N/A
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1. Name of person who has a business relationship with local governmental entity.

N/A

2. ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐Yes ☐No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐Yes ☐No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐Yes ☐No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

_____ 1/6/2025
Signature of person doing business with the governmental entity Date

Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

Appendix C - House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of $100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of $100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2271.001, 2271.002, 808.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

I, James Scaife (Person name), the undersigned representative of (Company or

Business Name) Cotton Commercial USA, Inc (hereinafter referred to as Company)
being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

1/6/2025

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

Appendix D – Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

X I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

_____

_____

James Scaife- Cotton Commercial USA, Inc

Proposer's Printed or Typed Name

Proposer's Signature

1/6/2025

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The bidder or proposer or any officer, if the bidder or proposer is other than an individual, shall state whether bidder or proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the proposer or bidder is an individual:

X I am not related by blood or marriage to any official or employee of the City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the bidder or proposer is **NOT** an individual:

X The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

PROPOSER Cotton Commercial USA, Inc

ADDRESS 840 W Sam Houston Pkwy N #225 Houston, TX 77024

PHONE 877-511-2962

FAX n/a

PROPOSER (SIGNATURE)



PROPOSER (PRINTED NAME) James Scaife

POSITION WITH COMPANY President

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL

COMPANY OFFICIAL (PRINTED NAME) James Scaife

OFFICIAL POSITION President

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

Appendix G – Document 00435

The City of Galveston, Texas

PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

James Scaife

(Printed or typed Name of Signatory)

(Signature)

1/6/2025

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Galveston to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold the City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution, or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution: PNC Bank

Financial Institute Address: 2200 Post Oak Blvd Houston TX 77056

Routing Number: 071921891

Account Number: 4949697893

SWIFT Code: (if applicable) _____

Executed agreement must include a confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: Cotton Commercial USA, Inc

Authorized Signature: _____

Printed Name: James Scaife Title: President

Contact Phone Number: 877-511-2962 Date: 1/6/2025

ACH Remittance Email: AR@Cottonteam.com

FOR CITY USE ONLY:

Verified by: _____ Date Verified: _____

RETURN THIS FORM ONLY UPON AWARD.

APPENDIX I – FEDERAL CLAUSES

The following, federally mandated, clauses require acknowledgement of the offeror and are considered part of the contract between the City of Galveston and the awarded vendor. Any offeror that does not acknowledge the clauses below shall be considered non-responsive and will not be considered for award.

1. **NO GOVERMENTAL OBLIGATION TO THIRD PARTIES:** The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:** Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

3. **ACCESS TO RECORDS AND REPORTS:** The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

4. **EQUAL EMPLOYMENT OPPORTUNITY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other

contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

5. **AFFIRMATIVE SOCIOECONOMIC STEPS**

   If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

6. **GOVERNMENT-WIDE SUSPENSION AND DEBARMENT:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt.3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

8. **LOBBYING:**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms by signing this contract the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

9. **CLEAN AIR 42 U.S.C. § 7401 et seq.:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

   Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. **CLEAN WATER REQUIREMENTS 33 U.S.C. 1251 et seq.:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

11. **PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C 6962:**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

12. **DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS:** By signing this contract, the contractor agrees it shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
13. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

14. **FEDERAL CHANGES:** Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Owner and Federal, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.3

15. **BUY AMERICA REQUIREMENTS:** Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in Federal-funded projects are produced in the United States, unless a waiver has been granted by FEMA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15-passenger vans and 15- passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

    A proposer or offeror must submit to the Owner the appropriate Buy America certification with all bids or offers on FEMA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. Offeror, by signing this document, certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5. The City may require additional certification forms with an executed agreement.

16. **DOMESTIC PREFERENCES FOR PROCUREMENTS**
    As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods,

products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products

17. COMPLIANCE WITH DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT:

Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The [*City of Galveston*] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [*City of Galveston*] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or

under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [*City of Galveston*] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the

Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility – (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

I, James Scaife (printed name), the undersigned, do hereby acknowledge, and agree to comply, with the above statements for the entire length of any agreement with the City of Galveston, Texas.

Signature of Authorized Company Representative	1/6/2025 Date

THIS DOCUMENT MUST BE SIGNED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 8 OF THIS PROPOSAL.

City of Galveston

Purchasing Division

purchasing@galvestontx.gov | 409.797.3579 | www.galvestontx.gov

3/10/2025

Blackmon Mooring of Houston, LLC.
15011 Kipp Way
Houston, TX, 77099
chooper@bmsmanagement.com

RE: Moisture Control Remediation

Dear Sir/Madam:

The City of Galveston is pleased to inform you that your company has been selected to receive a contract for the above item. No contract is awarded until such time as approved by the City Council of the City of Galveston. Staff anticipates the City of Galveston Council to approve the award on 3/27/2025. This is a multi vendor award contract and payment will be made by a purchase order issued by the City of Galveston. The City appreciates the time and effort given to your solicitation.

The State of Texas adopted a required form through House Bill 1295. It is called the Disclosure of Interested Parties – Form 1295. It is required for all of our vendors with contracts of at least $1,000,000.00 or that have gone before and been approved by Galveston's City Council. Please visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm to fill out the required document. You will need to print, sign, as an unsworn declaration, before filing with the City.

Your contract number from the City of Galveston is COG-CON-25-347; you will need this number when filling out the form online. Please include the following documents with your signed and notarized contract: completed Form 1295, and Certificate of Insurance, naming the City of Galveston as the additional insured. Return all originals to the address above, or you may scan a color copy of the documents listed above to purchasing@galvestontx.gov, no later than 5 business days. Please contact us if you have any questions.

Sincerely,

Michael Caruso – CTCD
Purchasing Manager
Finance Department - Purchasing

AGREEMENT FOR SERVICES

MOISTURE CONTROL REMEDIATION SERVICES

This Agreement (the "Agreement") is made and entered into this 27th day of March, 2025, by and between the City of Galveston ("COG"), a Texas home-rule municipality, and **Blackmon Mooring of Houston, LLC.** ("Company") located at **10511 Kipp Way, #400, Houston, TX, 77099.** By entering into this Agreement, Company agrees that COG is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain services in connection with its **"moisture control remediation services"**, within the City of Galveston ("COG") and **Blackmon Mooring of Houston, LLC.** ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and **Exhibit 1, Exhibit 2, Exhibit 3, and Exhibit 4,** identified as the proposal from the Company for the scope of services, and those document(s), attached and incorporated for all purposes for the following Project:

RFP 25-05

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **TERM:** Agreement shall be effective upon execution by the COG for three (3) years, unless sooner terminated under the terms set forth herein.

This Agreement shall automatically renew for two (2) successive one-year periods under the existing terms and conditions, unless either party gives the other party written notice of non-renewal at least 30 days prior to such renewal date. The Option to Extend will not be considered if funding is unavailable or if the company's past performance is not within the industry standard or acceptable to the COG. The total term of the contract cannot exceed 5 years.

2. **SCOPE OF SERVICES**: Company will provide the services ("Work") to the COG in connection with the Project, more specifically described in **Exhibit 1** (and any applicable exhibits attached herein), attached and fully incorporated for all intents and purposes.

3. **COMPENSATION**: COG shall compensate Company for the Work at the agreed upon amount identified in **Exhibit 2.** Company will furnish an invoice to the COG detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at **10511 Kipp Way, #400, Houston, TX, 77099.** COG shall not be responsible for any payment to Company for any additional services or expenses not specifically included in **Exhibit 1 and Exhibit 2**, except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

4. **SCHEDULE AND DELIVERABLES**: The COG and its agencies will cooperate with Company to facilitate the performance of the work described in the agreement. Company will perform the Work in accordance with the schedules/timetables described in detail in the attached **Exhibit 1 and Exhibit 2**.

In the event that one or more of the members of the Company cannot perform because of ill health, physical disability or other reasons beyond his/her control, Company shall use its best efforts to furnish a substitute of similar stature for such member of the Company whom COG agrees to accept. COG does not have to accept any substitutes provided by the Company, but, may contract a substitute of their own.

5. **CHANGES:** The COG may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the COG and Company, shall be

incorporated in written amendments to this Agreement. No changes in the terms of this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.

6. **STANDARD OF CARE**: The standard of care for all services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

7. **PERMITS:** The Company warrants and represents that it has obtained any and all permits, approvals, and licenses and necessary for moisture control remediation services. All permits associated with the project shall be the sole responsibility of Company.

8. **INDEPENDENT CONTRACTORS**: The parties are independent contractors as to each other. Nothing in this Agreement shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

It is the intent of the parties to this agreement that the Company as an independent contractor will control the manner and means of its performance(s). The COG will control the scheduling of the performance(s). The exclusive nature of this agreement is limited to the duration of the performance and it is expected that the performer will enter into other similar agreements with other customers.

9. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

10. **INSURANCE REQUIREMENTS**: Company shall provide all required COG certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name COG as an additional insured and shall provide that the policy requires the insurance carrier to notify COG a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

a. Commercial general liability insurance, naming the COG as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
   $2,000,000 general liability (includes products and personal, etc.)
   $1,000,000 fire damage
   $1,000,000 automobile damage
   $500,000 workers compensation employers' liability
   Statutory limits for workers compensation
   Insurance coverage shall be on an "**occurrence basis**"

11. **APPROPRIATIONS**: The obligations of COG to make payment under this Agreement are expressly subject to appropriations by the COG of funds that are lawfully available to be applied to such purpose.

12. **FORCE MAJEURE**: In the event that the performance of any of the covenants of this agreement shall be prevented by an act of God, pandemic, the acts and regulations of public authorities, or labor disputes, acts of the public enemy, acts of superior governmental authority,

or other circumstances, or cause beyond their or its reasonable control, COG and Company shall be respectively relieved of their obligations hereunder with respect to the performance(s) so prevented. In the above-mentioned event, Company grants COG the right to reschedule the performance(s) under the same terms and conditions of this Agreement.

13. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold COG of Galveston harmless, including COG's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of COG. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless COG and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**

14. **COPYRIGHT**: The Company specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Company indemnifies COG for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the performance(s).

15. **TAXES** - Company will pay when due all taxes or assessments applicable to Company. Company will comply with the provisions of all Applicable Laws related to taxes and taxing authority.

16. **ASSIGNMENT:** Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

17**. NO WAIVER**: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Agreement.

18. **SEVERABILITY CLAUSE**: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

19. **ATTORNEY'S FEES**: In the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

20. **APPLICABLE LAW, VENUE, AND JURISDICTION:** This Agreement shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Agreement, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Agreement or the Work.

21. **NOTICES -** All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Agreement. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to COG shall be sent to:

City Attorney
City of Galveston
P. O. Box 779
823 Rosenberg, Suite 203
Galveston, Texas 77553

Blackmon Mooring of Houston, LLC.
10511 Kipp Way.,
Suite 400
Houston TX, 77099

22. **Dispute Resolution** - Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.

Nothing herein shall hinder, prevent, or be construed as a waiver of COG's right to seek redress on any disputed matter in a court of competent jurisdiction.

Nothing herein shall waive or be construed as a waiver of the COG's sovereign immunity.

Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Company, in whole or in part. COG and Company agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended.

Except in the case of a breach of contract or termination for cause, in the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

23. **TERMINATION:** This Agreement may be terminated prior to completion of the Work by either party upon 10 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, COG shall thereupon have the right to terminate this Agreement by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, COG shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination. Notwithstanding the above, Company shall not be relieved of liability to COG for damages sustained by COG by virtue of any breach of the Agreement by Company or its subordinates and COG may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due COG from Company is determined.

24. **BINDING EFFECT** - This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

25. **CYBERSECURITY PLAN -** The Vendor shall establish, implement, and maintain a Cybersecurity Plan. This plan shall describe the processes and procedures that will be followed to ensure the appropriate security of IT resources that are developed, processed, or used under this contract. The Vendor Cybersecurity Plan shall comply with applicable laws.

26. **EXHIBITS -** All Exhibits attached hereto are incorporated herein by reference for all purposes as part of this Agreement. To the extent of any conflict, this Agreement will control.

Exhibit 1 – Scope of Work
Exhibit 2 – Compensation
Exhibit 3 – Questionnaire Responses
Exhibit 4 – Appendix A – Proposal Document
Appendix B – Conflict of Interest Form Executed
Appendix C – House Bill 89, 13, 19 Verification Form Executed
Appendix D – Property Tax Statement Executed
Appendix E – Nepotism Statement Executed

Appendix F – Non-Collusion Statement Executed
Appendix G – Document 00435 Debarment
Appendix I – Federal Clauses Executed

27. **ENTIRE AGREEMENT**: This Agreement supersedes all prior agreements, written or oral, between Company and COG and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS	**BLACKMON MOORING OF HOUSTON, LLC.**
By: _____	By: _____
City Manager	
ATTEST:	
_____	
City Secretary	
APPROVED AS TO FORM	
_____	
City Attorney	

SECTION 3

Scope of Work

3.1 Project Title: Moisture Control Remediation Services

3.2 Special Conditions

Bonding may be requirement if/when contract is activated, in accordance with State and Federal guidelines.

This solicitation contains federally mandated clauses that must be completed and will be considered part of the contract.

3.3 Brand Manufacture Reference

COG has determined that any manufacturer's brand defined in the Scope of Services meets the COG's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality COG desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. COG reserves the right to determine products and support of equal value, and whether other brands or models meet the COG's product and support needs.

3.4 Scope of Work – Requirements

Introduction
The City of Galveston is seeking sealed proposals for a three (3) year contract with two, one (1) year automatic renewals, for restoration services to include a moisture control management plan and a document recovery management plan that entails the preservation and recovery of documents.

Scope of Services
The City of Galveston wishes to enter into an agreement with a company focused on restoration services after a water damage event. The scope of services will include a moisture control plan as well as a document recovery management plan. The Request for Proposal's purpose is to attempt to save and restore buildings and documents.

The restoration services will involve (but will not be limited to) the following:

- Structural Drying
- Temporary Climate Control
- Temporary Power
- Temporary Repairs
- Water Extraction
- Hazardous Material Remediation
- Document Recovery
- Debris Removal (inside the damaged building)
- Content Removal (inside the damaged building)
- Mold Abatement
- Blood borne pathogen remediation

The following is a current list of City owned facilities to be covered by this RFP:

- City Hall – 823 Rosenberg 26,000 square feet
- Central Fire Station -27,720 square feet
- Fire Station #2 - 428 Church 3,300 square feet
- Fire Station #4 – 8700 Cessna 14,938 square feet
- Fire Station #7 - 3006 Buccaneer 5,300 square feet
- Fire Station #8 - 21710 S. Shelby 4,500 square feet
- Airport Terminal – 2115 Terminal Dr. 12,000 square feet
- Airport Maintenance Barn- 8410 Airport Blvd
- Airport Control Tower – 8701 Cessna
- Airport Hangar 70 - 8700 Cessna Drive
- Airport Hangar Office 70A – 8700 A Cessna Drive
- Airport Hangar 71 – 8716 Cessna Drive
- Airport Hangar 73 is 8718 Cessna Drive
- Wright Cuney Recreation Center - 718 41st 20,000 square feet
- McGuire Dent Recreation Center – 2800 Seawall 25,000 square feet
- Garage – 502 – 32nd Street 19,400 square feet
- 30th Street E, L&W Station/ City Marshal – 719 – 30th Street 9,500 square feet
- New 30TH Street Pump Station - 3002 Church St.
- Island Transit – 3115 Market 16,000 square feet
- Convention Center – 5600 Seawall 250,000 square feet
- Public Works Admin and Warehouse—3015 Market St 30,063 square feet
- Police Dive - 5001 Ave Q ½
- Police Property Room - 418 32nd 3,750 square feet
- Traffic Building – 225 28th 4,968 square feet
- Sanitation Building - 5627 Harborside Dr.
- Island Transit Trolley Barn 214 28th Street 7,200 square feet
- Old MUD#1 Facility and Garage-3,000 square feet
- Lasker Pool 3,940 square feet
- Airport Pump Station
- Airport Wastewater Treatment Plant
- Pirates Beach Wastewater Treatment Plant
- Terramar Wastewater Treatment Plant
- Main Wastewater Treatment Plant
- Garten Verein
- 59th Street Pump Station
- Grants & Housing/Auditors (Content removal and Document recovery)

This list is not an all-inclusive list of properties that will be covered by this contract as facilities may be added or deleted from inventory in the future. City may also require services at smaller office buildings or leased locations under certain circumstances.

Your submittal to include operational outline, response time, listing of available equipment and manpower

Proposal Response Requirements

The following information shall be included in the proposal response:

1. Pricing – to include a list of all required labor, materials, and equipment. Does pricing conform to FEMA post disaster limits and guidelines?
2. Services Provided – to include operational outline, response time, listing of available equipment and manpower.
3. References – preferably containing government agencies or school districts.
4. Sample Contract.
5. Pertinent Personnel.

SECTION 4

PRICING PROPOSAL

Proposal of: Blackmon Mooring of Houston, LLC
(Proposer Company Name)

To: City of Galveston

Ref.: Moisture Control Remediation Services

RFP No#: 25-05

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the "Services" required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

4.1 Pricing Proposal for Services Offered

4.1.1 See COG pricing proposal attachment included on the City of Galveston webpage (Ref. 4.6 Pricing Proposal). It must be filled out completely and returned with this pricing proposal, in exact formatting.

4.1.2 Vendor must submit an additional cost schedule. Cost schedule must contain an all-inclusive list of required labor, materials, equipment. List must be itemized, and include product/labor description and unit cost. Ensure pricing conforms to FEMA post disaster limits and guidelines.

4.2 Added Value

4.2.1 Describe any proposed benefits to COG from proposer, not otherwise set forth herein, which would be an added value to COG.

4.3 COG's Payment Terms

COG's standard payment terms for services are "Net 30 days."

4.4 Price Increases Upon Extension

Any contract resulting from this RFP shall be effective for three (3) years upon execution by the City of Galveston. Proposed pricing referenced in 4.6 Pricing Proposal shall be firm for three (3) years.

It is agreed that City will have the option to extend the contract for up to two (2) additional years in one-year intervals. Upon option to extend, if approved by the COG, the Bidder shall modify the rates charged by the Bidder to reflect any changes shown in the comparative statement delivered to COG. The maximum increase allowed under this provision shall be four percent (4%) per year. COG will not accept, or agree, to any escalation clause higher than four percent (4%) per year. If an escalation clause of greater than the maximum allowed by COG, as stated previously, is inserted in the blanks below, COG will consider that the amount of escalation is 0%. COG shall have authority, in its reasonable discretion, to determine the validity of any change in Bidder's rates. COG

cannot exercise the Option to Extend with any price increases unless the Bidder completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by COG's Fiscal Year which begins in October and ends the following September. (example: FY 2022 October 1, 2021 – September 30, 2022).

Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

FIRST ADDITIONAL YEAR (FY 2029) ESCALATION …….…….. 4 %

SECOND ADDITIONAL YEAR (FY 2030) ESCALATION…..…..... 4 %

4.5 Cooperative Governmental Purchasing Notice

Other governmental entities maintaining inter-local agreements with COG, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful proposer. All purchases by governmental entities, other than COG, will be billed directly to and paid by that governmental entity. COG will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, COG will notify the successful proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with COG.

[ ] Yes, Others can purchase **(●) No, Only the COG can purchase.**

Preferred Time and Materials Rate Schedule 2024

I. Labor

A. Labor Rates

These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat, secured through a labor service or subcontractor. Rates stated below are per person per hour.

CLASSIFICATION	HOURLY RATE
General Cleaning Labor	$ 49.00
Management Fee	4.00
Bio - Hazard Supervisor	135.00
Bio - Hazard Technician	115.00
Carpenter/ Framer	96.00
Clerical	50.00
General Restoration Supervisor	80.00
Dehumidification Supervisor/ Tech	80.00
Document Recovery Tech	82.00
Document Specialist	77.00
Drywall Installer/ Finisher	90.00
Equipment Operator	88.00
Flooring Installer	84.00
Generator Technician	95.00
Healthcare Supervisor	110.00
Healthcare Technician	88.00
Remediation Supervisor / Technician	87.00
Resource Coordinator	76.00
Project Accountant	78.00
Electronics Restoration Supervisor / Technician	69.00
Industrial Corrosion Control Supervisor / Technician	66.00
Skilled / Construction Trades Not Listed	Xactimate Rate per Geographical Location
Truck Driver	70.00
Assistant Project Manager	92.00
Painter	80.00
Project Manager	122.00
Project Director	150.00
Project Estimator	105.00
Health and Safety Officer	104.00
Project Consultant	170.00
Project Coordinator	150.00
Mold Remediation Labor	61.00
Restoration Tech	66.00
Roofer	115.00
Technical Consultants / Engineers	Cost + 30%

B. Other Labor Provisions

1. These rates and provisions are predicated upon BMS Cat standard wage rates and overtime compensation practices. To the extent the work under a particular contract is subject to Federal and State minimum wage or hour laws or collective bargaining agreements which modify BMS Cat standard rates and practices, adjustments shall be made to the hourly rates and other labor provisions stated above.

2. Standard Hours - All labor rates stated above are for the first 40 hours worked in a workweek, beginning on Monday and ending on Sunday, exclusive of BMS Cat holidays. In the event of a community-wide disaster, overtime will be billed at the rates scheduled above, as it is incurred, regardless of the number of hours worked on a particular job.

3. Non-Standard Hours - The rates for labor performed by all classifications in a work week over 40 hours, will be 1.5 times the rates scheduled in Section I.A above. Rates for labor performed on BMS Cat recognized holidays will be 2.0 times the rates scheduled in Section I.A. above. Recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day. In the event BMS Cat is required to pay double time for any work performed, pursuant to state or federal law or the terms of any collective bargaining agreement, the rates for such labor hours shall be 2.0 times the rates scheduled in Section I.A. above.

4. The Management Fee above applies when BMS Cat supervises the customer's employees, rather than hiring General Cleaning Laborers. The payroll, taxes and benefits are the responsibility of the customer.

5. Remediation Supervisor / Technician labor classification will be charged when personnel are using half-face or full-face respirators.

6. During the course of performance of work, BMS Cat may add additional labor classifications to the schedule above at rates to be determined by BMS Cat.

7. Premium Wages - When working in and around high cost of living areas including, but not limited to California, Washington, New York, New Jersey, Hawaii, Washington DC, Chicago, Boston, Philadelphia and Internationally, a multiplier of 1.25 will be applied to all listed labor rates in order to account for increased costs. The premium is the minimum and is subject to change. Any modifications to the multiplier will be submitted and become part of this agreement.

8. Standby Time - When circumstances beyond BMS CAT's control require personnel to standby on the job site, a minimum charge of 8 hours per person per day will be billed in addition to reimbursable expenses related to the standby.

9. Travel time for personnel shall be billed to the contract at the rates in Section I.A and I.B.2 above.

10. In the event that federal/state prevailing wages and/or collective bargaining rates exist, BMS Cat may charge the cost of labor plus an additional 30% at BMS Cat's discretion.

II. Equipment Rental

A. Equipment Rental Rates

The following rates apply to equipment utilized in the performance of the work (whether supplied from BMS Cat inventory or specifically purchased by BMS Cat or supplied by a subcontractor).

CLASSIFICATION	RATE
Air Compressor, < 10 gal	$ 42.00
Air Compressor - Large	90.00
Air Mover / Carpet Dryer	33.00
Axial Fan	39.00
Blasting Unit - Soda	800.00
Cable Tails - #2 - Male or Female	23.00
Cable Tails - 4/0 - Male or Female	14.00

CLASSIFICATION	RATE
Cable Ramps	21.00
Cable - Camlock Tees	10.00
Cable - Spiderbox - 6/4 50 amp - 50 ft	44.00
Cable - Spiderbox - 6/4 50 amp - 100 ft	64.00
Cable - 2/5 Pin and Sleeve Cable - 50 ft	70.00
Cable - 4/0 Camlock Cable - 50 ft	30.00
Cable - 4/0 Camlock Cable - 100 ft	48.00
Cable - Banded Wire - 50 ft	50.00
Carpet Cleaning Machine - Hot Water Extraction - Portable	250.00
Carpet Cleaning Machine - Hot Water Extraction - Truck Mounted Unit	525.00
Cart - Debris Cart	38.00
Cart - Flat Cart	31.00
Dehumidification Unit - LGR - Large (70-109 ppd)	130.00
Dehumidification Unit - LGR- XL (110-159 ppd)	168.00
Dehumidification Unit - LGR - XXL (>160 ppd)	200.00
Dolly - Drywall	35.00
Edge Guard, linear foot	5.25
EDP - Tool Set	24.00
EDP - Instrument Drying Oven	180.00
EDP - High Pressure Sprayer	60.00
Electrical Distribution Panel - 200 amp Cam/ 50 amp Splitter	202.00
Electrical Distribution Panel - 400 amp Cam/ 100 amp 208V Splitter	285.00
Electrical Distribution Panel - 400 amp Cam/ 100 amp 480V Splitter	285.00
Electrical Distribution Panel - 600 amp Multi	300.00
Electrical Distribution Panel - 1200 amp Multi	400.00
Electrical Distribution Panel - Spider Box with GFCI	90.00
Electrical Distribution Panel - 400 amp Disconnect	285.00
Electrical Distribution Panel - 480V to 120V (12 x 20amp circuits)	250.00
Electrical Distribution Panel - 480V to 240V/110V - 200 amp with Transformer	340.00
Electrical Distribution- 208V to120V(per main box 6 stringers w/quads + 1000 ft cable)	750.00
Electrical Distribution Panel - 3 Gang Box/3 - 20 amp 120V GFCI	28.00
Extraction Unit - Flood Pumper - Portable	182.00
Extraction Unit - LRU	550.00
Fall Protection	30.00
Fans - Industrial	95.00
Flanders Filter 24" x 24"	28.00
Flanders Filter 24" x 48"	55.00
Foamer	100.00
Fogger - Spray Mist	44.00
Fogger - Thermo-Gen	115.00
Furnace - Portable	72.00
Fuel Tank - Single Wall - 275 Gallon	125.00
Fuel Tank - Single Wall - 500 Gallon	300.00
Fuel Tank - Single Wall - 1000 Gallon	500.00
Fuel Tank - Single Wall - 2300 Gallon	625.00
Generator - Less than 10 kW	168.00
Generator - 20 KW	410.00
Generator - 36 KW	600.00
Generator - 60 KW	625.00
Generator - 80 KW	700.00
Generator - 100 KW	900.00
Generator - 150 KW	1,050.00

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Initials

CLASSIFICATION	RATE
Generator - 180 KW	1,100.00
Generator - 200 KW	1,200.00
Generator - 230 KW	1,200.00
Generator - 250 KW	1,300.00
Generator - 300 KW	2,000.00
Generator - 350 KW	2,200.00
Generator - 400 KW	2,700.00
Generator - 500 KW	3,000.00
Generator Cable - Per Linear foot	1.50
HEPA Air Filtration Unit - 2000 CFM	162.00
HEPA Air Filtration Unit - up to 1000 CFM	110.00
HVAC - Air Tool Kit	28.00
HVAC - Cutting / Spray Kit	28.00
HVAC - Duct Auger	120.00
HVAC - Duct Sweeper	80.00
HVAC - Video Tool	225.00
Hydroxyl Generator Boss	225.00
Hydroxyl Generator Boss XL3	250.00
Hygrothermograph - Recording	24.00
Injectidry Unit	150.00
Laser Particle Counter	225.00
Lights - Balloon Lights	135.00
Lights - Quartz Demolition	23.00
Lights - Light Tower	180.00
Lights - Wobble Lights	48.00
Micromanometer - Recording	100.00
Mobile Command Center	650.00
Moisture Meter - Penetrating or Non-Penetrating	26.00
Moisture - Thermal Camera	155.00
Negative Air Machine	200.00
Ozone Generator - Model 330	126.00
Ozone Generator - Model 630	173.00
Ozone Generator - Model OG-EA	25.00
Pallet Jack	70.00
Pump - Trash - Gas 2"	150.00
Pump - Sump	52.00
Quad Box Cable - 12/5 Extension Cable - 50 ft	22.00
Quad Box Cable - 12/5 Extension Cable - 100 ft	30.00
Quad Box Feeder Panel - 100 amp	150.00
Quad Box Feeder Panel - 200 amp	180.00
Quad Box String - 10 ft with GFI	22.00
Quad Box String - 20 ft with GFI	26.00
Quad Box String - 30 ft with GFI	32.00
Quad Box String - 50 ft with GFI	36.00
Radio - Personnel Communication	20.00
Respirator - Full Face	25.00
Respirator - Half Face	14.00
Safety Cones	5.00
Saw - Cut Off	78.00
Saw - Kett	45.00

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Initials

CLASSIFICATION	RATE
Scaffolding - Baker (Per Section)	41.00
Sprayer - Commercial Airless	180.00
Sprayer - Electrostatic	165.00
Spot Cooler- 1 ton	230.00
Spot Cooler- 2 ton	350.00
Thermohygrometer	24.00
Trailer - Flatbed, Cargo, Reefer	227.00
Trailer - Flat Deck	195.00
Truck - Box (inclusive of mileage)	255.00
Ultrasonic Decontamination Vat	80.00
Vacuum - Commercial Canister	35.00
Vacuum - EDP Anti-Static	95.00
Vacuum - HEPA	110.00
Vacuum - Upright	25.00
Van - Cargo / Passenger	165.00
Vehicle - Passenger/Pickup	135.00
Vehicle - 3/4 ton Pickup	200.00
Vehicle - 1 ton Pickup/ Flatbed	210.00
Vehicle - 1 1/4 ton Pickup / Flatbed	225.00
Wall Aerator Set	50.00
Washer - High Pressure	136.00
Washer - High Pressure - Hot	185.00
Zip wall Magnetic Door Kit	10.00
Zip Poles - Each	11.00
X-Ray Cleaning System	450.00

B. Other Equipment Rental Rate Provisions

1. The daily rental rate shall be charged for each calendar day or portion thereof during which the equipment is used to perform work, regardless of the number of shifts on which the equipment is used during the day.

2. During the course of performance of the work, BMS Cat may add additional equipment to the schedule above at rates to be determined by BMS Cat.

3. Equipment utilized in the performance of the work not listed in II.A. or added as provided in II.B.2. shall be BMS Cat's cost thereof plus a mark-up of 10% and 10% (21%).

4. Scheduled Rates do not include fuel, DEF, or fuel delivery, which will be charged at presented invoice plus a mark-up of 10% and 10% (21%).

5. 20 KW Generators and above, Generator Cables and distribution are subject to a 3 day minimum rental. In the event of an areawide event, the minimum rental is 1 week. Rates do not include freight, delivery, set up, maintenance, fuel Surcharges or environmental fees, which will be billed in accordance with Section VII. B. Other Charges.

C. Small Tools

Items such as shovels, ladders, extension cords, small hand tools, etc., which are not included in the Schedules above, will be compensated to BMS Cat by an application of a small tool charge in the amount of three percent (3%) of total labor billings. Any items purchased specifically for the job, will be charged per the "Other Charges" section listed in the Rate Schedule.

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Initials

III. Material Rates

A. Material Rates

CLASSIFICATION	RATE	uom
Absorbent Pad	$ 11.50	/ each
Adhesive Remover	18.00	/ can
Alcohol - Isopropyl	58.00	/ gallon
Antigel	17.00	/ quart
Anti-Microbial Sealer	142.00	/ gallon
Applicators - 6" Cotton	25.00	/ m
Biocides/Disinfectants	78.00	/ gallon
Bioesque Degreaser	59.00	/ gallon
Blades - Kett Saw (Carbide)	85.00	/ each
Blades - Kett Saw	17.50	/ each
Bleach	11.60	/ gallon
Boots - Rubber	55.00	/ pair
Box - Book	4.95	/ each
Box - Dish	7.50	/ each
Box - Freeze Dry	4.75	/ each
Brush, Grout	5.50	/ each
Brush, Scrub, Long Handle.	14.00	/ each
Brush, Wire	8.75	/ each
Carpet Deodorizer	44.00	/ gallon
Carpet Mask 36" x 250'	125.00	/ roll
Cartridge - Respirator	24.50	/ each
Coil Cleaner	70.00	/ gallon
Cotton Cleaning Cloths	7.95	/ lb
Deodorizing Gel Block	14.30	/ lb
Deodorizing Liquid	86.00	/ gallon
Degreaser - Heavy Duty	44.00	/ gallon
Desudser	69.00	/ gallon
Duct Sealant / Encapsulant	95.00	/ gallon
Dry Solvent Stain Remover	148.00	/ gallon
EDP - Corrosion Control Lubricant #1	110.00	/ gallon
EDP - Corrosion Control Lubricant #2	110.00	/ gallon
Emulsifier - Powder	15.00	/ lb
Emulsifier - Liquid	52.00	/ gallon
Filter - Carbon	49.75	/ each
Filter - Dehumidification	19.00	/ each
Filter - HEPA for Air Filtration Unit	330.00	/ each
Filter - HEPA for Vacuum	525.00	/ each
Filter - Primary	5.00	/ each
Filter - Secondary 24 x 24 x 2	15.00	/ each
Filter - Secondary 15 x 18 x 2	16.00	/ each
Floor Dry	30.00	/ bag
Floor Protection - Ram Board	132.00	/ roll
Furniture Blocks	91.00	/ box
Furniture Pads	120.00	/ box
Furniture Polish	15.50	/ can
Glass Cleaner	21.00	/ gallon
Glass Cleaner	11.50	/ can

CLASSIFICATION	RATE	uom
Gloves - Cotton	4.15	/ pair
Gloves - Kevlar (Cut Resistant)	24.00	/ pair
Gloves - Latex	4.00	/ pair
Gloves - Leather	12.00	/ pair
Gloves - Mechanics	18.50	/ pair
Gloves - Nimble Finger (N-Dex)	1.25	/ pair
Goggles	9.50	/ each
Grid Clips	6.50	/ each
Hand Cleaning Wipes	50.00	/ tub
HEPA Vac Bonnets	20.00	/ each
Ice	6.25	/ bag
Inventory Tags	80.00	/ box
Lemon Oil	70.00	/ gallon
Mask - N95	84.00	/ 20/box
Mask - Particulate	40.00	/ 50/box
Mats - Sticky, Walk-off	120.00	/ case
Metal Flashing	60.00	/ roll
Mop Heads	16.00	/ each
Odor Counteractant	140.00	/ gallon
Odormatic	77.00	/ gallon
Painters Plastic .75 mil	60.00	/ roll
Paper - Corrugated	170.00	/ roll
Paper - Craft	75.00	/ roll
Pigmented Sealer	65.00	/ gallon
Polishing Pads	62.00	/ box of 20
Polyester Filter Material	195.00	/ roll
Polyethylene Bags - 3-6 mil	137.00	/ roll
Poly. Sheeting (20'x100' roll)(4 mil)	160.00	/ roll
Poly. Sheeting (20'x100' roll)(6 mil)	192.00	/ roll
Poly. Sheeting (20'x100' roll)(4 mil)-fire ret.	205.00	/ roll
Poly. Sheeting (20'x100' roll)(6 mil)-fire ret.	285.00	/ roll
Poly. Sheeting (20'x100' roll)(6 mil) Reinforced	300.00	/ roll
Poly. Sheeting (20'x100' roll)(6 mil) Reinforced - fire ret.	425.00	/ roll
Pump - Barrel Syphon	33.00	/ each
Rags - Terry Towels	7.00	/ lb
Restoration Sponge	3.80	/ each
Roof Felt - 15 lb.	45.00	/ roll
Roof Felt - 30 lb.	47.00	/ roll
Roofing Cement, Black Tar	27.00	/ gallon
Safety Glasses	8.00	/ each
Service Kit - Generator up to 99 KW	495.00	/ each
Service Kit - Generator 100 to 199 KW	895.00	/ each
Service Kit - Generator 200 to 299 KW	1,295.00	/ each
Service Kit - Generator 300 to 399 KW	1,695.00	/ each
Shrink Wrap	62.00	/ roll
Shockwave	85.00	/ gallon
Sleeves - Cut Resistant	29.00	/ pair
Soot Encapsulant - Clear	92.00	/ gallon
Spray Adhesive	13.50	/ can
Spray Bottle with Trigger	5.50	/ each
Stainless Steel Polish	16.00	/ can

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Initials

CLASSIFICATION	RATE	uom
Suit - Tyvek	18.00	/ each
Tape - Boxing	8.00	/ roll
Tape- Builder Board	27.00	/ roll
Tape - Duct	14.50	/ roll
Tape - Blue Remediation	16.00	/ roll
Tape - Painters	16.60	/ roll
Tape - Barricade	33.00	/ roll
Tape - HVAC, Aluminum	42.00	/ roll
Tape - Layflat	65.00	/ roll
Tape - Poly	15.00	/ roll
Tarp Material	0.47	/ sq. ft.
ThermoFog spray	150.00	/ gallon
Trash Bags - Disposable	45.00	/ roll
Tubing - Lay Flat	325.00	/ roll
Tubing - Lay Flat	1.40	/ LF
Vacuum Bags	9.35	/ each
Water - Bottle	12.75	/ 24 pack
Wrap - Bubble	100.00	/ roll
Zippers - containment	19.25	/ each

B. Other Material Rate Provisions

1. The foregoing prices shall be applied to all materials on the schedules above which are utilized in the performance of the work, whether shipped to the site from BMS Cat Inventory, shipped directly to the site from BMS Cat's sources or purchased locally by BMS Cat from either an affiliated or non-affiliated entity.
2. During the course of performance of the work, BMS Cat may add additional materials to the schedule above at rates to be determined by BMS Cat.
3. Materials utilized in the performance of the work not listed in III.A. or added as provided in III.B.2. shall be BMS Cat's cost thereof plus a mark-up of 10% and 10% (21%).

IV. Document Remediation

Specific freeze drying costs will be determined per job, based on the factors relevant to each job and pricing will fall in the range of $44.00 - $84.00 per cubic foot.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Degree of Char / Soot Residue
- Mold / Mildew Infestation
- Quantity
- Smoke Odor
- Deodorization Requirements
- Contamination Factors - Debris, Sewage, Silt and / or Hazardous Materials

The above rates represent the charges for freeze drying only. Labor, equipment, materials, transportation and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in this Rate Schedule.

V. Dehumidification, Stabilization and Conditioned Air

Specific costs for Dehumidification, Stabilization and Conditioned Air services. will be determined per job, based on the factors relevant to each job and pricing will fall in the ranges indicated below.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Height of Buildings, Ceilings and Affected Space
- Length of Job and / or Time Constraints
- Other Contamination Factors
- Local Weather Conditions
- Other pertinent conditions or situations as they may apply

These and other factors can cause the cost to provide such services to vary widely. The standard practice is to extend pricing on a firm unit price basis when there are no extenuating circumstances. Under normal conditions, pricing will generally fall in the following ranges depending on the above referenced factors.

Normal Range:

Dehumidification - $2.00 to $3.50 per square foot during a 10 to 20 day timeframe
Stabilization - $0.40 to $0.70 per square foot per week
Conditioned Air - $0.40 to $0.70 per square foot per week

The above rates represent the charges for dehumidification, stabilization and conditioned air and for their related dehumidification services for the area specified in the contract, work authorization or scope of work. Transportation, generators and peripherals, electrical power, propane, fuel and other costs incurred in connection with dehumidification, stabilization and conditioned air services will be billed in accordance with the schedules and provisions contained in this Rate Schedule.

VI. Area Wide Catastrophic Events

Community wide events to include hurricanes, tornadoes and regional flooding.

BMS Cat shall reserve the right to charge a catastrophe surcharge not to exceed six percent (6%) of the total amount invoiced excluding vendor or subcontractor totals for all projects as part of any area wide catastrophe. The fee will cover freight, warehousing and delivery charges.

VII. Reimbursables

A. Travel, Lodging and Per Diem

BMS Cat shall be compensated for costs incurred for travel, lodging and per diem for BMS Cat employees, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat or hired through a labor service or subcontractor assigned to the work on the basis of BMS Cat's cost for such charges plus a 10% and 10% (21%) mark-up on such costs. Per Diem rates will be billed to the customer using the Meals and Incidental expense rates established by the United States General Services Administration for the location and effective dates of travel, plus a 10% and 10% (21%) mark-up.

B. Other Services, Freight / Transportation and Other Charges

The costs incurred by BMS Cat for all services such as Industrial Hygienist, Rental Equipment, Water, Fuel, Dumpsters, Freight, Parking, Tolls, Transportation of materials, supplies or equipment to and from the site of work or a BMS Cat temporary local warehouse and other services / charges which are not identified in sections I through V above, but are utilized in the performance of the contract shall be billed at BMS Cat's cost plus a 10% and 10% (21%) mark-up on such costs.

C. Taxes and Permits

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes and any applicable federal, states or local approvals, consent, permits, licenses and orders incidental to performance of the work. BMS Cat shall be compensated for all costs incurred which are described above on the basis of BMS Cat's actual cost incurred for such items.

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Initials

4.6 Pricing Proposal- This form must be completed and submitted in excel format. Faliure to do so will result in your submittal being deemed non responsive.

Item NO.	Equipment	Daily Price	Weekly Price Per Each
1	Extraction Unit (Carpet Cleaning)	250	
2	Respirator Protection (PAPR/SCBA)	$25	
2	Filter, Secondary HEPA Diffusers	$16	
3	HEPA Filtration Unit / Air Scrubber - Large	$162	
4	HEPA Filtration Unit / Air Scrubber - Small	$110	
5	HVAC Negative Air Machine	$200	
6	Hydroxyl Deodorization Machine	$250	
7	Drying Equipment Description Unit Daily		
8	Air Mover / Axial Fan	$33	
9	Air Blower, Industrial High CFM	$90	
10	Refrigerant Dehumidifier - LGR	$130	
11	Desiccant DH Unit - 750cfm	$550	
12	Desiccant DH Unit - 4500-6000cfm	$1,845	
13	Desiccant DH Unit - 9000-10000cfm	$2,600	
14	Desiccant DH Unit - 12000cfm	$3,500	
15	Desiccant DH Unit - 15000cfm	$4,200	

16	Manometer, Recording Differential Pressure	$100	
17	Moisture Survey - IR Camera	$155	
18	Moisture Survey - Moisture Meter	$26	
20	DX Unit 1-2 ton - Portable	$350	
For equipment not listed that is rented for the project by the vendor, the rate invoiced to the Customer will be the rate charged to plus:			
	%	Overhead: 10%	Profit: 10%
(7) billable days equals (1) week - (30) billable days equals (1) month. Consumables associated with specified equipment will be billed separately (i.e. filters, fuel, etc.).			
Unscheduled Purchased Equipment- If special equipment not listed above is purchased for the project, the daily rental rate percentage mark up			**10%**
Scheduled Rental Equipment- Under certain circumstances, the vendor may need to rent equipment listed on the rate Schedule. If the rental forthis equipment exceeds the listed price, the vendor will charge the rental rate plus:			
	%	Overhead: 10%	Profit: 10%
Vendor Supplied Small Tools Charge of total labor percentage mark up			**3%**
Item NO.	**Consumables:**	**Price Per Each**	**Extended Price (Please use vendor available quantities for extended price)**
1	**Bags, Trash Rl**	**$45**	
2	Bags, Trash Environmental - 6ml Rl	$137	
2	Bags, Glove 60" x 72" Ea	$20.00	
3	Bags, Glove 66" x 84" Ea	$45.00	
4	Box, Book / Freeze Dry Ea	$475	

5	Brown Paper Rl	$75	
6	Cube (Secondary) Filter for HVAC Negative Air Machine Ea	$15	
7	Tape, Blue / painters Rl	$16	
8	Painters Plastic (.75 mil) Rl	$60	
9	Plastic FR Sheeting - Cordek	$285	
10	Spray Adhesive Ea	$13.50	
11	Tape, Box (Clear) Rl	$8.00	
12	Tape, Box (Brown) Rl	$8.00	
13	Tyvek Suits - General / Mold	$18	
14	Tyvek Suits - Chemical / Forensic	$37.00	
15	Tape, HVAC (Aluminum) Rl	$42	
16	Tape, Duct (Teal) Rl	$14.50	
17	Tape, Duct (Grey/White) Rl	$14.50	
18	Tarps SF	$0.47sq ft	
20	Wipes, Microfiber (25 Wipes) Pkg	$28	
21	Wrap, Bubble / Anti-Static (Small) Rl	$100	
22	Wrap, Bubble / Anti-Static (Large) Rl	$100	
23	Wrap, Shrink Rl	$62	
24	Wipes, Cotton Cloth Lb	$7.95 LB	

25	Wipes, Lint Free / Anti-Static Pkg	$65	
Unscheduled Materials: For materials not listed above, that are purchased for the project by the vendor, the rate invoiced to the Customer will be the rate charged to the vendor plus:			
	%	Overhead: 10%	Profit: 10%

4.6 Pricing Proposal- This form must be completed and submitted in excel format. Faliure to do so will result in your submittal being deemed non responsive.	
CLASSIFICATION - Management HOURLY RATES HOURLY RATES	
Project Consultant (PCS)	$170
Project Accountant (PA)	$78
Project Coordinator (PC)	$150
Assistant Project Manager (APM)	$92
Project Manager (PM)	$122
Health & Safety Officer (HSO)	$104
Project Administrative (PAA)	$50
CLASSIFICATION - Restoration HOURLY RATES HOURLY RATES	
Drying / Equipment Technician (DET)	$80
Biohazard, Trauma, Forensic Spervisor (BTFS)	$135
Equipment Operator (EO)	$88
Biohazard, Trauma, Forensic Technician (BTFT)	$115
Restoration Supervisor (RS)	$80
Biohazard, Trauma, Forensic Labor (BTFL)	$85
Resource Coordinator (RC)	$76
Certified Asbestos / Lead Supervisor (AS)	$100

Asbestos Technician / Worker (AT)	$77
Restoration Technician (RT)	$66
General Labor (GLE) -	$44
Mold Remediation Worker (MRW)	$61
General Labor (GL)	$44
CLASSIFICATION - Construction HOURLY RATES HOURLY RATES	
Electrician (E)	$111.00
HVAC Technician (HVC)	$100.71
Masonry (MAS)	$71.94
Plumber (PLM)	$121.00
Tile Installer (TIL)	$84
Carpenter - Rough (FNC)	$96
Superintendent (SP)	$92
Drywall (D)	$90
Electrician Helper (EH)	$44
Flooring Installer (FCI)	$84
Trade Supervisor (TS)	$82.00
Painter (P)	$80
Roofer (RFG)	$115

Acoustic Tile Installer (ACT)	$90
Carpenter - Finish (FNH)	$96
Insulation Technician (INS)	$57.40
Management Fee (Management of Customer Labor Force)	$4

SECTION 6

PROPOSER'S QUESTIONNAIRE

Proposals must include responses to the questions contained in this proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply, or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

6.1 Proposer Profile

6.1.1 Legal name of proposer Company:
Blackmon Mooring of Houston, LLC

Centralized Master Bidders List registration number: N/A

Prime contractor HUB / MWBE registration number: N/A

An individual proposer acting as a sole proprietor must also enter the proposer's Social Security Number: #_____-_____-_____.

Universal Entity Identifier (UEI) number N/A.

Number of years in Business: 75+

State of incorporation: Texas

Number of Employees: 1500+

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

NOTE: If Proposer is a subsidiary, COG prefers to enter into an agreement or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

6.1.2 Proposer will provide a copy of its financial statements for the past two (2) years.

6.1.3 Proposer will provide a financial rating of the proposer's entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of proposer.

3.1.4 Proposer will state whether or not proposer is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If yes, proposer will explain the expected impact, both in organizational and directional terms.

6.1.5 Proposer will provide any details of all past or pending litigation or claims filed against proposer that would affect its performance under an Agreement with COG.

6.1.6 Proposer will state whether or not proposer is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other

entity. If yes, proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

6.1.7 Proposer will state whether or not any relationship exists (whether by family kinship, business association, capital funding agreement, or any other such relationship) between proposer and any employee of COG. If yes, proposer will explain.

6.2 Approach to Project Services

6.2.1 Proposer will provide a statement of the proposer's service approach and will describe any unique benefits to COG from doing business with proposer. Proposer will briefly describe its approach for the required services identified in **Section 3** Scope of Work of this RFP.

6.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of an Agreement.

6.2.3 Proposer will describe the types of reports or other written documents proposer will provide (if any) and the frequency of reporting, if more frequent than required in the RFP. Proposer will include samples of reports and documents, if appropriate.

6.3 General Requirements

6.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with COG, including their specific experiences with similar service projects, and number of years of employment with proposer.

6.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with COG and how proposer plans to manage these difficulties. Proposer will describe the assistance it will require from COG.

6.3.3 Proposer will describe its approach in providing staffing continuity to customer.

6.3.4 Proposer will describe its ability to communicate its vision and capacity for establishing a relationship that addresses current and future needs and trends in the industry.

6.4.5 Proposer will describe any additional costs that may be associated with service work and the invoicing of such.

6.4 Quality Assurance

Professional will describe its quality assurance program, its quality requirements, and how they are measured.

6.5 Service Support

Proposer will describe its service support philosophy, how the philosophy is implemented, and how proposer measures its success in maintaining this philosophy.

6.6 Additional Services

6.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that proposer would propose to provide to COG. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

6.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by COG from doing business with proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

Proposer's Questionnaire

6.1.1 The legal name of the proposer Company is Blackmon Mooring of Houston, LLC Blackmon Mooring of Houston, LLC has been in business for over a decade with the primary state of incorporation being the State of Texas. Blackmon Mooring of Houston, LLC has over 50 employees.

6.1.2 Blackmon Mooring of Houston financial statements for the past two years are attached at the end of this document.

6.1.3 Blackmon Mooring of Houston has provided documentation such as a Dunn and Bradstreet analysis that indicates the financial stability of our company. See attached at the end of this document.

3.1.4 Blackmon Mooring of Houston is not currently for sale or involved in any transaction to expand or to be acquired by another business entity.

6.1.5 Blackmon Mooring of Houston will not provide any details of all past or pending litigation or claims filed against the company that would affect its performance under an Agreement with COG as there has been and is no litigations on our company.

6.1.6 Blackmon Mooring of Houston is not currently in default on any loan agreement or financing agreement with any bank, financial institution or other entity.

6.1.7 There is no relationship existing between Blackmon Mooring of Houston and any employee of COG.

6.2 Approach to Project Services

SERVICE APPROACH

Our Restoration specialists will: prepare a scope of work for the recovery, provide budget, provide schedule management, provide quality control, and ensure compliance with applicable industry standards.

Blackmon Mooring of Houston has and will conduct its workmanship within general industry standards of the Institute of Inspection Cleaning and Restoration Certification (IICRC) published guidelines for restoration services.

Following completion of a defined work area, the area will be inspected in detail by a project manager and/or supervisor who will ensure that quality expectations have been achieved before moving on to the next area.

Blackmon Mooring of Houston and the Coordinator will come to mutual agreement that services have been performed to both parties' satisfaction before the project is considered complete. It is Blackmon Mooring of Houston's policy to implement procedures that will ensure good management and the delivery of a high-quality service in the minimum amount of time.

Below are some of the steps that will be taken on larger projects where temporary labor must be utilized:

- Shifts will be based on an 8-10 hour working day for laborers depending on the individual factors associated with the job. Supervisors and management will work before and after each labor shift for administrative and preparatory reasons.
- Crews will work each day in a well-defined contiguous work zone. This zone will be completely finished before moving to another area. This will increase both quality and supervisory control.
- Once a section has been cleaned the Project Superintendent will be notified. The Project Superintendent will inspect the area before authorizing the cleaning crew to move to a new area.
- General cleaning laborers will not work out of eyesight from their supervisor.

Blackmon Mooring of Houston has a process for the use of temporary labor that is structured to ensure the most efficient results from temporary laborers during each work period. Temporary labor is easily identified via a uniform. Supervisors and project managers have a process that places temporary staff in efficient work units within appropriate numbers of supervisory staff to create an environment that ensures safety, security and efficiency for work being conducted.

Task specific work groups are assembled and given the milestone or tasks to be achieved for the morning. Lunch breaks are given under supervision and tasks reassigned after the lunch break. This process ensures that all personnel are performing the work at a satisfactory pace, work conducted is of good quality and that all personnel are accounted for.

FIRE SMOKE AND WATER DAMAGE RECOVERY

Physical inspection and documentation of affected areas and damage utilizing digital photographs and or video will be conducted with the Project Coordinator and specified City of Galveston contact. A Scope of Work for the damaged areas will be developed and provided.

In the case of a large loss, daily milestone meetings shall be required to evaluate and communicate progress and concerns. Ongoing video and digital photo recording or progress of work and work satisfaction will be carried out. There will documentation of “before, during and after.”

Removal of water utilizing extraction methodology will be undertaken. Debris and affected materials shall be removed from the structure and placed in appropriate containers or dumpsters. Containers and dumpsters will be changed out as required to provide an efficient and hazard-free site.

All traces of soot and smoke will be removed from floors, ceiling, walls and all affected structural elements. Corrosive residual compounds will be neutralized using approved solutions or products.

Air contamination shall be treated with the use of air scrubbers, ozone generation technology, HVAC system cleaning and decontamination, deodorization, and the use of gel blocks to absorb residual odors.

Pack out, cleaning and restoration of furnishings, specialized equipment or other contents to be undertaken as directed. All items will be cleaned, restored and bar coded. All items will be placed in vaults and returned to the facility when restoration is completed if restored offsite.

Affected books, records and library materials are to be decontaminated and cleaned as required. Recovery of records, library materials or books can be initiated and carried out utilizing BMS CAT freeze drying chambers. If required, additional decontamination processes, such as Gamma Radiation, may be recommended.

All fire and smoke remediation work activities are performed in accordance with the IICRC guidelines for fire and water damage restoration.

MOISTURE CONTROL PLAN

Physical inspection and scope of water damage recovery efforts to be undertaken with record of damage utilizing digital photos and/or digital video as a baseline record will be conducted. Locations of water penetration shall be determined and evaluated. Initial mapping of moisture penetrations, wicking and encroachment will be carried out with the assigned Blackmon Mooring of Houston project management team.

Extraction of standing water, utilization of dehumidifiers, fans or desiccant drying systems will be performed. Base reading and daily monitoring of moisture levels will be taken and documented. Mapping of moisture to be carried out utilizing handheld moisture meters and/or infrared technology. Moisture mapping of affected areas and readings will be logged and discussed in daily milestone meetings or conference calls. Drying equipment will be re-engineered daily as needed to maximize the dry down efforts.

Removal of all affected baseboards, demolition and removal of all drywalls or affected floor coverings will be initiated by moisture mapping schedules. As needed, applications of approved anti-microbial biocide solutions will be applied to mitigate mold or other biological agents. Depending on the classification and categorization of water penetration into the structure, packing out of furnishings, cleaning and restoration of affected items inclusive of records, documents and specialized equipment will be completed. All items will be bar coded and inventoried electrically if offsite storage is required.

Digital photos and/or video documentation of the progress of work will be supplied as a record of activities and satisfaction of work when restoration is completed. In short, a digital record of “before, during and after” will be made as part of the documentation. All flood related debris and materials will be placed in appropriate containers and dumpsters for removal to the appropriate land fill waste facility utilizing third party waste transfer companies. Dumpsters and containers will be exchanged on the site in a timely, efficient schedule to ensure that debris is not hazardously impeding the progress of the recovery work.

Blackmon Mooring of Houston has and will conduct its workmanship within general industry standards of the Institute of Inspection Cleaning and Restoration Certification (IICRC) published guidelines for water damage restoration services.

Moisture Mapping:

The City of Galveston shall provide a floor plan of affected structures for the purpose of daily mapping of water penetration, encroachment or wicking. Daily mapping of moisture shall be performed and documented using a predetermined color-coding procedure.

Depending on amounts and location of water penetration, use of handheld moisture meters and/or infrared technology shall be utilized to determine location of moisture. Information and results gathered shall be documented on the floor plan, moisture logs and in the Scope of Work documentation.

Discussion of the dehumidification and drying results will be discussed in the daily milestone meeting.

MICROBIAL REMEDIATION

Blackmon Mooring of Houston will coordinate with an appropriate licensed Microbial Remediation Consultant employed by Contract Coordinator or a third-party MRC for pre-remediation identification of mold species and location of mold contamination within the facility or structure. Digital photos and/or video will be used to document the location of the contamination.

The MRC specialist shall create the protocol, remediation work plan and removal of the affected surfaces in a written format to be issued to Contract Coordinator and Blackmon Mooring of Houston conforming to State project licensing requirements which will be reviewed prior to beginning work by all parties.

Containment of the affected area shall be undertaken. Demolition of affected areas and surfaces utilizing approved methods of debris removal will be performed.

Cleaning, scrubbing and treatment of affected surfaces with EPA approved cleaning products and/or anti-microbial solutions will be conducted per the written protocol.

All containment, demolition and cleaning techniques are to be conducted within the guidelines of the State Health Services Mold licensing division for Mold remediation.

All technicians shall utilize appropriate protective suiting, equipment and respiration devices as required by State of Texas guidelines.

DOCUMENTS, BOOKS AND VITAL RECORDS RECOVERY

BMS CAT-Blackmon Mooring of Houston owns the largest document freeze dry facility in the world. Unlike most other restoration companies, we do not sub-contract this service out. Below describes how this service applies to the various types of buildings and industries that may be encountered.

Corporate Facilities and Commercial Records Centers

Recovery of corporate information assets following a disaster is paramount. These assets may take the form of plain paper documents, journals, books, film, libraries, archives, historical archives, and magnetic media. The fact is that businesses can fail and cease to operate effectively when important data is lost or unavailable. Blackmon Mooring of Houston is trained and prepared to work with discretion for small or large projects and keep you compliant with current laws and regulations that may affect your industry.

Libraries and Special Collections

While libraries are traditionally repositories of bound paper volumes, modern Library collections cover the broadest spectrum of any customer base that we see. In addition to paper media, we routinely encounter various forms of film media, electronic data and associated

equipment, and internet hubs. Historical material, paper collections, and historical volumes typically populate these facilities, but it is no longer uncommon to find three-dimensional artifacts in libraries, blurring the line that used to more clearly define the differences in libraries and museums. BMS CAT- Blackmon Mooring of Houston recovery teams are trained in the proper handling of all these materials to obtain optimal recovery results.

Museums

Museums can pose varied and sometimes unprecedented recovery challenges, but As with all the services BMS CAT- Blackmon Mooring of Houston provides, we strive to develop protocols and options that meet the specialized needs of every client. Since museums nearly always have varied collections of differing forms of media (artworks of paper, wood, stone, canvas, etc.) we have learned to expect almost anything when approaching these facilities. BMS CAT- Blackmon Mooring of Houston has successfully recovered objects in many forms including wood, metal, biological specimens, and paper.

Information Security

Each year we see new laws and regulations constantly shifting in the Records Management industry. With laws such as HIPAA and the Sarbanes-Oxley Act, the proper security and maintenance of business information is critical and a legal priority. This legal climate makes the everyday challenges of the records and information management professional even more challenging. BMS CAT- Blackmon Mooring of Houston considers information security to be a priority in information recovery.

Accountability

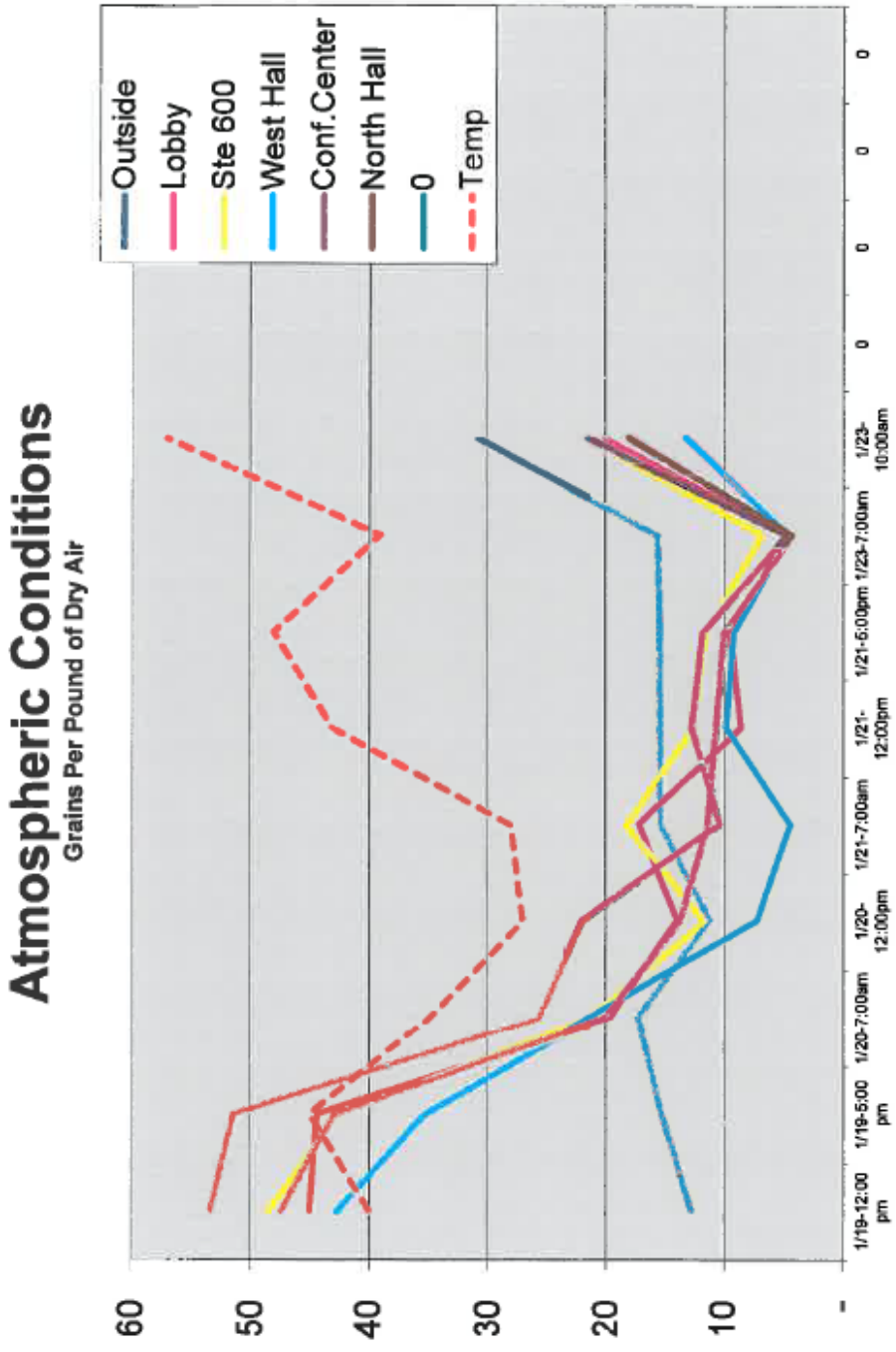
The disaster preparedness levels required to assure that your collections, documents and holdings are accessible, yet secure, can be challenging. When any information media is damaged or compromised you have the additional challenge of recovery. At BMS CAT- Blackmon Mooring of Houston, we routinely work with many of the largest and most sophisticated information clients in the world. Every project is tracked and monitored through all stages of the recovery process. BMS CAT- Blackmon Mooring of Houston maintains the highest accountability standards for security and successful project completion.

Protocol for document restoration can vary depending on the type of material. Some common protocols for document restoration are listed below:

- The first step when dealing with paper is to move it to a space that it can be frozen. Puckering, swelling, ink smearing and blocking occurs if paper is wet. BMS CAT- Blackmon Mooring of Houston will inventory these documents, pack in boxes with plastic liners, palletize, and freeze. Once frozen, the damage ceases, and the loss is in stasis until restoration can be accomplished.
- For critical documents and special collections, blast freezing is best but seldom available in the time frame required. The freezing process is usually accomplished with refrigerated trucks that will transport the documents to the closest freezing dry facility for restoration.
- If documents are covered with silt (as a result of flooding), they are rinsed and cleaned on site before freezing.
- Separate vellum and leather-bound documents are derived from animal skin and are carefully separated from the rest of the documents. Drying is done slowly and in a controlled fashion. Unlike other materials, they should not be heated during the freeze dry process.

6.2.2 Blackmon Mooring of Houston is and will be ready to start services following the execution of an agreement immediately.

6.2.3 Blackmon Mooring of Houston provides the following types of reports and/or documents for a job. Some of these include Atmospheric Conditions Map, Record of Moisture Content, Material and Equipment Order List, Invoice, Statement of Work Complete, Daily Crew Schedule, and Crew Assignment Sheet. See the next pages for examples of each report or document.


Atmospheric Conditions
Grains Per Pound of Dry Air
Outside
Lobby
Ste 600
West Hall
Conf.Center
North Hall
0
Temp
60
50
40
30
20
10
-
1/19-12:00 pm
1/19-5:00 pm
1/20-7:00am
1/20-12:00pm
1/21-7:00am
1/21-12:00pm
1/21-5:00pm
1/23-7:00am
1/23-10:00am
0
0
0
0
0

Record of Moisture Content

Project Name:_____ Todays Date:_____

Street:_____ Date of Loss:_____

City/State:_____ Category of Water:_____

Project Number:_____ Meter Type:_____

Project Manager:_____

 Dehumidifier  Air Mover  Air Scrubber

TEMPERATURES: Outside:_____ Unaffected:_____ Affected:_____

R.H. READINGS: Outside:_____ Unaffected:_____ Affected:_____

	Location Reference														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30

MATERIAL & EQUIPMENT

ORDER LIST

JOB NAME:	
JOB LOCATION:	
JOB NUMBER:	
DATE:	
ORDERED BY:	
JOB TELEPHONE NUMBER:	( )
HOTEL TELEPHONE NUMBER:	( )
ROOM NUMBER/EXTENSION:	
ETA / TRUCK SEAL NUMBER:	/
ADDITIONAL INFORMATION:	

REVISED 1/24/12

BMS-CAT

Corporate Headquarters
303 Arthur Street
Fort Worth, Texas 76107

24 Hour Hotline (800) 433-2940
Telephone (817) 332-2770
Telecopier (817) 332-6728

STATEMENT OF WORK COMPLETE

Customer: _____

Address:

Contract Date:

Project Location:

Brief Description of Work: _____

_____ I have inspected the work performed by BMS-CAT and/or it's designated
(initial) Subcontractor under the above described Contract.

_____ All Work has been completed to my satisfaction and complies with the
(initial) requirements of the Contract in all respects.

_____ No items of work remain to be corrected or completed.
(initial)

By: _____

Name:_____

Title: _____

Date:_____

BMS CAT DAILY CREW SCHEDULE

JOB NAME: _____ **SHIFT:**_____ **DATE:**_____

Lunch and Break Schedule:

A: Lunch - _____: 1st Break:_____: 2nd Break:_____:
B: Lunch - _____: 1st Break:_____: 2nd Break:_____:

People					
PRJ	ACT	A/B	SUPERVISOR	ASSIGNMENT	LOCATION

SECOND ASSIGNMENTS

CREW TOTAL: SUPERVISOR TOTAL: ALLOCATED TOTAL: GRAND TOTAL:

BMS CAT

1.800.433.2940
www.bmscat.com

Company Name
Attn: Xxxxxxx Xxxxxxxx
Company address
City, State, Zip

Invoice: XX###-#####
Date: ##/##/##
Terms: **Net ##**
Fed. ID #: 61-1537529

PROGRESS INVOICE

For restoration services rendered at . . .

Company Name

Labor	
Materials	
Equipment	
Reimbursables - T, L, PD	
Reimbursables - Other	
Dehumidification	
Subtotal	$ -
Sales tax - #.##%, City, State	0.00
TOTAL DUE AND PAYABLE	**$ -**

This invoice represents a progress billing and reflects only charges processed to date. Additional charges applicable to this billing, such as additional labor, subcontractor services, rental items, etc., will be processed in subsequent billings.

NOTE: any applicable taxes to be applied to future invoices

Total previous invoices
Total credits
Total payments

Total Outstanding	**$ -**

[redacted]

Xxxxxxxxxxxx Xxxxx
Regional Director

Please reference the invoice number on your payment document

Hotel: _____ Room #: _____

CREW ASSIGNMENT

LUNCH	BREAKS 1st	BREAKS 2nd	JOB #	JOB NAME	SHIFT	DATE
			0	0		01/00/00

SUPERVISOR LAST NAME	FIRST NAME	EMPLOYEE CLASSIFICATION	HOUR CLASS.	TOTAL	ALLOCATIONS: 1	2	3	4	5	6
			Total							
			Overtime							

EMPLOYEE LAST NAME	FIRST NAME	LABOR CLASS.	HOUR CLASS.	TOTAL	ALLOCATIONS: 1	2	3	4	5	6
1.			Total							
			Overtime							
2.			Total							
			Overtime							
3.			Total							
			Overtime							
4.			Total							
			Overtime							
5.			Total							
			Overtime							
6.			Total							
			Overtime							
7.			Total							
			Overtime							
8.			Total							
			Overtime							
9.			Total							
			Overtime							
10.			Total							
			Overtime							
11.			Total							
			Overtime							
12.			Total							
			Overtime							
			Total - GCL							
			Overtime - GCL							

BMS CAT SIGNATURE _____ DATE _____

ALLOCATION
1.
2.
3.
4.
5.
6.

EQUIPMENT	NO. USED	ALLOCATION 1	2	3	4	5	6

DESCRIPTION OF WORK _____

Safety Meeting: _____

6.3 General Requirements

6.3.1 Blackmon Mooring of Houston has key personnel who will be providing services under the Agreement with COG.

Courtney Hassenmiller-Commercial Account Manager
Garrett Meschke- Project Coordinator
Joe Fuedo-Operations Manager
Kenneth Roberts-District Sales Manager
Chuck Hooper-General Manager
Robert Lain-Vice President

6.3.2 Blackmon Mooring of Houston does not anticipate any difficulties in performing its duties under the Agreement with COG.

6.3.3 Blackmon Mooring of Houston provides on-site assistance, rapidly, thanks to permanent staff located throughout the U.S. Local help is then called upon to maximize capability and provide timely results. With this network of people, BMS CAT- Blackmon Mooring of Houston can be involved in numerous jobs at one time in various locations. This provides greater peace of mind, knowing we have the capacity to deliver services to handle any loss, regardless of whether it is a single loss at your location or a community-wide disaster.

6.3.4 Blackmon Mooring of Houston has the capacity to assess future needs and trends in the industry by constantly offering routine training. Doing this will allow us to stay up to date on processes and ensure efficiency. Continuous on the job training is important, but the need for technical expertise is critical. BMS CAT- Blackmon Mooring of Houston provides training to employees, preparing them to properly handle the losses assigned.

Training includes:

- Microbial training through our on-staff mold director.
- Equipment handling training through our in-house engineer and development supervisor.
- Chemical use and chemical cleanup training through our Environmental and Safety Director.
- Document restoration and process training through our staff director.
- In-house training courses on various topics at our training facility in Fort Worth, Texas.
- Our healthcare professionals also receive training through several different university programs, the CDC (Center for Disease Control), APIC (Association for Professionals in Infection Control and Epidemiology) and ASHE (American Society for Healthcare Engineering).

Every job has a unique challenge. The experience of our staff and supervisors, as well as the use of cutting-edge equipment and proper use of chemicals, allows BMS CAT- Blackmon Mooring of Houston to provide restoration services that have businesses up and running quickly.

6.4.5 Blackmon Mooring of Houston does not have additional costs that be associated with a particular job and the invoicing of such at this time.

6.4 Quality Assurance

BMS CAT- Blackmon Mooring of Houston uses Service Machine which is an internal scorecard used to measure the effectiveness of our Customer Service initiatives. Each project performed for an Account customer has deliverables that are tracked as part of Service Machine.
Metrics:

- Daily updates - Daily Updates should be sent to the customer every day.
- Work Authorization or Purchase Order- sent upon job assignment
- Scope of Work/Estimate- It describes the work being performed and it also gives a budgetary estimate for the project.
- Estimated Completion Date- we believe it is essential to communicate throughout the entire project.
- Invoices

Review and Audit Tasks - The Client Services Program Manager monitors all input into the Service Machine Program and works with employees to identify any missing tasks, all employees who work with customers are required to go through Service Machine training.

6.5 Service Support

BMS CAT-Blackmon Mooring of Houston's work plan will develop based on the scope of the loss. The Account Manager will ensure that all goals are met in accordance with industry standards and provide documentation to allow the customer to seek reimbursement. Concerning equipment, Blackmon Mooring and BMS CAT have over 20,000 pieces of equipment throughout the country. Should our inventory become exhausted or, specialty equipment needed we have developed a network of vendor partnerships that allows us to rent equipment as needed.

6.6 Additional Services

6.6.1 Below is a list of additional services or benefits not otherwise identified in this RFP that Blackmon Mooring of Houston proposes to COG.

<u>Commercial Cleaning of HVAC Units and Ductwork, Drapes and Interior Surfaces</u>

After an initial inspection of the damaged area, the Blackmon Mooring & BMS CAT representative will work with the customer and any additional interested parties to review the damage assessment and develop an initial scope of work. Because an HVAC system can often distribute debris and contamination throughout the facility, careful consideration should be taken to ensure that all areas of the facility are inspected. Depending on the type of material damaged, surfaces may be cleaned using the method most appropriate for the situation.

<u>Biohazard Incidents</u>

An initial hazard assessment will be conducted prior to the startup of the project. The potential site hazards will be identified and addressed by eliminating and or minimizing the hazards via compliance with all applicable Federal, State and local regulations. All restoration management, superintendents, supervisory personnel and laborers will receive site specific training in the various hazards that exist at the site, and the hazard control measures that are adopted to eliminate the potential for short or long-term injuries, and general hazard communication. Subcontractors will also receive the aforementioned training and will be required to comply with all applicable health and safety policies and procedures.

Blackmon Mooring & BMS CAT is fully aware that all restoration projects are dynamic and require constant safety and health supervision in order to maintain compliance and to allow for any possible required adaptations to the initial safety and health program and procedures. These adaptations are usually due to a change in scope or the discovery of any previously unforeseen

health and safety hazards that were not identified in the initial hazard analysis. Therefore, constant health and safety monitoring and hazard analysis will be conducted daily, and as necessary to maintain a proper level of vigilance throughout the project.

Roof Repair/ Replacement

As part of our full reconstruction services, we offer roof repair and replacement through our many subcontractors. Each chosen subcontractor is vetted prior to a loss depending on the type of structure affected.

Plumbing

Often our services are required when there is a plumbing failure. Blackmon Mooring and BMS CAT work with many local and national providers for plumbing. We will work around any emergency work being performed and subcontract any planned plumbing work.

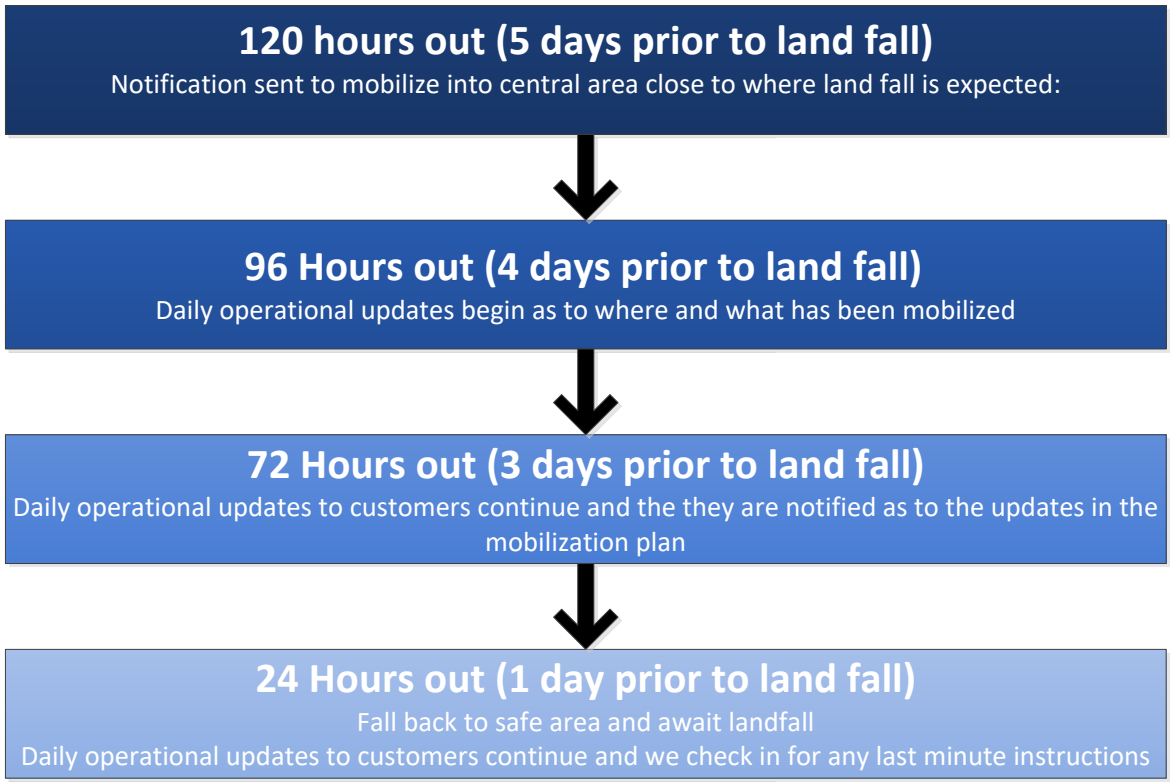
Environmental Compliance

Blackmon Mooring & BMS CAT provide environmental clean up of various types throughout the country. We are dedicated to adhering to all Federal, State and Local regulations throughout the project.

Tree/Landscaping trimming and debris

Often, as part of a disaster, debris removal from the grounds is necessary to restore the property and allow occupants to return. Blackmon Mooring & BMS CAT will provide labor for removal and disposal of debris throughout the project.

6.6.2 Blackmon Mooring of Houston's expertise would give the COG a point of contact to rely on during major area wide events. Blackmon Mooring & BMS CAT have worked with many municipalities and continue to refine the response process to ensure that each customer's unique needs are met. Below is a brief description of how we handle and mitigate emergency situations which are otherwise unpredictable.



Regarding response to an area-wide disaster, we have a detailed plan for mobilization to an area in a projected storm's path. Below is an overview of how we prepare for such an event:
Blackmon Mooring & BMS CAT work closely with National Accounts to ensure that all pre-planning is in place prior to a storm hitting. This may come at the time of an impending storm or in the form of drills and planning meetings. We also can help to educate staff on how to minimize damage once a loss occurs in the form of in-person presentations or webinars.

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

_____Appendix A must be included in the submittal.

_____Appendix B – G all forms must be complete and included in the submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- ☐ Appendix B – Conflict of Interest
- ☐ Appendix C – House Bill 13, 19, 89 Verification
- ☐ Appendix D – Property Tax Statement
- ☐ Appendix E – Nepotism Statement
- ☐ Appendix F – Non-Collusion Statement
- ☐ Appendix G – Certification Regarding Debarment

All Proposals delivered to the City of Galveston shall include this page with the submittal.			
RFP Number:	**25-05**		
Project Title:	**Moisture Control Remediation Services**		
Submittal Deadline:	**Refer to Key Event Schedule**		
Proposer Information:			
Proposer's Legal Name:	Blackmon Mooring of Houston, LLC		
Address:	10511 Kipp Way, #400		
City, State & Zip	Houston, TX 77099		
Federal Employers Identification Number #	74-1594628		
Phone Number:	512-221-3567	**Fax Number:**	817-334-3504
E-Mail Address:	chooper@bmsmanagement.com		

Proposer Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into an agreement on behalf of the Proposer.

Printed Name and Position of Authorized Representative: Robert Lain

Signature of Authorized Representative: _____

Signed this 17th (day) of January (month), 2025 (year)

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding $2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than $250 during the previous twelve – month period and the person engages
in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
   a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
   b. contracts for the purchase or sale of real property, personal property including an auction of property;
   c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than $2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed $500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person who has a business relationship with local governmental entity.

Blackmon Mooring of Houston, LLC

2. ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐Yes ☐No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐Yes ☐No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐Yes ☐No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

_____ 1/27/2025
Signature of person doing business with the governmental entity Date

Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

Appendix C - House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of $100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of $100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2271.001, 2271.002, 808.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

I, Robert Lain (Person name), the undersigned representative of (Company or

Business Name) Blackmon Mooring of Houston, LLC (hereinafter referred to as Company)
being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

1/17/2025
DATE



SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

Appendix D – Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

O I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

_____

_____

Robert Lain, Blackmon Mooring of Houston, LLC

Proposer's Printed or Typed Name

Proposer's Signature

1/17/2025

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The bidder or proposer or any officer, if the bidder or proposer is other than an individual, shall state whether bidder or proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the proposer or bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the bidder or proposer is **NOT** an individual:

_____ The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

PROPOSER Blackmon Mooring of Houston, LLC

ADDRESS 10511 Kipp Way, #400

Houston, TX 77099

PHONE _____

FAX _____

PROPOSER (SIGNATURE)

_____

PROPOSER (PRINTED NAME)

_____

POSITION WITH COMPANY

_____

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL



COMPANY OFFICIAL (PRINTED NAME) Robert Lain

OFFICIAL POSITION Vice President

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

Appendix G – Document 00435
The City of Galveston, Texas

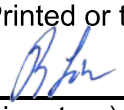
PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

Robert Lain

(Printed or typed Name of Signatory)



(Signature)

1/17/2025

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.

APPENDIX I – FEDERAL CLAUSES

The following, federally mandated, clauses require acknowledgement of the offeror and are considered part of the contract between the City of Galveston and the awarded vendor. Any offeror that does not acknowledge the clauses below shall be considered non-responsive and will not be considered for award.

1. **NO GOVERMENTAL OBLIGATION TO THIRD PARTIES:** The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:** Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

3. **ACCESS TO RECORDS AND REPORTS:** The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

4. **EQUAL EMPLOYMENT OPPORTUNITY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other

contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

5. **AFFIRMATIVE SOCIOECONOMIC STEPS**

   If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

6. **GOVERNMENT-WIDE SUSPENSION AND DEBARMENT:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt.3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages -** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages –** The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

8. **LOBBYING:**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms by signing this contract the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

9. **CLEAN AIR 42 U.S.C. § 7401 et seq.:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

   Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. **CLEAN WATER REQUIREMENTS 33 U.S.C. 1251 et seq.:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

11. **PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C 6962:**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

12. **DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS:** By signing this contract, the contractor agrees it shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
13. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

14. **FEDERAL CHANGES:** Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Owner and Federal, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.3

15. **BUY AMERICA REQUIREMENTS:** Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in Federal-funded projects are produced in the United States, unless a waiver has been granted by FEMA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15-passenger vans and 15- passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

    A proposer or offeror must submit to the Owner the appropriate Buy America certification with all bids or offers on FEMA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. Offeror, by signing this document, certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5. The City may require additional certification forms with an executed agreement.

16. **DOMESTIC PREFERENCES FOR PROCUREMENTS**
    As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods,

products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products

17. COMPLIANCE WITH DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT:

Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The [*City of Galveston*] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [*City of Galveston*] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or

under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [*City of Galveston*] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the

Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility – (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

I, Robert Lain (printed name), the undersigned, do hereby acknowledge, and agree to comply, with the above statements for the entire length of any agreement with the City of Galveston, Texas.



1/17/2025

Signature of Authorized Company Representative Date

THIS DOCUMENT MUST BE SIGNED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 8 OF THIS PROPOSAL.

City of Galveston
Pricing Calculation Sheet for RFP
RFP 25-05 MOISTURE CONTROL

Proposer	Price	Lowest Price	0-5 Points
BLACKMON MOORING OF HOUSTON	$ 42,164.40	$ 37,661.50	4.61
COTTON	$ 37,661.50	$ 37,661.50	5.00
*FIRST ONSITE	$ 57,831.45	$ 37,661.50	3.26
**SIGNAL	$ 43,791.00	$ 37,661.50	4.47

City of Galveston

PUBLIC WORKS & UTILITIES

Tyson Arnold, P.E., Interim Executive Director - Public Works & Utilities
jarnold@galvestontx.gov | Office Number: (409) 797-3640 | www.galvestontx.gov

Date: March 27, 2025

To: City Manager
Mayor and City Council Members

From: Tyson Arnold, P.E.
Interim Executive Director - Public Works & Utilities

Project Location: City Wide **Project:** N/A

Request:

A. Consider for approval awarding the annual contract for the purchase of Concrete Materials (Bid 25-07) to Kelso Concrete Company and Arcosa Crushed Concrete. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Background Information:

A. The City of Galveston issues contracts for procurement of various materials required for the maintenance of Streets and Drainage infrastructure throughout the City.
B. The use of a contract reduces turn-around times for material procurement as quotes are required for all purchases over $1,000.00.
C. The purchasing needs of the Public Works & Municipal Utilities Department varies depending on the specifics of the projects.

Current Situation:

A. Sealed bids were opened on March 10, 2025, at 10:00 a.m. There were approximately 21 bid items on the bid proposal for streets and drainage concrete materials. The Public Works and Utilities divisions are looking for multiple suppliers for various construction materials. There were 2 bids submitted and 2 of the bids are being accepted.
B. The bids and contracts will be effective for one (1) year from the date of award.
    a. All contracts have been uploaded into Laserfiche and are not attached to the agenda center.

Tyson Arnold, P.E., Interim Executive Director - Public Works & Utilities
jarnold@galvestontx.gov | Office Number: (409) 797-3640 | www.galvestontx.gov

C. Throughout the last two fiscal years, we have seen many vendors decline to renew their annual contracts with the City, because of current market prices and supply chain issues. It was decided to rebid and refresh item pricing.
D. Historically this award has been given to multiple vendors. All purchases of the streets and drainage concrete materials will be based on cost and availability according to the immediacy of the need.
E. Funding will be limited to the available annual operation, capital, and any grant funding sources included but not limited to CDBG, IDC, FTA, FHWA, etc. budgets for the Public Works and Municipal Utilities divisions.

Fiscal Impact Report:

Funding Source	Amount
VARIOUS	$
Total	$

Alternatives:

A. Approve the annual contract for the purchase of Concrete Materials (Bid 25-07) to Kelso Concrete Company and Arcosa Crushed Concrete. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.
B. Do not approve the request.

Staff Recommendation:

Approve the annual contract for the purchase of Concrete Materials (Bid 25-07) to Kelso Concrete Company and Arcosa Crushed Concrete. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Attachments:
Bid 25-07 Street Materials Bid Tabulation
Kelso Concrete Company Draft Contract
Arcosa Crushed Concrete Draft Contract

Bid 25-07
10am Monday, March 10, 2025
Bids Opened By: Ja'Nice Lockett

Concrete Materials
Opened: Zoom
City of Galveston

BIDDER		Arcosa Crushed Concrete		Central Mix Concrete LLC- **NON RESPONSIVE**		Kelso Concrete Co.	
Received Date and Time		3/5/2025 15:08		3/9/2025 14:39		3/10/2025 9:08	
				NON RESPONSIVE			
Appendix A		Yes		No		Yes	
Appendices B, C, D, E, F G		Yes		No		Yes	
Appendix I- Federal Clauses		Yes		No		Yes	
Price Sheets		Yes		No		Yes	
#	DESCRIPTION	**PER TON - FOB GALVESTON**	**PER TON - FOB PLANT**	PER TON - FOB GALVESTON	PER TON - FOB PLANT	**PER TON - FOB GALVESTON**	**PER TON - FOB PLANT**
3	**CONCRETE BID GALV**						
	3500 PSI 5/8 GRAVEL (A)	NO BID				$ 162.00	
	3000 F 1.5" GRAVEL	NO BID				$ 159.00	
	3000 F 5/8" GRAVEL	NO BID				$ 162.00	
	3000 F 1" GRAVEL	NO BID				$ 159.00	
	5000 F 1" GRAVEL	NO BID				$ 169.00	
	SACK 5/8" GRAVEL	NO BID				NO BID	
7	**CRUSHED CONCRETE BASE #247 - Grade 1**	**PER TON - FOB GALVESTON**	**PER TON - FOB PLANT**	PER TON - FOB GALVESTON	PER TON - FOB PLANT	**PER TON - FOB GALVESTON**	**PER TON - FOB PLANT**
	100 TO 500 TONS	$ 38.50	$ 28.00			NO BID	NO BID
	501 TO 1,000 TONS	$ 38.50	$ 25.00			NO BID	NO BID
	1,001 TO 1,500 TONS	$ 38.50	$ 28.00			NO BID	NO BID
8	**CRUSHED CONCRETE BASE #247 - Grade 2**	**PER TON - FOB GALVESTON**	**PER TON - FOB PLANT**	PER TON - FOB GALVESTON	PER TON - FOB PLANT	**PER TON - FOB GALVESTON**	**PER TON - FOB PLANT**
	100 TO 500 TONS	$ 38.50	$ 28.00			NO BID	NO BID
	501 TO 1,000 TONS	$ 38.50	$ 25.00			NO BID	NO BID
	1,001 TO 1,500 TONS	$ 38.50	$ 28.00			NO BID	NO BID
9	**SHARP SAND**	NO BID				NO BID	
10	**SACK CEMENT**						
	REDIX MIX: 80LB BAG	NO BID				NO BID	
	PORTLAND: 90LB BAG	NO BID				NO BID	
11	**CEMENT STABILIZED**	**PER TON - FOB GALVESTON**	**PER TON - FOB PLANT**	PER TON - FOB GALVESTON	PER TON - FOB PLANT	**PER TON - FOB GALVESTON**	**PER TON - FOB PLANT**
	LIMESTONE: 7% MIX	NO BID				NO BID	
	3/8" WASHED RIVER ROCK	NO BID				NO BID	
	SAND: 1.5 SACK MIX	NO BID				NO BID	
	BASALT ROCK TYPE 5 B-GS	NO BID	NO BID			NO BID	NO BID
	3/8" RIVER ROCKS WASHED	NO BID	NO BID			NO BID	NO BID
	3/8" PEA GRAVEL	NO BID	NO BID			NO BID	NO BID

CONTRACT FOR SUPPLY OF COMMODITIES

STREET MATERIALS

This Contract (the "Contract") is made and entered into this 27TH day of March 2025, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **Kelso Concrete Co.,** located at **PO Box 2110, Galveston, Texas, 77553.** By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain commodity supply services in connection with street materials within the City of Galveston ("City") and **Kelso Concrete Co.,** ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; **Exhibit 1 and Exhibit 2** identified as the proposal from Company for the following services:

Bid 25-07

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. TERM: Agreement shall be effective upon execution by the COG for one (1) year, unless sooner terminated under the terms set forth herein.

2. SCOPE OF SERVICES: Company will provide supplies and services (the "Work**"**) to the City in connection with the Project, such Work more specifically described in **Exhibit 1,** attached and fully incorporated for all intents and purposes.

3. COMPENSATION: The City shall compensate Company at a price per unit supplied to the City. Such prices are detailed in **Exhibit 1**. City shall compensate Company only for units supplied to the City. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at **PO Box 2110, Galveston, Texas, 77553**. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in **Exhibit 1,** except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

4. STANDARD OF CARE: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

5. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

6. CHANGES: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

7. DELIVERY TIME OF COMMODITIES: Supplies shall be delivered to, by Company at the request of City within 3 days of said request. It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

8. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps

as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

9. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached **Exhibit 1**. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in **Exhibit 1**. There is no minimum amount of commodities to be supplied for this contract. City is only responsible for commodities supplied by Company, at the rate described in greater detail in the attached **Exhibit 1**. The City does not have to accept any substitutes provided by the Company, but, may contract a substitute of their own.

10. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

11. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

12. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract.

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

$2,000,000 general liability (includes products and personal, etc.)
$1,000,000 fire damage
$1,000,000 automobile damage
$500,000 workers compensation employers' liability
Statutory limits for workers compensation

Insurance coverage shall be on an "**occurrence basis**".

13. TERMINATION: This Contract shall terminate upon the expiration this Contract. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by

giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

14. FORCE MAJEURE: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

15. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**

16. REPORTS AND INFORMATION: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

17. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

18. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

19. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

20. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

21. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

22. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

23. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

24. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work. By entering into this Contract, Company acknowledges that City is entering into this contract in its governmental capacity, and not a proprietary capacity.

25. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

26. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Kelso Concrete Co.
PO Box 2110,
Galveston, Texas, 77553

27. Dispute Resolution - Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.

Nothing herein shall hinder, prevent, or be construed as a waiver of COG's right to seek redress on any disputed matter in a court of competent jurisdiction.

Nothing herein shall waive or be construed as a waiver of the COG's sovereign immunity.

Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Company, in whole or in part. COG and Company agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended.

Except in the case of a breach of contract or termination for cause, in the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal.

28. **EXHIBITS -** All Exhibits attached hereto are incorporated herein by reference for all purposes as part of this Agreement. To the extent of any conflict, this Agreement will control.

Exhibit 1 – Scope of Work and Compensation
Exhibit 2 – Appendix A – Proposal Document
Appendix B – Conflict of Interest Form Executed
Appendix C – House Bill 89, 13, 19 Verification Form Executed
Appendix D – Property Tax Statement Executed
Appendix E – Nepotism Statement Executed
Appendix F – Non-Collusion Statement Executed
Appendix G – Document 00435 Debarment
Appendix I – Federal Clauses Executed

29. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for street materials within the City of Galveston, Texas in **Exhibit 1 and Exhibit 2** and constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

[SIGNATURES FOLLOW ON NEXT PAGE]
[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS	**KELSO CONCRETE CO.**
By: _____	By: _____
City Manager	**Company Representative**

ATTEST:

_____

City Secretary

APPROVED AS TO FORM

_____

City Attorney

CONTRACT FOR SUPPLY OF COMMODITIES

STREET MATERIALS

This Contract (the "Contract") is made and entered into this 27TH day of March 2025, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **Arcosa Crushed Concrete** located at **6131 Selinsky, Houston, TX, 77048.** By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain commodity supply services in connection with street materials within the City of Galveston ("City") and **Arcosa Crushed Concrete** "Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; **Exhibit 1 and Exhibit 2** identified as the proposal from Company for the following services:

Bid 25-07

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. TERM: Agreement shall be effective upon execution by the COG for one (1) year, unless sooner terminated under the terms set forth herein.

2. SCOPE OF SERVICES: Company will provide supplies and services (the "Work**"**) to the City in connection with the Project, such Work more specifically described in **Exhibit 1,** attached and fully incorporated for all intents and purposes.

3. COMPENSATION: The City shall compensate Company at a price per unit supplied to the City. Such prices are detailed in **Exhibit 1**. City shall compensate Company only for units supplied to the City. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at **6131 Selinsky, Houston, TX, 77048.** The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in **Exhibit 1,** except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

4. STANDARD OF CARE: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

5. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

6. CHANGES: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

7. DELIVERY TIME OF COMMODITIES: Supplies shall be delivered to, and if necessary installed, by Company at the request of City within 3 days of said request. It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

8. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps

as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

9. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached **Exhibit 1**. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in **Exhibit 1**. There is no minimum amount of commodities to be supplied for this contract. City is only responsible for commodities supplied by Company, at the rate described in greater detail in the attached **Exhibit 1**. The City does not have to accept any substitutes provided by the Company, but, may contract a substitute of their own.

10. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

11. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

12. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract.

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

$2,000,000 general liability (includes products and personal, etc.)
$1,000,000 fire damage
$1,000,000 automobile damage
$500,000 workers compensation employers' liability
Statutory limits for workers compensation

Insurance coverage shall be on an "**occurrence basis**".

13. TERMINATION: This Contract shall terminate upon the expiration this Contract. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by

giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

14. FORCE MAJEURE: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

15. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**

16. REPORTS AND INFORMATION: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

17. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

18. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

19. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

20. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

21. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

22. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

23. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

24. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work. By entering into this Contract, Company acknowledges that City is entering into this contract in its governmental capacity, and not a proprietary capacity.

25. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

26. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Arcosa Crushed Concrete
6131 Selinsky,
Houston, TX, 77048

27. Dispute Resolution - Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.

Nothing herein shall hinder, prevent, or be construed as a waiver of COG's right to seek redress on any disputed matter in a court of competent jurisdiction.

Nothing herein shall waive or be construed as a waiver of the COG's sovereign immunity.

Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Company, in whole or in part. COG and Company agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended.

Except in the case of a breach of contract or termination for cause, in the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal.

28. **EXHIBITS -** All Exhibits attached hereto are incorporated herein by reference for all purposes as part of this Agreement. To the extent of any conflict, this Agreement will control.

Exhibit 1 – Scope of Work and Compensation
Exhibit 2 – Appendix A – Proposal Document
Appendix B – Conflict of Interest Form Executed
Appendix C – House Bill 89, 13, 19 Verification Form Executed
Appendix D – Property Tax Statement Executed
Appendix E – Nepotism Statement Executed
Appendix F – Non-Collusion Statement Executed
Appendix G – Document 00435 Debarment
Appendix I – Federal Clauses Executed

29. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for street materials within the City of Galveston, Texas in **Exhibit 1 and Exhibit 2** and constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

[SIGNATURES FOLLOW ON NEXT PAGE]
[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS	**ARCOSA CRUSHED CONCRETE**
By: _____	By: _____
City Manager	**Company Representative**
ATTEST:	
_____	
City Secretary	
APPROVED AS TO FORM	
_____	
City Attorney	

City of Galveston

PUBLIC WORKS & UTILITIES

Tyson Arnold, P.E., Interim Executive Director - Public Works & Utilities
jarnold@galvestontx.gov | Office Number: (409) 797-3640 | www.galvestontx.gov

Date: March 27, 2025

To: City Manager
Mayor and City Council Members

From: Tyson Arnold, P.E.
Interim Executive Director - Public Works & Utilities

Project Location: City Wide **Project:** N/A

Request:

A. Consider for approval the BuyBoard contract #731-24 from Vortex Services, for the purchase of cured-in-place (CIPP) sanitary sewer liner material in the amount of $120,000. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Background Information:

A. The City of Galveston Collections Division purchased a CIPP sanitary sewer liner vehicle at the beginning of FY2025. The vehicle facilitates the installation of sanitary sewer liner material for rehabilitation of existing sanitary sewer lines using trenchless technology.
B. To date, the vehicle has enabled the Collections Division to rehabilitate over 1,500 linear feet of 8-inch sanitary sewer mains.
C. The requested purchase order will allow the Collections Division to replenish the liner material and appurtenances required as needed.

Fiscal Impact Report:

Funding Source		Amount
SLINE5	$	120,000
Total	$	120,000

Tyson Arnold, P.E., Interim Executive Director - Public Works & Utilities
jarnold@galvestontx.gov | Office Number: (409) 797-3640 | www.galvestontx.gov

Alternatives:

A. Approve the BuyBoard contract #731-24 from Vortex Services, for the purchase of cured-in-place (CIPP) sanitary sewer liner material in the amount of $120,000. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.
B. Do not approve the request.

Staff Recommendation:

Approve the BuyBoard contract #731-24 from Vortex Services, for the purchase of cured-in-place (CIPP) sanitary sewer liner material in the amount of $120,000. Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Attachments:
Vortex Services Quote - 52947

Vortex Services, LLC
18150 Imperial Valley Drive
Houston, TX 77060
O: (713) 750-9081

Quote 52947

Shipping Address:	For:
City of Galveston Accounts Payable PO Box 779 Galveston, TX 77550	Customer #: 12629 City of Galveston Accounts Payable PO Box 779 Galveston, TX 77550

Customer's job:	P.O.#:	Ship terms: Prepaid
Quote date: 02/10/25	Salesperson: Sean Fuller	Ship via: Best Way
Ship date:	Pay terms: Prepaid	F.O.B.: Origin
Contact:	*Discount of 1% Net 20 or 2% Net 10 ; Return requests must be made in writing and require written approval from Vortex personnel*	Ref:

Remarks: BUYBOARD ID# 731-24

Seq	Item code	Description	U/M	Quantity Order	Shipped	Active	Requested Ship Date	Sell Price	Amount
001	720200032	08" x 3.2mm Envirocure UV	LF	1,000.00				16.56	16,560.00
002	720250032	10" x 3.2mm Envirocure UV	LF	1,000.00				20.10	20,100.00
003	720300032	12" X 3.2mm Envirocure UV	LF	1,000.00				23.30	23,300.00
004	7202000SS	08" Safety Sleeve -Envirocure UV-6'	EA	1.00				15.36	15.36
005	7202500SS	10" Safety Sleeve-Envirocure UV-6'	EA	1.00				16.68	16.68
006	7203000SS	12" Safety Sleeve-Envirocure UV-6'	EA	1.00				20.70	20.70
007	7202000GF	08" Glide Foil-1000' Roll-Enviro UV	RL	1.00				720.00	720.00
008	7202500GF	10" Glide Foil-1000' Roll-Enviro UV	RL	1.00				800.00	800.00
009	7203000GF	12" Glide Foil-1000' Roll-Enviro UV	RL	1.00				1,010.00	1,010.00
010	08SSZ	8" Canvas Safety Sleeve w/ Zipper	EA	1.00				72.75	72.75
011	10SSZ	10" Canvas Safety Sleeve w/ Zipper	EA	1.00				81.29	81.29
012	12SSZ	12" Canvas Safety Sleeve w/ Zipper	EA	1.00				89.03	89.03
013	08SS	8" Canvas Safety Sleeve	EA	1.00				67.75	67.75
014	10SS	10" Canvas Safety Sleeve	EA	1.00				76.29	76.29
015	12SS	12" Canvas Safety Sleeve	EA	1.00				84.03	84.03
016	CRATE36-STD	UV Shipping Crate - 36" Standard	EA	1.00				595.00	595.00
017	CRATE72	UV Shipping Crate - 72"	EA	1.00				765.00	765.00
018	!UPRTEE8X4-W	8"x4" TEE UPR - WINTER	EA	1.00				485.00	485.00
019	!UPRWYE8X4-W	8"x4" WYE UPR - WINTER	EA	1.00				485.00	485.00
020	!UPRTEE10X4-W	10"x4" TEE UPR - WINTER	EA	1.00				510.00	510.00
021	!UPRWYE10X6-W	10"x6" WYE UPR - WINTER	EA	1.00				510.00	510.00
022	!UPRTEE12X4-W	12"x4" TEE UPR - WINTER	EA	1.00				525.00	525.00
023	!UPRWYE12X6-W	12"x6" WYE UPR - WINTER	EA	1.00				525.00	525.00
024	!UPR6X48W	6"x48" POINT REPAIR - WINTER	EA	1.00				540.00	540.00
025	!UPR8X48W	8"x48" UPR - WINTER	EA	1.00				600.00	600.00
026	!UPR10X48W	10"x48" UPR - WINTER	EA	1.00				660.00	660.00
027	!UPR12X48W	12"x48" UPR - WINTER	EA	1.00				720.00	720.00

Sub Total:	69,933.88
Sales Tax:	0.00
Total:	69,933.88

Due to extreme supply chain volatility across the industry, product pricing is now valid for 24 hours. Should you have prior prices or quotes please reach out for updated pricing regularly until further notice. Also, please contact someone directly to qualify pricing for specific projects.

Please Click Here to View Terms and Conditions

Vendor Contract Information Summary

Vendor	Vortex Services, LLC
Contact	Ryan Graham
Phone	713-750-9081
Email	rgraham@vortexcompanies.com
Vendor Website	www.vortexcompanies.com
TIN	20-5007200
Address Line 1	18150 Imperial Valley Dr.
Vendor City	Houston
Vendor Zip	77060
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Vortex Services, LLC agre
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	No
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	No
No Israel Boycott	No
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Cured in Place (CIPP) for Pipeline Rehabilitation (Ultraviolet-Light-Cured-Products)
Contract No.	731-24
Effective	04/01/2024
Expiration	03/31/2027
Accepts RFQs	Yes

City of Galveston

PARKS, RECREATION & COMMUNITY OUTREACH
STAFF REPORT

Date: March 17, 2025

To: City Manager, Mayor and City Council Members

From: Barbara Ekelund-Sanderson,
Executive Director of Parks, Recreation & Community Outreach

Project location: The 1880 Garten Verein at Kempner Park, 2704 Avenue O

Project: Establishing fees and a contract agreement for rentals of the Garten Verein

Request: Consider for approval the establishment of fees and a contract agreement for rental of the 1880 Garten Verein at Kempner Park, and designating a special revenue account for the revenue earned; authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Prior Council Action
N/A

Background
Kempner Park's roots are some of the deepest in Galveston. Its history dates back to February 1876, when a group of German businessmen purchased a five-acre estate as a social club for their family and friends, and named it "The Galveston Garten Verein" - the "garden club" (as it translates to from German). In 1880, the construction of the dancing pavilion was completed and is what we now refer to as the "Garten Verein" today. In 1923, the property was sold to Stanley E. Kempner, who donated it to the City as a public park dedicated to his parents, Harris and Eliza Kempner.

When Kempner Park was donated to the City of Galveston in 1923 by Stanley Kempner, he said, "I sincerely hope the City of Galveston will get as much pleasure out of this park, as I have had giving it." Having earned special designations on the local, state, and federal levels, and with over 10,000 people visiting the park annually, the community has certainly cherished this sentiment. They have enthusiastically embraced this park as a local favorite for numerous activities, including among others, getting married, and holding both public and private events.

For a long period of time, the City of Galveston managed this historic building and its use. In 1996, the Galveston Historical Foundation took over the management of the Garten Verein and began leasing it as a venue to the public. This year, in January 2025, the City took back over management of the facility and now seeks to continue leasing the venue for public and private use. Staff proposes establishing rental fees, comparable to those previously offered, and to begin accepting contract agreements with interested parties. Staff also proposes that revenue generated from rentals goes to a special revenue account specifically dedicated to the Garten Verein. Potential expenses could include related maintenance, repairs, personnel, and improvement costs.

Staff proposes the following rental rates, deposit amount, and cancellation fees, as well as the attached contract agreement with additional details and policies.

Standard use and occupy period

	Daily Rate (10 hours)	Hourly Rate
Monday – Thursday	$2,000.00	$200.00
Friday	$3,500.00	$350.00
Saturday	$5,000.00	$500.00
Sunday	$3,000.00	$300.00

One (1) City of Galveston (COG) on site staff member is included in the above rental fees.

Security Deposit: $500.00.

If a Renter either occupies the property or remains on the property outside of the times specified in the rental agreement there will be an additional charge of $150.00 plus the hourly rate for the day for each hour the Renter remains on site.

Forfeiture/Cancellation

90 days or more from reservation:	Full Refund of any paid deposit or rental fees
90 – 45 days from reservation:	-$100 from deposit, Full Refund of any paid rental fees
45 – 15 days from reservation:	-$100 from deposit, 50% Refund of any paid rental fees
15 days or less from reservation:	-$100 from deposit, 25% Refund of any paid rental fees

The rental agreement may be renewed after cancellation, if the venue is still available, and if full payment is made. An additional $750.00 late fee would be added to the rental agreement.

Fiscal Impact Report

- **Total Cost.** There is no cost to the City.
- **Funding Source.** N/A

Alternatives

1. Recommend establishing different fees or alternate contract language for rental of the 1880 Garten Verein at Kempner Park.
2. Do not approve the establishment of fees and/or a contract agreement for rental of the 1880 Garten Verein at Kempner Park.

Staff Recommendation

Staff recommends approving the establishment of fees and a contract agreement for rental of the 1880 Garten Verein at Kempner Park, and designating a special revenue account for the revenue earned; authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

Attachments

Proposed Rental Use Agreement Form

Respectfully Submitted,

Barbara Ekelund-Sanderson

Barbara Ekelund-Sanderson
Executive Director of Parks, Recreation & Community Outreach

CITY OF GALVESTON
PARKS AND RECREATION

Garten Verein
2704 Avenue O
Galveston, TX 77550

Admin Office
2222 28th Street
Galveston, TX 77550
(409) 797-3700
Fax (409) 877-1553

Executive Director: Barbara Sanderson
Mail: P.O. Box 779, Galveston, TX 77553

GARTEN VEREIN
FACILITY APPLICATION & USE PERMIT

Name of Group/Organization | Phone Number

Mailing Address of Group/Organization | City, State | Zip Code

Name of Responsible Person/Applicant | Phone Number | Email

Mailing Address | City, State | Zip Code

Requested Date(s) | Requested Time (to and from) *10 hours max* | Number of participants

Type/Name of Activity

Description of activity

What (if any) COG Parks tables and chairs are needed? *(25-6ft round; 10-8ft rectangle; 250 chairs)*

What (if any) equipment or decorations will be brought into the facility? *(See page 4, section 11 for list of prohibited items)*

Nature and duration of amplified sound (if any):
If yes, a loudspeaker permit may be required.

Will your event include distribution of alcohol? (*circle one*) YES NO
If yes, TABC certification is required for any individual serving.

Do you require use of any portion of Kempner Park outdoors? *(circle one)* YES NO

If yes, please explain

Please read the following information carefully.

All groups/organizations will be expected to comply with all City of Galveston Rules and Regulations when using City facilities. This is a private event venue rental agreement for the sole purpose to temporarily rent, use, and occupy the property known as the Garten Verein, located at 2704 Avenue O.

Terms:

1. **Venue**. 1880 Garten Verein at Kempner Park; 2704 Avenue O. Also known herein as the venue, facility or property.
2. **Rental Agreement**. This is an agreement to temporarily rent, use, and occupy, the Venue.
   - A. Renter shall use the venue in a manner which shall not cause interference with the use or occupancy of the other portions of the building by Renter or others in any way. Renter's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon the City in maintaining the building.
   - B. Condition of Venue. Renter accepts the Venue for use "as is" and with all faults and defects. City does not warrant or represent that said venue is safe and suitable for use. Any use of said venue by the Renter or their guests, whether known or unknown to the City, is at the sole risk of the Renter and the Renter's guests.
3. **Rental Fees include and are subject to the following**:
   - A. Standard use and occupy period
     - i.

	Daily Rate (10 hours)	Hourly Rate
Monday – Thursday	$2,000.00	$200.00
Friday	$3,500.00	$350.00
Saturday	$5,000.00	$500.00
Sunday	$3,000.00	$300.00

   - B. One (1) City of Galveston (COG) on site staff member is included in the above rental fees.
     - i. The Renter will be responsible for ensuring all trash and rubbish is picked up in and around the immediate areas of the venue, as often as needed, and removal of all garbage to the trash dumpster. The city or its designee, will have the right of entry onto the venue at all times.
     - ii. If the cleanup requires special attention, is outside customary cleaning or otherwise inappropriate, the additional costs of such cleaning will be withheld from the Deposit at the rate charged by the cleaning contractor for the additional costs of service.
   - C. Security Deposit: $500.00.
     - i. A separate $500.00 security deposit is required with payment of the rental fee. The security deposit is refundable, except as provided herein:
       1. Without in any manner limiting Renter's obligations herein, the City shall be entitled to apply any portion of the security deposit towards the repair of any damages occurring to the venue during the rental period for which this agreement is granted.
       2. Any additional cleaning fees assessed to the payment of any additional charges incurred by Renter hereunder.
       3. No portion of the security deposit shall be applied toward the rental use fee or other additional fees except as permitted by law, in this agreement. Any portion of the security deposit not so applied will be returned to the Renter within forty-five (45) days after the rental period.
       4. The City will have four (4) weeks after the date of the rental period to provide notice to the Renter if the City believes there will be additional charges due to extensive damages not covered by the security deposit occurring at the venue in connection with the rental period for which this license is granted. Any additional charges due the City hereunder shall be due and payable within thirty (30) days after the giving of notice thereof to the Renter sufficiently detailing damage.
   - D. Additional or Optional Charges:
     - i. Pre-event preparation and/or post event clean-up time may be requested and agreed to for an additional hourly or daily rate, depending on the amount of time needed. Any such agreement must be pre-approved in writing and can be requested 30 days or less prior to the original contract agreement.
     - ii. Overstays. If Renter either occupies the property or remains on the property outside of the times specified in the rental agreement there will be an additional charge of $150.00 plus the hourly rate for the day for each hour the Renter remains on site. The additional charge will be assessed at the time the Renter continues to occupy the property regardless if a full hour has passed. There may be an initial grace period granted, (of up to 15 minutes), for unforeseeable circumstances. This grace period shall be determined at the discretion of the COG staff member on site.
4. **Forfeiture/Cancellation**.
   - A. This agreement may be cancelled by the City:
     - i. In the event of a power failure, or damage to the venue. If a reasonably comparable location owned and operated by the City, is available, such location will be offered to the Renter under the same and/or applicable requirements of this rental agreement. The City may cancel this agreement with or without further obligation to the Renter, except

for a refund of any amounts already paid, including security deposit.

ii. In the event that public authorities recommend the evacuation of all or part of Galveston Island, or for any reason outside of City's control, including, but not limited to, local emergencies, acts of God, or any other types of natural disasters, this Agreement shall be canceled. The City may cancel this agreement with or without any further obligation to the Renter, except for a refund of any amounts already paid, including security deposit.

B. The Renter may cancel this agreement.

i. Cancellations:

90 days or more from reservation:	Full Refund of any paid deposit or rental fees
90 – 45 days from reservation:	-$100 from deposit, Full Refund of any paid rental fees
45 – 15 days from reservation:	-$100 from deposit, 50% Refund of any paid rental fees
15 days or less from reservation:	-$100 from deposit, 25% Refund of any paid rental fees

5. The rental agreement may be renewed after cancellation, if the venue is still available, and if full payment is made . Full Payment shall be made upon the renewal contract execution. An additional $750.00 late fee shall be added to the rental agreement.

6. **Venue /Facility preview and inspection.** The Renter may, and is encouraged to, preview the venue prior to signing this agreement. The venue is rented in its "as-is" condition "with all faults". The City has on, or about the venue, certain personal property for its own use, or not intended for use by the Renter or their guests. The City does not warrant or represent that said property is safe and suitable for use. The furniture, photographs, accessories and fixtures on or in the venue are considered the property of the City and may not be removed without prior arrangement. The City will remove any furniture and movable displays specifically requested or specified in the "Application Form" noted or attached to this agreement.

7. **Venue/Facility Operations:**

A. **Maximum Occupancy**: The maximum occupancy for the venue is 212 persons. Renter will not exceed the maximum occupancy under this agreement.

B. **Heating and air conditioning.** Heating and air conditioning in season will be maintained during the scheduled rental period and will be turned on prior to the rental period, at such time as determined by the on-site COG staff representative, in order to provide reasonable climate control during the rental period. Reasonable climate control according to the United States Energy Code is cooled to at least 78º Fahrenheit during the warmer summer months and warmed to at least 68º Fahrenheit during the cooler winter months.

C. **Security.** the City requires that the Renter arrange for, at their own expense, certified police officers, in the ratio of one police officer per one hundred (100) people, with a minimum of one police officer on site.

i. For ALL events with 100 or more people in the venue, which shall include, all invitees, vendors and contractors.

ii. In no event will the City be liable for damages resulting from Renter's failure to provide proper security.

iii. The security deposit will be forfeited if the required security is not present.

D. **Parking.** This is a public parking venue. There is no reserved parking at the venue. Parking on the green space area of the park is strictly prohibited.

E. **Non-smoking venue**. Smoking is strictly forbidden anywhere within the venue and throughout Kempner Park by City ordinance. Non-compliance shall result in an automatic forfeiture of the security deposit. The Renter shall comply with current smoking ordinances of the City of Galveston and/or state law.

8. **Event / Liability Insurance.** Renter shall provide the City with a copy of its "Events / Liability insurance policy issued with a minimum of $1,000,000.00 in coverage naming the City as a certificate holder. If alcoholic beverages are to be served the policy shall include liquor liability coverage.

Renter shall provide the City with a copy of all insurance policies required by this Agreement. Any and all of Renter's vendors occupying the venue are required to comply with this insurance requirement.

9. **INDEMNIFICATION: HOLD HARMLESS. THE RENTER SHALL BE LIABLE FOR ANY PHYSICAL DAMAGES TO THE VENUE, LEGAL ACTIONS, AND/OR LOSS OF REPUTATION OR BUSINESS OPPORTUNITIES THAT THE CITY MAY INCUR AS A CONSEQUENCE OF THE ACTIONS BY THE RENTER OR ANY OF THE RENTER'S GUESTS OR ATTENDEES DURING THE RENTAL PERIOD. THE RENTER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICIALS, AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS ARISING FROM THE CONDUCT OR MANAGEMENT OF THE RENTER'S ACTIVITIES ON THE VENUE, OR FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM ANY ACT OF NEGLIGENCE OF RENTER, ITS AGENTS, CONTRACTORS, OR FOR THE ACTS OR OMISSIONS OF RENTER OR ACTS OR OMISSIONS OF OTHERS UNDER THE RENTER'S SUPERVISION OR CONTROL RELATED TO THE USE OR OCCUPANCY OF THE VENUE, INCLUDING INGRESS THERETO OR EGGRESS THEREFROM OR NEGLIGENCE OF RENTER, ITS AGENTS CONTRACTORS, RENTERS, OR INVITEES IN OR ABOUT THE VENUE.**

IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST THE CITY BY REASON OF ANY SUCH CLAIM, RENTER, UPON NOTICE FROM THE CITY, AGREES TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY.

THIS AGREEMENT IS BINDING UPON AND IS TO INURE TO THE BENEFIT OF THE PARTIES, THEIR SUCCESSORS, ASSIGNS, AND PERSONAL REPRESENTATIVES.

10. The Renter is responsible for seeing that all items brought into the venue are removed by the time the rental period ends. Any delivery and storage of Renter's property at the rental property, or at any location the City chooses, shall be at the Renter's sole risk and expense. For purposes of this Section, "Renter's property" shall include any property delivered or brought onto the venue by Renter's guests, invitees, agents or employees, or at the direction of Renter whether or not known by Renter. In addition, Renter also agrees that the City is not a bailee and is under no obligation to protect or maintain control of Renter's property or the property of any of Renter's guests, invitees, agents, employees or otherwise, for any period of time (before, during or after the rental period), and if left on the venue after the rental period the City may dispose of the property in any way it sees fit without any liability.
11. Anything that may damage any part of the historical structure of the venue, that may attract rodents and the like, are strongly adhesive, or difficult to remove, are strictly prohibited. Examples include items such as, but not limited to, nails, screws, staples or tape on any floor, wall, window, windowsill, door or ceiling; sparklers; flames, candles; birdseed; confetti (paper or metallic); glitter; sand; dance powder; or smoke machines.
    A. Acceptable decorative material includes flower petals, potpourri, bubbles (exterior), flameless candles, and floral wire. Exceptions to acceptable decorative materials may only be approved by the Executive Director of Parks, Recreation and Community Outreach, or their designee.
    B. Exceptions granted shall be described in writing on the *Application* form.
12. **Additional Amenities or Services**: The Parties have reviewed the *Application form* attached hereto, dated and initialed by the Parties. Any additional amenities or services, including decorations on the form are incorporated for all intents and purposes to this Agreement.
13. **Permits:** The Renter shall obtain all necessary permits required, applicable, or are associated with the use by Renter during the rental period at the venue.

THE CITY RESERVES THE RIGHT TO STOP ANY EVENT IN NON-COMPLIANCE OF ANY PORTION OF THIS AGREEMENT.

This agreement is between the parties designated in this agreement and may not be assigned. This agreement may only be modified in writing signed by the respective parties.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County, Texas.

Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby but instead shall be enforced to the maximum extent permitted by law.

Acknowledgement: By signing this Venue Rental Agreement, I acknowledge that I have read, reviewed, and understand the requirements and its obligations of this Agreement. This agreement shall become effective upon execution by both parties.

Rental of the Garten Verein facility does not include exclusive use of any portion of Kempner Park. The park is open to the public and renters cannot block off any portion or prevent the public from utilizing the park or associated parking lot. All park rules and regulations stated in Chapter 26 of the City Code apply. Any outside use of the park is subject to a Special Event permit and subsequent applications, approvals, and fees.

AGREEMENT

I,_____ of the _____
Name of Individual Applicant *Name of the Group/Organization*

am familiar with the rules, regulations, and terms listed above, regarding use by the public of the City of Galveston Garten Verein facility and agree on behalf of the group/organization to abide by all provisions thereof. I, furthermore, agree to be responsible and liable on behalf of the group/organization, for any damages, including excessive cleaning being required, as a result of our use.

Signature_____ Date _____

Rates and additional fees are as follows:

	Daily Rate (10 hours)	Hourly Rate
Monday - Thursday	$2,000.00	$200.00
Friday	$3,500.00	$350.00
Saturday	$5,000.00	$500.00
Sunday	$3,000.00	$300.00

Additional Fees *(if applicable)*	
Loudspeaker Permit	$75.00 - $150.00
Special Event Permit	$200.00
Additional Hours *(availability determined 30 days from event)*	Hourly rate

Cancellations:

90 days or more from reservation:	Full Refund of any paid deposit or rental fees
90 – 45 days from reservation:	-$100 from deposit, Full Refund of any paid rental fees
45 – 15 days from reservation:	-$100 from deposit, 50% Refund of any paid rental fees
15 days or less from reservation:	-$100 from deposit, 25% Refund of any paid rental fees

THIS APPLICATION GRANTS NO PRIVILEGES UNTIL VALIDATED AND RETURNED TO YOU.
THIS SCHEDULE, IF APPROVED, IS FIRM AND CANNOT BE CHANGED WITHOUT DEPARTMENT APPROVAL IN ADVANCE.

---------- **Staff Use Only** ----------

Date COG Received: _____ Received by: _____

Approved by: _____ Date Approved: _____

Disapproved by _____ Date Disapproved: _____

Total Fees: _____ Due By: _____

Deposit: _____ Paid Date: _____

Refund Amount: _____ Refund Issued Date: _____

Additional Remarks: _____

City of Galveston

FLEET, MASS TRANSIT & SPECIAL EVENTS
STAFF REPORT

Date March 18, 2025

To: City Manager
Mayor and City Council Members

From: David Smith, Executive Director
Fleet, Mass Transit and Special Events

Project location: N/A

Project: OEM Vendors - Chrysler/Dodge
Parts & Service Contracts - Formal Bid Process

Request: Consider for the approval of the original equipment manufacturer (OEM) auto parts and repair service contracts to League City Chrysler/Dodge, who was the responding bidder that conformed to the specifications in formal bid #25-08 and authorize the City Managers staff to execute the contracts upon final approval by the City Attorney.

Prior Council Action
No prior actions on this item.

Background

A. The Municipal Fleet Facility is requesting contracts for the purchasing of OEM auto parts and services for city units. In the past, these companies were considered sole source. Regulations have changed and we are now required to utilize the formal bidding process even though the market is limited for OEM products and services.

B. Specifications were created identifying utilized OEM parts and services which mirror the fleet makeup. The formal bid process was completed.

C. One vendor responded that complied and met the specifications to their respected manufacture (make). Several within our vicinity were contacted by phone. (Big Star, League City C/D)

D. See the attachments for information related to the vendor and annual estimated cost amount.

The city fleet consists of 621 fleet vehicles, divided into 114 different classifications (light, medium and heavy duty).

E. Some of the recommended dealers cover other OEM manufacturers.

F. Having authorized bid contracts in place allows the repairs to be conducted faster, which reduces fleet downtime.

G. The Fleet Facility has non-OEM part suppliers already under contract for other parts, supplies and service repairs (through the formal bidding process).

H. The term for this contract is three (3) years with the ability to extend an additional two (2) years. The city can cancel this contract for any reason that best serves the public interest.

I. The scope is for the purchasing of parts and services ordered by the city. The vendor does not designate what purchases are made during the fiscal year. The annual estimation amounts may not be achieved, resulting in a lower extended cost (depending on equipment and the economy).

Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Garage Parts and Outside Repairs Account Other accounts
Cost	The total estimated annual cost is $75,000
Escalation	As per contract, years 4 and 5 with approval
Savings Estimation	Will help reduce unit repair costs and reduce downtime

Alternatives

A. Approve the recommendation.

1. Cost - estimated around $75,000 annually.
2. Timing - contracts are needed as soon as possible.
3. Departmental Improvements - will provide the city with parts and services at the lowest price and will reduce fleet downtime.

B. Do not approve the recommendation.

1. Cost - estimated to exceed $75,000 annually.
2. Timing - purchases made on an *as needed basis.*
3. Departmental Improvements - will provide the city with a parts and services at an increased price and will increase fleet downtime.

Staff Recommendation

Concur in *Alternative A* and approve allowing the original equipment manufacturer (OEM) auto parts and repair service contracts to League City Chrysler/Dodge, who was the responding bidder that conformed to the specifications in formal bid #25-08 and authorize the City Managers staff to execute the contracts upon final approval by the City Attorney.

Attachments

Ct	OEM Vendor	Fleet Classification	Info Code	EST Annual Amount
1	League City Chrysler/Dodge	Chrysler, Dodge, Ram	5829	$ 75,000
				$ 75,000

BID 25-08 **Supplemetal OEM PARTS AND SERVICE**

Monday, February 24 2025 @ 10 a.m.

Bids Opened By: Ja'Nice Lockett

OFFEROR	League City Crysler Dodge
Received Date and Time	11/14/2024 10:26:36 AM
	Received Document (Y/N)
Responsive?	Y
Appendix A - Solicitation Document w/ signature	Y
Appendices B, C, D, E, F, G	Y
Federal Clauses	Y
Price Sheets	Y
PRICING	
OEM DODGE CHRYSLER EQUIPMENT	
BIDDER	**League City Crysler Dodge**
LABORE RATE | PER JOB	**150**
MATERIALS / WASTE DISPOSAL SHOP FEE PER JOB	**10% of labor- max $75**
WARRANTY PERIOD PER JOB	**2years/unlimited miles**
PARTS MARK UP PERCENTAGE	**list %30**
OTHER CHARGE COSTS NOT LISTED	**-**

City of Galveston

FLEET, MASS TRANSIT & SPECIAL EVENTS
STAFF REPORT

Date March 18, 2025

To: City Manager
Mayor and City Council Members

From: David Smith, Executive Director
Fleet, Mass Transit and Special Events

Project location: N/A

Project: OEM Vendors - Ford, Chevy, Toyota Parts & Service Contracts - Formal Bid Process

Request: Consider for the approval of the original equipment manufacturer (OEM) auto parts and repair service contracts to Classic Autoplex, who was the responding bidder that conformed to the specifications in formal bid #25-06 and authorize the City Managers staff to execute the contracts upon final approval by the City Attorney.

Prior Council Action
No prior actions on this item.

Background

A. The Municipal Fleet Facility is requesting contracts for the purchasing of OEM auto parts and services for city units. In the past, these companies were considered sole source. Regulations have changed and we are now required to utilize the formal bidding process even though the market is limited for OEM products and services.

B. Specifications were created identifying utilized OEM parts and services which mirror the fleet makeup. The formal bid process was completed.

C. One vendor responded that complied and met the specifications to their respected manufacture (make). Several within our vicinity were contacted by phone. (Cook, DeMontrond)

D. See the attachments for information related to the vendor and annual estimated cost amount.

The city fleet consists of 621 fleet vehicles, divided into 114 different classifications (light, medium and heavy duty).

E. Some of the recommended dealers cover other OEM manufacturers.

F. Having authorized bid contracts in place allows the repairs to be conducted faster, which reduces fleet downtime.

G. The Fleet Facility has non-OEM part suppliers already under contract for other parts, supplies and service repairs (through the formal bidding process).

H. The term for this contract is three (3) years with the ability to extend an additional two (2) years. The city can cancel this contract for any reason that best serves the public interest.

I. The scope is for the purchasing of parts and services ordered by the city. The vendor does not designate what purchases are made during the fiscal year. The annual estimation amounts may not be achieved, resulting in a lower extended cost (depending on equipment and the economy).

Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Garage Parts and Outside Repairs Account Other accounts
Cost	The total estimated annual cost is $200,000
Escalation	As per contract, years 4 and 5 with approval
Savings Estimation	Will help reduce unit repair costs and reduce downtime

Alternatives

A. Approve the recommendation.

1. Cost - estimated around $200,000 annually.
2. Timing - contracts are needed as soon as possible.
3. Departmental Improvements - will provide the city with parts and services at the lowest price and will reduce fleet downtime.

B. Do not approve the recommendation.

1. Cost - estimated to exceed $200,000 annually.
2. Timing - purchases made on an *as needed basis.*
3. Departmental Improvements - will provide the city with parts and services at an increased price and will increase fleet downtime.

Staff Recommendation

Concur in *Alternative A* and approve allowing the original equipment manufacturer (OEM) auto parts and repair service contracts to Classic Autoplex, who was the responding bidder that conformed to the specifications in formal bid #25-06 and authorize the City Managers staff to execute the contracts upon final approval by the City Attorney.

Attachments

Ct	OEM Vendor	Fleet Classification	Info Code	EST Annual Amount
1	Classic Autoplex	Ford, Chevrolet, Toyota Fleet	133286	$ 200,000
				$ 200,000

BID 25-06 **ADDITIONAL OEM PARTS AND SERVICE**

Tuesday, March 2025 @ 10 a.m.

Bids Opened By: Ja'Nice Lockett

OFFEROR	Classic Autoplex
Received Date and Time	2/26/2025 14:27
	Received Document (Y/N)
Responsive?	Y
Appendix A - Solicitation Document w/ signature	Y
Appendices B, C, D, E, F, G	Y
Federal Clauses	Y
Price Sheets	Y
PRICING	
OEM CHEVORLET	
BIDDER	**CLASSIC AUTOPLEX**
LABORE RATE | PER JOB	**150**
MATERIALS / WASTE DISPOSAL SHOP FEE PER JOB	**9.99**
WARRANTY PERIOD PER JOB	**2 years/unlimited miles**
PARTS MARK UP PERCENTAGE	**list %30**
OTHER CHARGE COSTS NOT LISTED	**-**
OEM FORD EQUIPMENT	
BIDDER	**CLASSIC AUTOPLEX**
LABORE RATE | PER JOB	**150**
MATERIALS / WASTE DISPOSAL SHOP FEE PER JOB	**9.99**
WARRANTY PERIOD PER JOB	**2 years/unlimited miles**
PARTS MARK UP PERCENTAGE	**list %30**
OTHER CHARGE COSTS NOT LISTED	**-**
OEM TOYOTA	

BIDDER	**CLASSIC AUTOPLEX**
LABORE RATE | PER JOB	**150**
MATERIALS / WASTE DISPOSAL SHOP FEE PER JOB	**9.99**
WARRANTY PERIOD PER JOB	**1 years/12,00 miles**
PARTS MARK UP PERCENTAGE	**list %20**
OTHER CHARGE COSTS NOT LISTED	**-**

City of Galveston

FLEET, MASS TRANSIT & SPECIAL EVENTS
STAFF REPORT

Date March 18, 2025

To: City Manager
Mayor and City Council Members

From: David Smith, Executive Director
Fleet, Mass Transit and Special Events

Project location: N/A

Project: Unit Purchase – Lenco Armored Vehicles

Request: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock (GPD SWAT Response Vehicle) and associated equipment from Lenco Armored Vehicles through HGAC Buy Co-op for a total price of $345,847.00 and authorize the City Managers staff to execute the contract upon final approval by the City Attorney.

Prior Council Action
No prior actions on this item.

Background

A. Funding for the replacement of 1132 has been located. GPD Captain Sims has been working on a project to purchase a new SWAT Bearcat replacing unit 1132 which is a 2008 MRAP.

B. 1132 has been flagged by the Vehicle Replacement Program and will be returned to the Military Surplus operation after retirement.

C. The Vehicle Replacement Program scores vehicles by analyzing their age, mileage and operational costs and flags equipment that has reached preset limitations for its classification.

D. Additional new equipment will be added by the dealer to the new vehicle that was identified in the specification process as requested by the department.

E. HGAC Buy is a cooperative purchasing organization that the city is a member of that performs large procurement bid packages for local governments. The contract number is AM10-23.

F. The requested vehicle description, price breakdown, assignment and the estimated delivery period are listed below.

G. The extended purchase price for this package is $345,847.00.

Fiscal Impact Report

QUOTE	REPLACES UNIT	DESCRIPTION	DEPT	EST DELIVERY	FUND	QUOTE
A	1132	Ford F550 Bearcat	Police	May-26	Fed Seized Funds	$345,847.00
					EXTENDED TOTAL	$345,847.00

Alternatives

A. The City Council approves the purchase.

1. Cost - $345,847.00 (Account 1811-211425-564117-421000)
2. Timing - Delivery period listed above.
3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet maintenance costs and will improve efficiency.

B. The City Council does not approve the purchase.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase maintenance costs and efficiencies will be reduced.

Staff Recommendation

Concur in Alternative A and approve allowing the Fleet Facility to purchase the listed rolling stock (GPD SWAT Response Vehicle) and associated equipment from Lenco Armored Vehicles through HGAC Buy Co-op for a total price of $345,847.00 and authorize the City Managers staff to execute the contract upon final approval by the City Attorney.

Attachments



G3 Example Only, Not Actual Vehicle

LENCO ARMORED VEHICLES
Protecting Our Nation's Defenders™
10 Betnr Industrial Drive - Pittsfield, MA 01201
PH: 413-443-7359 - FAX: 413-445-7865

Quotation 109236

Customer Code: GVLTX
Quotation Date: 03/10/25
Lenco Tax ID#: 04-2719777

Bill To	Ship To
Galveston Police Department 601 54th St. Galveston, TX 77573 USA	Customer Pick-Up 10 Betnr Industrial Drive Pittsfield, MA 01201 USA

Payment Terms	Shipping Terms	Ship Via
Payment Upon Pick-up	FOB: Origin	Customer Pick-up
Estimated Completion	**Lenco Contact**	**Inspection & Acceptance**
18 Months (+ or -) ARO	Daniel Besemer	At Lenco's Facility, Pittsfield, MA

Item:	Product #	Qty	Unit Price	Total
Vehicle configuration	3748			
Lenco BearCat	BC55003-BASE	1	$264,310.00	$264,310.00
Options:				
LED Red and Blue	LED_RED_BLUE	1		
Lusterless Urban Green	LUSTERLESS_URBAN_GREEN	1		
G3 Core Package	G3CORE	1	$96,537.00	$96,537.00
Package Discount	DISC	1	-$15,000.00	-$15,000.00
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFFRD	1		
Diesel Engine, 6.7L Turbo	BCDLEN	1		
4-Door Configuration	BC4DR	1		
(1) 7" Vertical GunPort Upgrade	BCGP7	8		
Rear A/C - Heating System: High Capacity Upgrade	BCHACUP	1		
Hydraulic Front Mounted Receiver with Ram Post and Plate	BCHYDRAM	1		
Draco Prep Package	BCDRACOPREP	1		
Roof Mounted Remote Control Spot Light - LED	BCSLLED	2		
High Intensity Driving Lights in Front Bumper	BCHIDL	1		
Battery Trickle Charger	BCTC	1		
Intercom System Inside to Outside	BCINT	1		
Configuration Subtotal:				**$345,847.00**
Lenco BearCat	G3CORE	1	$345,847.00	$345,847.00
Net Total				**$345,847.00**

Notes:

H-GAC – Ambulances, EMS, and Other Special Service Vehicles
Contract Number: AM10-23
Current Option Period End Date: September 30, 2027

WARNING: Information Subject to Export Control Laws

The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 60 days.

ACCEPTANCE OF PROPOSAL

Authorized Signature: _____
Please sign and return

Authorized Signature: Daniel Besemer
Daniel Besemer

Thank you

LENCO ARMORED VEHICLES

Protecting Our Nation's Defenders™

Cooperative Purchasing Contracts

Lenco Direct Cooperative Contracts

1. GSA Federal Acquisition Service – Multiple Award Schedule

Contract Number: GS-07F-169DA
Current Option Period End Date: August 22, 2026
Important Links:
Lenco GSA eLibrary Link

1122 Program Link

2. H-GAC – Ambulances, EMS, and Other Special Service Vehicles

Contract Number: AM10-23
Current Option Period End Date: September 30, 2027
Important Links:
HGACBuy Contract Link

3. North Carolina Sheriff's Association (NCSA) – Fire/EMS/Law Enforcement Specialty Vehicles

Contract Number: 25-05-0521
Current Option Period End Date: June 17, 2025
Important Links:
NCSA Contract Link

4. Howard County, MD Office of Procurement and Contract Administration – New Vehicles, Class 1 – 7

Contract Number: 4400004548
Current Option Period End Date: June 30, 2025
Important Links:
Howard County, MD Current Awards and Contracts Link

Current Contracts Link

5. State of Iowa – Specialty Vehicles: Armored Rescue Vehicle

Contract Number: 005-RFB-0437-2023 / 23202A
Current Option Period End Date: August 31, 2025
Important Links:
Iowa Department of Administrative Services Link

Lenco Reseller Cooperative Contracts

(Call for details.)

6. US Communities (OMNIA Partners) – Public Safety & Emergency Preparedness

Contract Number: 4400008468
Current Option Period End Date: September 30, 2024
Lead Agency: County of Fairfax, Virginia
Lead Contractor: Safeware, Inc.
Important Links:
US Communities / OMNIA Partners Contract Link

7. Sourcewell – Public Procurement Cooperative Purchasing: Public Safety and Emergency Management
Contract Number: 080922-SAF
Current Option Period End Date: October 7, 2027
Lead Contractor: Safeware, Inc.
Important Links:
Sourcewell Public Safety and Emergency Management Contract

8. US Communities (OMNIA Partners) – Public Safety & Emergency Preparedness

Contract Number: 4400008495
Current Option Period End Date: September 30, 2024
Lead Agency: County of Fairfax, Virginia
Lead Contractor: Mallory Safety and Supply, LLC
Important Links:
US Communities / OMNIA Partners Mallory Contract Link

9. New Jersey Cooperative Purchasing Alliance (Bergen County Co-Op) – Catalog / SWAT Equipment

Contract Number: BC-Bid-#21-55 (COOP)
Current Option Period End Date: December 3, 2024
Lead Agency: County of Bergen, NJ
Lead Contractors: Tomahawk Strategic Solutions
Important Links:
Bergen County Co-Op Contract Link

10. TIPS - The Interlocal Purchasing System

Contract Number: 210907 (Automobiles)
Current Option Period End Date: November 30, 2024
Important Links:
TIPS - The Interlocal Purchasing System

11. TX SmartBuy - Vehicle 5501
Contract Number: 070-M1 / IFB 304T-23T070A1
Current Option Period End Date: November 30, 2024
Important Links:
TX SmartBuy Contracts Link

Designer and Manufacturer of Tactical Armored Security Vehicles
10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865
www.LencoArmor.com · e-mail: Info@LencoArmor.com

City of Galveston

Municipal Garage Facilities

Light Duty Vehicle Purchase Request COG 2671-1

Please type in your answers in the green areas, save and return. The answer column is "drop down" select.

Vehicle model requested	F550 BC
Quantity	1

Will your requested vehicle(s) be used for any of the following;

	Answer
Towing of trailers or any other equipment	Yes
Transporting items which require a truck bed due to size and/or weight	Yes
Surveillance activates	Yes
Long idling activities (running of warning lights)	Yes
Emergency code 2 or 3 activities	Yes
Pre and post storm activities	No
Transporting of four (4) persons or more	Yes
Rough terrain transportation which includes the need for high clearance	Yes
* Can it be considered that your requested vehicle by a Hybrid type vehicle?	No
* Can it be considered for your requested vehicle to be a smaller model vehicle?	No

Funding source? (Capital Outlay / Budget amendment …)

GPD SWAT Response Vehicle

Brief description of what vehicle(s) will be utilized for?

SWAT Activity

Requesting Department Head

Chief Balli

The Department Head making the vehicle request must be ready to explain the above answers to the City Council upon request.

Equipment Company : GALVESTON CITY FLEET FACILITY

Unit Number : 1132

Company:	001
Unit Number:	1132
Year:	2008
Make:	INTERNATIONAL : INTERNATIONAL TRUCKS
Model:	DT 530 ST : DT 530 ST
Color:	GREEN : EQUIPMENT COLOR: GREEN
Location:	SITE L
Meters:	M: 11235;
License:	NA
Title:	NA
Serial Number:	1HTWEADR28J699134
Employee:	MOTOR POOL : MOTOR POOL - VARIOUS OPERATORS
Shop:	01 : GALV CITY GARAGE SHOP
Site:	103 : JUSTICE CENTER PARKING SITE - 601 54TH, GALVESTON TX
APWA Class:	670D8K : TRUCK TRACTOR D CLASS 8 LAWM SE
Department:	POLSPE : POLICE-SPECIAL USE 211413
EAC:	24
Aquire Date:	09/12/2013
Aquire Cost:	0.00
Service Date:	09/25/2013
Life Expectancy (Months):	96
Dispose Date:	
Dispose Cost:	0.00
Dispose Status:	
Trans Size:	AOD 5SP
Engine:	8.7L ENGIN
Tire Size 1:	395/85R20
Tire Size 2:	SAME
GVW:	37000
Fuel Types:	D,,
Keys:	4578,N/A
Misc:	9134
Bill Code:	2
Comment1:	POLICE ARMORED RESPONCE SWAT MAXXPRO
Comment2:	
Comment3:	

Galveston Police Department

OFFICE OF THE CHIEF
STAFF REPORT

Date: March 27, 2025

To: City Manager, Brian Maxwell
Honorable Mayor and City Council Members

From: Doug Balli, Galveston Police Department, Chief of Police

Project location: N/A

Project: Police Armored Vehicle - Lenco Bearcat

Request: Consider for approval to purchase a Police Armored Vehicle – Lenco BearCat utilizing H-GAC Ambulances, EMS, and Other Special Service Vehicles Contract number: AM10-23 (Current option period end date: 9-30-27)

Prior Council Action - none

Background

The City of Galveston and surrounding communities face numerous significant threats to their residents and critical infrastructure. These threats, such as terrorism, violent crime and mass shootings require our first responders to be constantly prepared for any critical incidents that may occur in the area.

The Galveston Police Department SWAT Team is responsible for responding to all incidents that exceed the capability of patrol within our jurisdiction, including terrorist attacks, hostage situations and mass shooting incidents. To better prepare for such incidents, the Galveston Police Department maintains a highly trained SWAT Team to respond to all high-risk and critical call outs that occur within the county and beyond neighboring counties. For the team to effectively carry out our mission; to protect the citizens and critical infrastructure of the region, we must have sufficient equipment to do the job. Though we have the training and experience to protect against, mitigate the effects of, respond to and recover from such events, we lack suitable equipment to sustain our capabilities to do so. Currently, we lack access to a response vehicle capable of meeting our needs for responding to catastrophic incidents such as mass

terrorist attacks, performing rescues in adverse conditions or for protecting the team and civilians from ballistic attacks.

This vehicle offers hardened walls and blast proof windows that protect passengers from the types of ballistic and projectile threats seen in recent terrorist attacks, allowing our team to deploy directly into hot zones to respond to ongoing emergencies. On top of this, the vehicle offers 4-wheel drive capability, run-flat tires and the potential to reach highway speeds, helping us to respond to calls throughout our entire jurisdiction quickly in all road conditions. These capabilities will allow us to work off-road when responding to mutual aid calls in more rural and remote areas, while still allowing us to respond quickly to incidents that occur in the more densely populated streets of the communities of Galveston. The off-road capabilities, along with the vehicle's heightened ground clearance, will enable us to maneuver over road debris in the aftermath of natural disasters such as hurricanes and flash floods and to navigate area roadways prone to coastal flooding. The vehicle can carry up to 12 operators in full tactical gear and can fit up to 20 civilians in need of rescue or evacuation from violent incidents or natural disasters.

In addition to protecting officers and civilians from ballistic attack, the Rescue and Response Vehicle will also increase our cooperative efforts with other area first responders, improving our ability to respond to terrorist attacks, natural disasters, or other mass casualty events. With this vehicle, we will be able to provide better protection while EMS units attempt to treat the wounded in volatile areas. The vehicle's various features will also allow us to work with paramedics and area fire units in performing rescues in adverse conditions, such as during hurricanes when standard emergency response vehicles aren't able to deploy due to high winds, or in the storms' aftermath when our fire trucks and ambulances aren't able to access affected areas due to flooding or debris.

Considering recent incidents in the United States involving active shooter suspects attempting to detonate explosive devices, our ability to utilize a vehicle capable of protecting our operators from explosive and ballistic threats while allowing us to work on disposing explosive material more effectively could not be more important to LETPA efforts. Additionally, the vehicle can also support LETPA efforts by acting as a mobile means of target hardening. Due to its many protective features, the vehicle can be used to protect outdoor events from the type of vehicle-based attacks that have been seen both domestically and internationally over the past several

years. As such terrorist incidents can be the work of either individual extremists or larger organizations, these LETPA capabilities can be used to combat lone wolf attacks as well as to disrupt Complex Coordinated Terrorist Attacks (CCTAs).

SWAT has jurisdiction throughout the City of Galveston, a 211.72 square mile municipality with 53,695 residents. Through mutual aid agreement, the team is also responsible for responding to all critical incidents taking place anywhere within Galveston County, an 874 square mile region with a growing population of 350,682 residents.

There are numerous critical infrastructure points in and around the City of Galveston that this vehicle could protect from terrorist attacks or other threats. This includes:

- The University of TX Medical Branch has 3,169 students on a 350-acre campus.
- Texas A&M, Galveston has 2,324 students on a 135-acre campus.
- Galveston College has 2,400 students on 2 city campuses.
- The city has 21 schools, with 2 high schools, 4 middle schools, 6 elementary schools, 3 charter schools and 6 private schools.
- John Sealy Hospital is a 550-bed teaching facility with a level I trauma center and radiology equipment.
- Scholes International Airport is a 966-acre facility with 2 runways.
- The Port of Galveston has 39 piers and includes both cargo and cruise terminals.
- The Port of Texas City ships over 52 million tons of cargo per year and is a major hub for oil and gas products.
- The Galveston National Laboratory is a biocontainment facility that serves as one of the only biosafety level 4 facilities in the nation.

SWAT has been involved in numerous high-risk callouts that show this jurisdiction's vulnerability. This includes a number of barricaded gunmen and hostage incidents that forced the team to approach isolated buildings and to engage in prolonged standoffs with armed individuals, taking part in relief missions during and in the immediate aftermath of natural disasters, such as the flooding that hit the city during Hurricane Harvey in 2017, and responding to active shooter incidents such as the May 2018 mass shooting at a county high school which killed 10 people and wounded 10 others. Such events show the need for our area to obtain an

up-to-date rescue vehicle that offers protection from ballistic and explosive threats to protect our operators and civilians.

The only vehicle the team currently has access to when performing tactical operations is an eighteen year old military surplus MRAP. While this vehicle does provide our team with protection from ballistic and explosive threats, the vehicle currently suffers from electrical issues, which forces it out of service, reducing the MRAPs effectiveness as a rescue vehicle and forcing us to utilize alternate resources to help civilians trapped in automobiles during recent flooding events.

Considering the recent terrorist attacks and mass shooting incidents in such places as Colorado Springs, San Bernardino, Orlando, Las Vegas and Parkland, this lack of capability fails to prepare our team to respond to and protect our citizens from the type of serious threats that could face our city at any time.

Fiscal Impact Report

- **Funding Source For cost of the less lethal munitions and diversionary devices:** Police Department budget and/or seized funds

- **Total Cost: $345,847.00**

Alternatives:

Alternative A: Approve to purchase requested equipment.

Alternative B: Do not approve to purchase requested equipment.

Staff Recommendation:

Approve Alternative A so the needed item will be available.

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MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Lenco Industries, Inc., hereinafter referred to as the Contractor, having its principal place of business at 10 Betnr Industrial Drive, Pittsfield, MA 01201.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

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subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

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considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD
This Master Agreement shall be performed during the period which begins Oct 01 2023 and ends Sep 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING
Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK
The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS
If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

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conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

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B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

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the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees

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to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

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(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

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Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

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through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent

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certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

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ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

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In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Lenco Industries, Inc.		**H-GAC**	
Signature	DocuSigned by: Rob Weisberger 22361965AD3D478...	Signature	DocuSigned by: 82EC270D5D61423...
Name	Rob Weisberger	Name	Chuck Wemple
Title	Contracting & Sales Admin Spec.	Title	Executive Director
Date	10/18/2023	Date	10/23/2023

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MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

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offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

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a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

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a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

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1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ''Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

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CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

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Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of $250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

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with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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Attachment A
Lenco Industries, Inc.
Ambulances, EMS & Special Service Vehicles
Contract No.: AM10-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category C - Other Specialty Vehicle or Equipment		
Lenco Industries, Inc	**BearCat G2**	BearCat G2 Armored Tactical Vehicle, F-550 chassis, 131" WB	$ 213,514.89	6%
Lenco Industries, Inc	**BearCat G3**	BearCat G3 Armored Tactical Vehicle, F-550 chassis, 131" WB, Off-Road Edition	$ 250,704.26	6%
Lenco Industries, Inc	**BearCat G3M**	BearCat G3 Armored Tactical Vehicle, F-550 chassis, 131" WB, Off-Road Edition, severe duty package, CTIS compatible	$ 296,217.02	6%
Lenco Industries, Inc	**MedCat G2**	MedCat G2, Armored emergency response vehicle, F-550 chassis, 131" WB, MedEvac edition	$ 240,990.43	6%
Lenco Industries, Inc	**MedCat G3**	MedCat G3, Armored emergency response vehicle, F-550 chassis, 131" WB, MedEvac Off-Road edition, (2) litter design	$ 278,179.79	6%
Lenco Industries, Inc	**BearCat G3 Advanced Rescue**	BearCat G3 Advanced Rescue, Armored emergency response vehicle, F-550 chassis, 131" WB, MedEvac Off-Road edition, (4) litter design	$ 341,124.47	6%
Lenco Industries, Inc	**BearCat X3**	BearCat X3, Armored tactical vehicle, F-550 chassis, 131" WB, Pick-up edition	$ 259,063.83	6%
Lenco Industries, Inc	**BearCat X3M**	BearCat X3, Armored tactical vehicle, F-550 chassis, 131" WB, Pick-up edition, severe duty package; CTIS compatible	$ 293,451.06	6%
Lenco Industries, Inc	**BearCat X3 FireCat**	BearCat X3 FireCat, Armored emergency response vehicle, F-550 chassis, 131" WB, Pick-up Fire Response Edition	$ 358,957.45	6%
Lenco Industries, Inc	**BearCat G2 EOD**	BearCat G2 EOD, Armored emergency response vehicle, F-550 chassis, 131" WB, Bomb Disposal edition	$ 252,663.83	6%
Lenco Industries, Inc	**BearCat G3 EOD**	BearCat G3 EOD, Armored emergency response vehicle, F-550 chassis, 131" WB, Bomb Disposal Off-Road edition	$ 280,491.49	6%
Lenco Industries, Inc	**BearCat VIP**	BearCat VIP, Armored tactical security vehicle, F-550 chassis, 131" WB, SUV Edition	$ 280,296.81	6%

DocuSign Envelope ID: FCBA4C6B-FD81-45AC-B6ED-955241028BDA

Ambulances, EMS & Special Service Vehicles

Request For Proposal
HGACBuy/Cooperative Purchasing Program
Project ID: AM10-23
Release Date: Friday, June 9, 2023
Due Date: Thursday, August 10, 2023 12:00pm
Posted Friday, June 9, 2023 7:00am
Bid Unsealed Thursday, August 10, 2023 12:03pm
Pricing Unsealed Thursday, August 10, 2023 12:03pm
All dates & times in Central Time

3. Scope of Work / Specifications

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

3.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Ambulances, EMS and Other Specialty Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available ambulances, emergency medical response and specialty vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories.

3.2. Categories

This Solicitation is divided into ten (10) separate but related product categories (A-J). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category G. If that specific vehicle is also available with an internal combustion engine (ICE), please list the ICE vehicle separately in the appropriate vehicle category. Category G will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

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1. **Ambulance**

   Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, Type (I, II, or III), module configurations/dimensions, chassis (make and model), 2WD/4WD, and fuel type.

2. **Light/Medium Duty EMS Rescue Vehicle**

   Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis (make and model), dimensions, 2WD/4WD, and fuel type.

3. **Other Specialty Vehicle or Equipment**

   Category includes vehicles or trailers for command, communication, tactical response, or other related emergency response functions. Response listings/descriptions must be organized by major sub-categories, which shall include manufacturer, model, type/function, chassis (make and model), axle configuration, dimensions, 2WD/4WD, and fuel type.

4. **EMS Vehicle Conversions**

   Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis, 2WD/4WD, and fuel type.

5. **Remount Services Only**

   Pricing for this service must include the cost of removing an existing body and reinstalling it on a different chassis, only. This service would apply where the chassis was supplied by the end user.
   Note: Remounting Services are to be performed by an authorized dealer/remounter. Any specific certifications or warranties that may be requested by an end user regarding remounts is the end user's responsibility and will be negotiated between the end user and the supplier/contractor when services are quoted.

6. **Remount on Contractor Supplied Chassis**

   Pricing for these items must include the cost of the chassis plus the removal and reinstallation of the body.

7. **Electric/Alternative Fuel Ambulance/EMS/Rescue Vehicles**

   Response listings must be organized by manufacturer, model, vehicle type/function, and primary fuel/propulsion type.

8. **Ambulance/EMS/Rescue Vehicle Service/Maintenance Plans**

   Response listings must include specific details about which fees are included in costs, including current labor rates, and fee structures.

9. **Ambulance/EMS/Rescue Vehicle Parts and Supplies**

   Response listing must include percentage discount.

10. **Ambulance/EMS/Rescue Vehicle Options**

    Response listing must include percentage discount.

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3.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: “Unpriced/unpublished” options cannot be quoted on the Base Pricing List and may not be sold through this contract.

3.4. Additional Requirements

Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Division of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent’s operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Division. Contractor must ensure all emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.
3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted (as per latest edition of KKK-A-1822F).
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each listing being bid.

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Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer’s warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer’s warranty which will be honored by any of the manufacturer’s authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design, materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.
6. On Type I & III emergency medical service MODULE the warranty period will be fifteen (15) years.
7. This warranty will be upgraded to its original status each time the module is remounted by Contractor, or a Contractor authorized remount facility, not to exceed five (5) years above the original warranty.
8. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
9. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

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3.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards (examples: National Fire Protection Association (NFPA), Commission on Accreditation of Ambulance Services (CAAS), Federal Specification for the Star-of-Life Ambulance (KKK-A-1822F), Occupational Safety and Health Administration (OSHA)).

3.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

3.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

3.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

Category A – Ambulance: $1,000 per purchase order

Category B – Light/Medium Rescue Vehicle: $1,000 per purchase order

Category C – Specialty Vehicle/Equipment:

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Light Rescue/Special Service	$1,000 per purchase order
Heavy Rescue/Special Service	$2,000 per purchase order
All Trailers	2% per purchase order

Category D – EMS Vehicle Conversions:	$1,000 per purchase order
Category E – Remount Services Only:	$600 per purchase order
Category F – Remount on Contractor Supplied Chassis:	$600 per purchase order
Category G –Electric/Alternative Fuel Vehicles	Determined by category of vehicle
Category H –Service/Maintenance Plans:	2% per purchase order
Category I - Ambulance/Vehicle Parts and Supplies	2% per purchase order
Category J - Ambulance/EMS/Rescue Vehicle Options	No separate fee - part of vehicle

3.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased, including Product Code, if applicable
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

City of Galveston

FLEET, MASS TRANSIT & SPECIAL EVENTS
STAFF REPORT

Date March 18, 2025

To: City Manager
Mayor and City Council Members

From: David Smith, Executive Director
Fleet, Mass Transit and Special Events

Project location: N/A

Project: Unit Purchase - Caldwell County Chevrolet

Request: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock (Municipal Utilities HD service truck) and associated equipment from Caldwell Country Chevrolet through Buy Board Co-op for a total price of $83,886.00 and authorize the City Managers staff to execute the contract upon final approval by the City Attorney.

Prior Council Action
No prior actions on this item.

Background

A. Funding for new equipment has been identified and budgeted for the listed departments.

B. These new vehicles will replace units which have been flagged by the Vehicle Replacement Program. Those units will be cleaned and auctioned off benefiting the city coffers. Some may be reclassified as pool units.

C. The Vehicle Replacement Program scores vehicles by analyzing their age, mileage and operational costs and flags equipment that has reached preset limitations for its classification.

D. Buy Board is a cooperative purchasing organization that the city is a member of that performs large procurement bid packages for local governments. The contract number is 724-23.

E. The requested vehicle descriptions, price breakdown, assignments and the estimated delivery periods are listed below.

F. The extended purchase price for this package is $83,886.00.

G. Additional equipment will be added by the dealer that was identified in the specification process as requested by the department.

Fiscal Impact Report

QUOTE	REPLACES UNIT	DESCRIPTION	DEPT	EST DELIVERY	FUND	QUOTE
A	1217	2025 Chevy 3500 HD UTL Bed	Mun Utl	3RD QUARTER (CALENDAR)	50/50 Coll/Dist	$ 83,886.00
					EXTENDED TOTAL	$ 83,886.00

Alternatives

A. The City Council approves the purchase.

1. Cost - $83,886.00
2. Timing - Delivery period listed above.
3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet maintenance costs and will improve efficiency.

B. The City Council does not approve the purchase.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase maintenance costs and efficiencies will be reduced.

Staff Recommendation

Concur in Alternative A and approve allowing the Fleet Facility to purchase the listed rolling stock (Municipal Utilities service truck) and associated equipment from Caldwell Country Chevrolet through Buy Board Co-op for a total price of $83,886.00 and authorize the City Managers staff to execute the contract upon final approval by the City Attorney.

Attachments

City of Galveston

Municipal Garage Facilities

Light Duty Vehicle Purchase Request COG 2671-1

Please type in your answers in the green areas, save and return. The answer column is "drop down" select.

Vehicle model requested	3500
Quantity	1

Will your requested vehicle(s) be used for any of the following;

	Answer
Towing of trailers or any other equipment	Yes
Transporting items which require a truck bed due to size and/or weight	Yes
Surveillance activates	No
Long idling activities (running of warning lights)	Yes
Emergency code 2 or 3 activities	No
Pre and post storm activities	Yes
Transporting of four (4) persons or more	Yes
Rough terrain transportation which includes the need for high clearance	Yes
* Can it be considered that your requested vehicle by a Hybrid type vehicle?	No
* Can it be considered for your requested vehicle to be a smaller model vehicle?	No

Funding source? (Capital Outlay / Budget amendment …)

Mun Utl Dist and Collection

Brief description of what vehicle(s) will be utilized for?

Water equipment service

Requesting Department Head

Tyson Arnold

The Department Head making the vehicle request must be ready to explain the above answers to the City Council upon request.

BuyBoard Vendor Contract Information Summary

Vendor	Caldwell Country Chevrolet
Contact	AVERYT KNAPP
Phone	979-567-1500
Email	averyt@caldwellcountry.com
Vendor Website	www.caldwellcountrychevrolet.com
TIN	87-3266036
Address Line 1	800 E Highway 21
Vendor City	Caldwell
Vendor Zip	77836
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	NET 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Vehicles, Police Motorcycles, Parts, and Maintenance Repair Services
Contract No.	724-23
Effective	12/01/2023
Expiration	11/30/2026
Accepts RFQs	Yes
Service Fee Note	Vehicle purchase orders are subject to a $400 service fee

CALDWELL COUNTRY CHEVROLET
800 HWY. 21 E. CALDWELL, TEXAS 77836

Customer:	City of Galveston	Sales Rep:	Jake Schobinger
Contact:	John Fesler	Quote#:	JS-31025-1
Phone:	409.797.3930	Date:	3/10/2025
Email:	jfesler@galvestontx.gov		Jake@USAAutomotivePartners.com

Contract: BuyBoard 724-23

Product Description: Chevrolet Silverado 3500HD Chassis

A. Bid Series: 18 — Base Price: $ 43,920.00

B. Published Options:

Code	Options	Bid Price	Code	Options	Bid Price
2025 Chevrolet Silverado 3500HD CC (CK31043) 4WD Crew Cab 177" WB, 60" CA Work Truck			PCV	WT Convenience Package	INCL
			AKO	Glass, Deep Tinted	INCL
1WT	Work Truck Equipment Group	INCL	C49	Rear Window Defogger	INCL
GAZ	Summit White	INCL	NZZ	Skid Plates	INCL
L5P	Engine, Duramax 6.6L Diesel V8	INCL	5N5	Rear Camera Kit	INCL
MGM	Transmission, 10 Speed Automatic	INCL		Remote Keyless Entry	INCL
AZ3	Seats, Front 40/20/40 Split Bench	INCL		Cruise Control	INCL
H2G	Jet Black, Vinyl Seat Trim	INCL		Power Windows	INCL
GT4	Rear Axle, 3.73 Ratio	INCL		Power Door Locks	INCL
PYW	Wheels, 17" Painted Steel	INCL		Vinyl Flooring	INCL
QZT	Tires, LT235/80R17E All Terrain	INCL			
			Published Options Total:		$ 21,230.00

Disclaimer:

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEGDE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)

Order Summary:

Exterior Color:	White
Delivery ETA:	Q2/Q3 2025
Notes:	2025MY Factory Order

C.	Upfitter: Knapheide Quote: QU-76-924650-5			$ 17,536.00
D.	Floor Plan Interest (For in-stock and/or Equipped Vehicles)			$ 800.00
F.	Lot Insurance (for in-stock and/or equipped vehicles):			$ -
G.	Delivery Charge:		Miles	$ -
H.	Subtotal:			$ 83,486.00
I.	Quantity:	1		$ 83,486.00
J.	Trade In:			$ -
K.	BuyBoard Fee (Per Purchase Order):			$ 400.00
L.	Total:			$ 83,886.00

KNAPHEIDE
SINCE 1848

Seller: Knapheide Truck Equipment Center Houston
17015 INTERSTATE 45 N
WILLIS, TX 77318-5919
www.knapheide.com

QUOTE: QU-76-924650-5

Quote Expiration: 04/09/2025

Contact(s): **Patrick Masters (Outside Sales)**
pmasters29@knapheide.com
2813818699

Customer: Caldwell Country Chevrolet

ID: 7884
Address: 800 TX-21, CALDWELL, TX 77836
PO BOX 27
CALDWELL, TX 77836-0027

Phone: 9795671500
Contact: Jake Schobinger

Terms: NET 30 DAYS
Bid Spec:

End Customer: City Of Galveston

Description: PGTD

Quote Information:

Customer Request Date:
Quote Completed Date:
# of Units: 1

Delivery Information:

Total Price Includes F.O.B.:
Ship Via:
Ship To: Caldwell Country Chevrolet
800 TX-21, CALDWELL, TX 77836
PO BOX 27
CALDWELL, TX 77836-0027

Item	Description	Quantity	Total
PACKAGE	Install PGTD-94 9' Gooseneck Platform	1.00	
35197345	Spray Line Cargo Area and Compartment Tops, 96" Service Body	1.00	
PACKAGE	(6) D-Rings Installed Evenly in Cargo Area - (2) Front, (2) Middle, (2) Rear	1.00	
PACKAGE	16" Whelen Lightbar Mounted on Headache Rack	1.00	
PACKAGE	Install 21k Hitch & 7-Way	1.00	
PACKAGE	Install (4) Amber/Blue LED Flashers - (2) Front, (2) Rear	1.00	
Total does not include any applicable taxes or transportation charges unless specifically noted herein:		**Subtotal:**	**$17,536.00**
		Total:	**$17,536.00**

Customer PO

Total Price

Additional Notes: INSTALL PGTD ON CHEVY CREW CAB 3500 60CA DRW DIESEL 4X4, 6 TIE DOWNS IN CARGO EVEN SPACED 2 FRONT 2 MIDDLE 2 REAR, AMBER MINI LIGHT BAR WHELEN MOUNTED TO HEADACHE RACK, SPRAY IN LINER TO CARGO, SIDES AND COMPARTMENT TOPS, HITCH AND 7 WAY, AMBER/BLUE LED FLASHERS (2) FRONT, (2) REAR, QC AND INSPECT.

Credit Card Policy: We do not accept credit cards for payment of any order in excess of $3,000.00. For other orders, we do accept MasterCard, American Express,Visa and Discover cards for payment.

Cancellation Policy: Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Seller) and upon cancellation of installation

Payment Policy: Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Pricing Policy: Price Quotation is good on orders received through the expiration date. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote

acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

Return Policy: All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Truck Equipment Center Houston terms and conditions as stated above.

Customer Signature	Print Name	Title	Date

Dealer Code	Dealership	Location

VIN

If the chassis is customer supplied, Knapheide may require a chassis spec sheet

City of Galveston

FLEET, MASS TRANSIT & SPECIAL EVENTS
STAFF REPORT

Date March 18, 2025

To: City Manager
Mayor and City Council Members

From: David Smith, Executive Director
Fleet, Mass Transit and Special Events

Project location: N/A

Project: Unit Purchase - Silsbee Ford

Request: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock (Construction Division service truck) and associated equipment from Silsbee Ford through TIPS Co-op for a total price of $57,263.25 and authorize the City Managers staff to execute the contract upon final approval by the City Attorney.

Prior Council Action
No prior actions on this item.

Background

A. Funding for new equipment has been identified and budgeted for the listed department.

B. Unit 1555 was involved in an auto accident and was classified as a total loss by TML insurance. TML compensated the city $5,750.

C. This new vehicle will be the replacement for 1555.

D. TAPS is a cooperative purchasing organization that the city is a member of that performs large procurement bid packages for local governments. The contract number is 240901.

E. The requested vehicle descriptions, price breakdown, assignments and the estimated delivery periods are listed below.

F. The extended purchase price for this package is $57,263.25.

G. Additional equipment will be added by the dealer that was identified in the specification process as requested by the department.

Fiscal Impact Report

QUOTE	REPLACES UNIT	DESCRIPTION	DEPT	EST DELIVERY	FUND	QUOTE
A	1555	2025 Ford F150 CC 4X4	Construction	3rd Qt Calendar Year	Ins + Construction Veh Rpl	$57,263.25
					EXTENDED TOTAL	$57,263.25

Alternatives

A. The City Council approves the purchase.

1. Cost - $57,263.25
2. Timing - Delivery period listed above.
3. Divisional Improvements - Will provide the city with needed equipment to perform duties. Newer equipment will reduce fleet maintenance costs and will improve efficiency.

B. The City Council does not approve the purchase.

1. Cost - No additional cost at this time.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase maintenance costs and efficiencies will be reduced.

Staff Recommendation

Concur in Alternative A and approve allowing the Fleet Facility to purchase the listed rolling stock (Construction Division service truck) and associated equipment from Silsbee Ford through TIPS Co-op for a total price of $57,263.25 and authorize the City Managers staff to execute the contract upon final approval by the City Attorney.

Attachments

City of Galveston

Municipal Garage Facilities

Light Duty Vehicle Purchase Request COG 2671-1

Please type in your answers in the green areas, save and return. The answer column is "drop down" select.

Vehicle model requested	F150 4X4
Quantity	1

Will your requested vehicle(s) be used for any of the following;

	Answer
Towing of trailers or any other equipment	Yes
Transporting items which require a truck bed due to size and/or weight	Yes
Surveillance activates	No
Long idling activities (running of warning lights)	Yes
Emergency code 2 or 3 activities	No
Pre and post storm activities	Yes
Transporting of four (4) persons or more	Yes
Rough terrain transportation which includes the need for high clearance	Yes
* Can it be considered that your requested vehicle by a Hybrid type vehicle?	No
* Can it be considered for your requested vehicle to be a smaller model vehicle?	No

Funding source? (Capital Outlay / Budget amendment …)

New Construction

Brief description of what vehicle(s) will be utilized for?

Inspection and service for new construction projects

Requesting Department Head

Rob Winiecke

The Department Head making the vehicle request must be ready to explain the above answers to the City Council upon request.

Equipment Company : RETIRED FLEET

Unit Number : 1555

Company:	003
Unit Number:	1555
Year:	2011
Make:	FORD : FORD MOTOR COMPANY
Model:	F150 : F150
Color:	WHITE : EQUIPMENT COLOR: WHITE
Location:	SITE L
Meters:	M: 151104;
License:	1126992
Title:	08430141002143856
Serial Number:	1FTEX1CM7BFB59488
Employee:	MOTOR POOL : MOTOR POOL - VARIOUS OPERATORS
Shop:	01 : GALV CITY GARAGE SHOP
Site:	105 : PUBLIC WORKS PARKING SITE - 3015 MARKET, GALVESTON TX
APWA Class:	B20G1B : TRUCK PICKUP 1/2 TON G CLASS 1 GEN SE
Department:	CONSTR : NEW CONSTRUCTION 811600
EAC:	51
Aquire Date:	03/06/2012
Aquire Cost:	20596.21
Service Date:	03/30/2012
Life Expectancy (Months):	0
Dispose Date:	07/29/2024
Dispose Cost:	0.00
Dispose Status:	I
Trans Size:	AOD 6SP
Engine:	3.7L V6
Tire Size 1:	P235/75R17
Tire Size 2:	SAME
GVW:	6700
Fuel Types:	U,,
Keys:	0413X,1-58
Misc:	9488
Bill Code:	2
Comment1:	F150 SUPERCAB 6LUG
Comment2:	ATF MERCON LV
Comment3:	



PRODUCT PRICING SUMMARY

TIPS USA 240901 TRANSPORTATION VEHICLES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF GALVESTON
Prepared by: RICHARD HYDER
Contact: JOHN FESLER 409.797.3930
Phone: 409.300.1385
Email: JFESLER@GALVESTONTX.GOV
Email: RHYDER.COWBOYFLEET@GMAIL.COM
Product Description: FORD F150 CREW CAB
Date: March 17, 2025

A. **Bid Item:** 30 **A. Base Price:** $ 43,795.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
W1L	2025 F150 CREW 4X4 5.5' BED	$ 5,875.00		CRUISE	$ -
YZ	EXTERIOR WHITE	$ -		REVERSE SENSING	$ -
AS	INTERIOR GRAY VINYL	$ -		TRAILER HITCH	$ -
995	5.0L V8 GAS	$ 1,660.00	53T	TOW HAUL PACKAGE/BRAKE CONTROL	$ 785.00
101A	MID LEVEL PKG	$ -	96W	SPRAY IN BEDLINER	$ 595.00
	POWER EQUIPMENT GROUP	$ -	XL6	ELECTRONIC LOCKING AXLE	$ -
	VINYL FLOORING	$ -			
	BLUETOOTH	$ -			

Total of B. Published Options: $ 8,915.00

Published Option Discount (5%) $ (445.75)

C. **Unpublished Options**

Description	Bid Price	Options	Bid Price
RKI BLACK ALUMINUM HEADACHE RACK	$ 1,095.00	4 KEYS AND FOBS	$ 300.00
UWS BLACK ALUMINUM TOOLBOX	$ 795.00		
CODE 3 REFLEX AMBER MINI LIGHTBAR	$ 395.00		
SO MPOWER AMBER/BLUE IN GRILL X2	$ 300.00		
SO MPOWER SURFACE MT AMBER/BLUE REAR X2	$ 300.00		
LIGHTED ROCKER SWITCH	$ 4.00		
INSTALLATION	$ 1,470.00		
5LB FIRE EXTINGUISHER	$ 95.00		
RECEIVER W/ 2" BALL	$ 45.00		

Total of C. Unpublished Options: $ 4,799.00

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Contract Price Adjustment:** $ -

G. **Additional Delivery Charge:** 100 **miles** $ 200.00

H. **Subtotal:** $ 57,263.25

I. **Quantity Ordered** 1 **x H =** $ 57,263.25

J. **Trade in:** $ -

K. **Total Purchase Price** $ 57,263.25

The Interlocal Purchasing System

Purchasing Made Personal

Printed 17 February 2025

Silsbee Fleet (4 locations) 1.Silsbee Ford 2.Silsbee Toyota 3.

B U AUTOMATED VENDOR /U (DO NOT SEND PO TO TIPS) EMAIL PURCHASE ORDER TO:
sgamblin.silsbeefleet@gmail.com

PAYMENT TO		TIPS CONTACT	
ADDRESS	1396 HWY 327 E	NAME	Charlie Martin
CITY	SILSBEE	PHONE	(866) 839-8477
STATE	TX	FAX	(866) 839-8472
ZIP	77656	EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N **HUB: N**

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

Overview

FLEET VEHICLES

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
240902	Transportation Vehicle Parts and Services	11/30/2027	See EDGAR Certification Doc.
240901	Transportation Vehicles	11/30/2027	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

240901

SETH GAMBLIN	Sales	(512) 436-1313	sgamblin.silsbeefleet@gmail.com

240902

Seth Gamblin	Sales	(512) 436-1313	sgamblin.silsbeefleet@gmail.com

City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

Date March 27, 2025

To: City Manager
Mayor and City Council Members

From: Hope Dean, Information Technology, Executive Director

Project location: Impacts the Entire City **Project:**

Request:

Consider for approval the authorization to renew the subscription and premium support agreement on the City's primary data center backup solution authorizing payment to Centre Technologies for a total cost of $64,010.23 utilizing DIR CPO 4452 contract.

Prior Council Action

Cohesity was implemented in 2024

Background

In 2019, council approved the purchase of additional equipment for the city to establish a secondary data center for disaster recovery purposes. The secondary data center was established to ensure access to city infrastructure in the event of a catastrophic event at the city's primary data center on the Island. Included in that purchase was the purchase of a replacement backup and recovery solution for the City's primary data center. This solution replaced an aging backup solution that was no longer meeting the city's needs. Cohesity is premier provider in backup and disaster recovery solutions.

The solution was purchased with 3 years of subscription license fees and allows the city the ability to back up its critical data from all major software systems as well as unstructured data. The renewal provides the city one year of subscription licensing to continue use of the solution. Due to the current volatility of pricing multi year subscription pricing is not currently available.

Fiscal Impact Report

- **Funding Source.**
    - Information Technology Operating Budget

- **Total Cost.**
  $ 64,010.23

Alternatives

- Option 1 – Approve the renewal of the subscription and support agreement
- Option 2 – Do Not approve. If the city decides to not renew the agreement, we would be unable to back up critical data assets until licensing is restored.
- Option 3 - Do not approve and require staff to locate an alternative solution. During the interim and until a replacement solution was purchased, the city's critical data assets could not be backed up placing the city at risk for data loss should a catastrophic event occur.

Staff Recommendation

Option 1 – Approve the renewal of subscription licenses and support agreement

Attachments

Quote

16801 Greenspoint Park Drive
Suite 200
Houston, TX 77060
www.centretechnologies.com
(281) 506-2480

CoG - Cohesity Renewal 1-Year CoTerm (2025)

Prepared by:

Centre Technologies

Leigh Fox
on behalf of Jamie Schanbachler
(281) 741-6355
lfox@centretechnologies.com

Prepared for:

City of Galveston

Hope Dean
Ship To:
PO Box 779 823 Rosenberg
Galveston, TX 77553
(409) 797-3578
hdean@galvestontx.gov

Quote Information:

Quote #: 068931

Version: 1
Delivery Date: 03/18/2025
Expiration Date: 04/25/2025

CoG - Cohesity Renewal 1-Year CoTerm (2025)

DIR-CPO-4452
Existing Expiration 4/25/2025
2024 Customer POs: 2451337 & 2451381

Cohesity Renewal

Description		Qty	Price	Ext. Price
Current Expiration 4/25/2025 New Term Start Date: 4/26/2025 End Date: 6/2/2026 (CoTermed)				
SUB-DPRT-ULARC-TERM	**COHESITY DATAPROTECT AND UNLIMITED CLOUDARCHIVE ADD-ON SUBSCRIPTION (1 TB). BACKUP SOFTWARE FOR VIRTUAL AND PHYSICAL ENVIRONMENTS WITH ABILITY TO ARCHIVE UNLIMITED COPIES OF BACKED UP DATA TO SUPPORTED EXTERNAL ARCHIVE TARGETS. CUSTOMER MUST SEPARATELY PR** SW1716414649277, SW1680298615675	10	$551.33	$5,513.30
SUB-DATAPLAT-STD-TERM	**COHESITY DATAPLATFORM STANDARD EDITION SUBSCRIPTION (1TB). INTELLIGENT WEB-SCALE SOFTWARE FOR CONSOLIDATING SECONDARY DATA WITH MULTI-PROTOCOL ACCESS (NFS, S3 & SMB), REPLICATION, ACCESS MANAGEMENT, MONITORING, REST API, ENCRYPTION, SNAPSHOTS/CONES, GLOBA** SW1716414649317, SW1680298615710	48	$306.85	$14,728.80
SUB-DATAPLAT-STD-TERM	**COHESITY DATAPLATFORM STANDARD EDITION SUBSCRIPTION (1TB). INTELLIGENT WEB-SCALE SOFTWARE FOR CONSOLIDATING SECONDARY DATA WITH MULTI-PROTOCOL ACCESS (NFS, S3 & SMB), REPLICATION, ACCESS MANAGEMENT, MONITORING, REST API, ENCRYPTION, SNAPSHOTS/CONES, GLOBA** SW1716414649340, SW1680298615730	72	$306.85	$22,093.20
CS-P-C4600-SFP-3	**PREMIUM (24X7) SUPPORT FOR C4600-SFP-3; SUBJECT TO THE COHESITY SUPPORT MAINTENANCE TERMS AND CONDITIONS.** BAA1519CTY030	1	$2,096.39	$2,096.39

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Suite 200
Houston, TX 77060
www.centretechnologies.com
(281) 506-2480

Cohesity Renewal

Description		Qty	Price	Ext. Price
CS-P-SW-KROLL-OPC	**PREMIUM (24X7) SUPPORT FOR SW-KROLL-OPC** PR1556321388326	1	$111.84	$111.84
Current Expiration 6/2/2025 New Term Start Date: 6/3/2025 End Date: 6/2/2026				
SVC-DATAPROTECT	**COHESITY DATAPROTECT SERVICE SUBSCRIPTION (1 TB). BACKUP AND RECOVERY ACROSS ON-PREM AND CLOUD WORKLOADS. SUBSCRIPTION PER BACKEND TB.** SW1717465719777	15	$647.17	$9,707.55
SVC-REPLICA	**COHESITY REPLICA OR RETENTION SERVICE SUBSCRIPTION (1 TB). INCLUDES ABILITY TO REPLICATE DATA BACKED UP USING DATAPROTECT SERVICE TO ANOTHER COHESITY CLUSTER. SUBSCRIPTION PER BACKEND TB.** SW1717465719809	30	$241.68	$7,250.40
CS-P-C5036-10G-SFP-1	**PREMIUM (24X7) SUPPORT FOR C5036-10G-SFP-1; SUBJECT TO THE COHESITY SUPPORT MAINTENANCE TERMS AND CONDITIONS.** BDA1724CTY053	1	$945.00	$945.00
CS-P-C5036-10G-SFP-2	**PREMIUM (24X7) SUPPORT FOR C5036-10G-SFP-2; SUBJECT TO THE COHESITY SUPPORT MAINTENANCE TERMS AND CONDITIONS.** BDA2124CTY016	1	$1,563.75	$1,563.75
			Subtotal:	**$64,010.23**

Quote Summary

Description	Amount
Cohesity Renewal	$64,010.23
Total:	**$64,010.23**

This Quote is between Centre Technologies, Inc. a Texas corporation (sometimes referred to as “we,” “us,” “our,” OR “Provider”), and the Customer found on the applicable Quote (sometimes referred to as “you,” “your,” OR “Customer”). Collectively, these two entities are “the Parties”. The Quote, together with the MSA and relevant Service Attachments, forms the Agreement between the Parties. This Quote is effective as of the date the Parties sign below, (“Services Start Date”). If there is a conflict between this Quote, the Master Services Agreement, the Product Terms and Conditions, and any Service Attachment, amendment, or schedule, this Quote will control for the items in this Quote only.

The definitions and the Term are set forth in the MSA. Customer hereby acknowledges that all of the Agreements and Quotes contained herein are subject to the applicable tax (e.g., international, federal, state and local sales tax), shipping, handling and other associated fees. The Uniform Commercial Code, as adopted by the Texas Business and Commerce Code, shall apply where appropriate. Provider reserves the right to cancel or amend orders arising from pricing or other errors contained in the attached Quote and will notify the Customer.

This Order and its accompanying Agreements supersede all prior negotiations, discussions, proposals, communications, or previous Orders or

16801 Greenspoint Park Drive
Suite 200
Houston, TX 77060
www.centretechnologies.com
(281) 506-2480

Agreements between the parties.

By signing below, the Parties acknowledge, represent, and warrant that they have read and agree to the terms and conditions of the Agreement, including all related agreements, schedules, Service Attachments, and/or amendments identified at the end of this Quote. The Party hereby represents that the electronic signature to this Quote shall be relied upon and serves to bind them/it to the obligations stated herein. Each Party hereby warrants and represents that he/she/it has the express authority to execute this Agreement(s).

E-Signature Confirmation for City of Galveston

Signature: _____

Name: Hope Dean

Title: CITO

Date: _____

16801 Greenspoint Park Drive
Suite 200
Houston, TX 77060
www.centretechnologies.com
(281) 506-2480

Exhibit A

General terms and conditions applicable to all Provider products and services.

Master Services Agreement

Core managed services including monitoring, remote management, and help-desk.

Service Attachment for Managed Services

Service Attachment for Artificial Intelligence Services.

Service Attachment for Artificial Intelligence Services

Data security and privacy agreement including statutorily required terms.

Data Processing Agreement

Targeted response times by tier of severity.

Service Level Objectives

Description of managed services offered by Provider.

Schedule of Services

Notice of third-party services and waiver of claims.

Schedule of Third-Party Services

City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

Date March 27, 2025

To: City Manager
Mayor and City Council Members

From: Hope Dean, Information Technology, Executive Director

Project location: None

Project: None

Request:

Consider for approval the authorization to purchase a one year renewal subscription licenses for Sonicwalls through Southern Computer Warehouse (SCW) in the amount of $22,233.29.

Prior Council Action
FY24

Background
The City utilizes firewalls throughout the organizations. A firewall is a network security device or software designed to protect a computer or network by filtering incoming and outgoing traffic based on predetermined security rules. The primary purposes of a firewall included traffic monitoring and filtering, prevention of unauthorized access, blocking malicious traffic and content filtering. The subscription license provides the city critical updates to the physical devices. Without these updates the firewalls would be unable to perform their essential functions in safeguarding the city's infrastructure from malicious traffic.

The city obtained quotes from three different vendors and SCW offered the best overall quote to the city for these licenses.

SHI	$ 28,879.14
Centre Technologies	$ 23,789.82
SCW	$ **22,233.29**

Fiscal Impact Report

- **Funding Source.**
  - Information Technology Operating Budget
- **Total Cost.**

  $ 22,233.29

Alternatives

- Option 1 - Approve the purchase.

Staff Recommendation

Option 1 – Approve the purchase

Attachments

Q-03856

Southern Computer Warehouse
1395 S. Marietta Parkway
Building 300
Marietta, Georgia 30067
United States
http://www.scw.com
(P) 877-GOTOSCW
(F) 770.579.8937

Quote (Open)

Date
Mar 19, 2025 02:37 PM EDT

Modified Date
Mar 19, 2025 03:54 PM EDT

Quote #
1861715 - rev 1 of 1

Description
SonicWall renewal

SalesRep
Reardon, Josh
(P) 877-GOTOSCW ext. 291

Customer Contact
Blair, Paula
(P) 409-797-3583
pblair@galvestontx.gov

Customer
City of Galveston TX (CT4404)
Blair, Paula
823 Rosenberg
Rm. 300
Galveston, TX 77553
United States
(P) 409-797-3574
(F) 409-797-3574

Bill To
City of Galveston TX
ACCOUNTS, PAYABLE
PO BOX 779
Galveston, TX 77553
United States
accountspayable@galvestontx.gov

Ship To
City of Galveston TX
REF, PO
2517 AVE H STE 100
TECH SERVICES
Galveston, TX 77550
United States

Customer PO:	**Terms:** Undefined	**Ship Via:** GROUND
Special Instructions:		**Carrier Account #:**

#	Image	Description	Part #	List Price	% off List	Qty	Unit Price	Total
1		SonicWall - SonicWall Advanced Gateway Security Suite Subscription license (1 year) - for NSa 4650, 4650 High Availability	01-SSC-3493	$7,084.08	30.71%	1 (Avail. 2)	$4,908.46	$4,908.46
		Note: _ ** Promotional price expires 03-27-25 or while supplies last **						
		Contract TIPS - 230105 - Tech Products, Software, Services - Technology Solutions Products, Software & Ser						
2		SonicWall - ADVANCED GATEWAY SECURITY SUITE BUNDLE FOR TZ400 SERIES 1YR	01-SSC-1440	$1,725.09	30.71%	4 (Avail. 2)	$1,195.29	$4,781.16
		Note: _ ** Promotional price expires 03-27-25 or while supplies last **						
		Contract TIPS - 230105 - Tech Products, Software, Services - Technology Solutions Products, Software & Ser						
3		SonicWall - SonicWall Advanced Gateway Security Suite Subscription license (1 year) - for NSa 5650, 5650 High Availability	01-SSC-3674	$11,220.03	30.71%	1 (Avail. 2)	$7,774.22	$7,774.22
		Note: _ ** Promotional price expires 03-27-25 or while supplies last **						
		Contract TIPS - 230105 - Tech Products, Software, Services - Technology Solutions Products, Software & Ser						
4		SonicWall - 1YR ADVANCED GATEWAY SECURITY SUITE BNDL FOR TZ600 SERIES	01-SSC-1460	$2,341.91	30.71%	1 (Avail. 2)	$1,622.68	$1,622.68
		Note: _ ** Promotional price expires 03-27-25 or while supplies last **						
		Contract TIPS - 230105 - Tech Products, Software, Services - Technology Solutions Products, Software & Ser						
5		SonicWall - 1YR ADVANCED GATEWAY SECURITY SUITE BNDL FOR TZ500 SERIES	01-SSC-1450	$1,908.16	30.71%	1 (Avail. 2)	$1,322.13	$1,322.13
		Note: _ ** Promotional price expires 03-27-25 or while supplies last **						

Contract
TIPS - 230105 - Tech Products, Software, Services - Technology Solutions Products, Software & Ser

6	SonicWall - SonicWall Advanced Protection Service Suite Subscription license (1 year) + 24x7 Support - for P/N: 02-SSC-2829, 02-SSC-6385, 02-SSC-6792, 02-SSC-6794, 02-SSC-7257	02-SSC-6393	$1,316.70	30.71%	2 (Avail. 2)	$912.32	$1,824.64

Note: _
** Promotional price expires 03-27-25 or while supplies last **

Contract
TIPS - 230105 - Tech Products, Software, Services - Technology Solutions Products, Software & Ser

Thank you for the opportunity.

Subtotal:	**$22,233.29**
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$22,233.29**
(List Price:	*$32,087.94)*

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last. All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced. All prices are subject to change without notice. Supply subject to availability.

Pricing Proposal
Quotation #: 25956787
Created On: 3/14/2025
Valid Until: 4/13/2025

TX-City of Galveston

Paula Blair
P.O. BOX 779
ATTN: ACCOUNTS PAYABLE
GALVESTON, TX 77553
United States
Phone: 4097973576
Fax:
Email: pblair@galvestontx.gov

Inside Account Manager

Richard Lettiere
3828 Pecana Trail
Austin, TX 78749
Phone: 800-870-6079
Fax: 512-732-0232
Email: Richard_Lettiere@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	MobileIron Secure UEM per Device Cloud Subscription, Direct Support Ivanti - Part#: MI-UEM-D-1YMC-D Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 6/26/2025 – 6/25/2026	30	$48.00	$45.60	$1,368.00
2	MobileIron Secure UEM per Device Cloud Subscription, Direct Support Ivanti - Part#: MI-UEM-D-1YMC-D Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 6/26/2025 – 6/25/2026	280	$48.00	$45.60	$12,768.00
3	MobileIron Secure UEM per Device Cloud Subscription, Direct Support Ivanti - Part#: MI-UEM-D-1YMC-D Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 6/26/2025 – 6/25/2026	30	$48.00	$45.60	$1,368.00
4	MobileIron Secure UEM per Device Cloud Subscription, Direct Support Ivanti - Part#: MI-UEM-D-1YMC-D Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 6/26/2025 – 6/25/2026	30	$48.00	$45.60	$1,368.00
				Total	$16,872.00

Additional Comments

Ivanti has a no returns policy.

Unless customer has a pre-existing agreement with Ivanti that overrides these terms, customer understands that by processing an order against this quote they are accepting and understand Ivanti's terms set forth at https://www.ivanti.com/company/legal/eula
Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority

Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

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

City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

Date March 27, 2025

To: City Manager
Mayor and City Council Members

From: Hope Dean, Information Technology, Executive Director & CITO

Project location: Impacts the Entire City **Project:** N/A

Request:

Consider approving the renewal of 370 Neurons licenses from SHI utilizing DIR-TSO-4317 1 year term for a total cost of $ 16,872.

Prior Council Action
FY24

Background
Neurons is a unified endpoint management and security platform for mobile device management (MDM). Neurons is designed to automate and simplify various IT tasks, including patch management, software distribution, device management, and security operations and is used on all the City's cell phones and other handheld devices. The solution allows administrators to remotely configure device settings, such as Wi-Fi and email access, VPN settings, and application permissions. This ensures that devices are properly configured for use and comply with organizational policies.

Fiscal Impact Report

- **Funding Source.**
    - Information Technology Operating Budget

- **Total Cost.**
  $ 16,872

Alternatives

- Option 1 – Approve the Purchase
- Option 2 – Do Not approve and the city will be unable to manage mobile cell phones and other handheld devices.

Staff Recommendation

Option 1 – approve the renewal of the licenses.

Attachments

SHI Quote

City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

Date March 27, 2025

To: City Manager
Mayor and City Council Members

From: Hope Dean, Information Technology, Executive Director & CITO

Project location: N/A

Project: DUO MFA License Renewal

Request:

Authorize the city manager to renew the purchase of a Cisco Duo Multi-Factor Authentication (MFA) solution from Centre Technologies utilizing DIR CPO 4857 for a one year term for a cost up to $ 33,120 annually.

Prior Council Action

FY23

Background

The Information Technology (IT) department is responsible for managing and supporting technology infrastructure and systems within city. Its primary role is to ensure that technology resources are effectively utilized, secure, and aligned with the city's goals and objectives. The department is responsible for the connectivity and secure operations of 27 facilities, the city's enterprise-wide network (WAN), public safety network, SCADA network and others. The department is comprised of multiple divisions and includes infrastructure and security, enterprise applications, geographic information services (GIS) and deskside support (tier 1) and support more than 800 endpoints (desktops, tablets, laptops, cell phone and mobile routing devices) and supports approximately 800 end users.

The City contracted with Centre Technologies for the implementation of DUO MFA in 2023 and the solution was placed into production in March 2024. MFA extends simple single-factor credential identity verification (username and password) by using a second source of validation such as a physical token, a one-time passphrase (OTP), or biometric. The Cisco Duo cloud-hosted standards-based authentication platform provides for the implementation of both multi-factor authentication (MFA) and single sign-on (SSO) portals in the enterprise via the Duo Access user license.

The agreement for the continued use of the solution is due for renewal. All employees throughout the city are required to use MFA when logging into any city asset, including the recently implemented Workday software platform.

Additionally, the solution supports and complies with the Criminal Justice Information Services (CJIS) Security Policy Standard in Policy Area 6 Section 5.6.2.2 for Advanced Authentication, whereby the second factor of authentication will be required for positive device and user identification. Meeting the standards 5.6.2.2 prevent will Authentication Advanced for section CJIS in out laid unauthorized access to information that could be used for fraud, placing law enforcement officials at risk, or the compromise of ongoing investigations.

Currently the city requires 891 licenses and ask council to approve future licenses needs up to 920 licenses.

Fiscal Impact Report

- **Funding Source.**
    - Information Technology Operating Budget

- **Total Cost.**

  Up to $ 33,120.

Alternatives

- Option 1 – Do not approve the purchase and the city would not be protected with Multi factor authentication.

- Option 3 – Approve the purchase.

Staff Recommendation

Approve Option 1

16801 Greenspoint Park Drive
Suite 200
Houston, TX 77060
www.centretechnologies.com
(281) 506-2480

CoG - Managed Software/DUO MFA Renewal - 12 Months (2025)

Prepared by:

Centre Technologies

Leigh Fox
on behalf of Jamie Schanbachler
(281) 741-6355
lfox@centretechnologies.com

Prepared for:

City of Galveston

Hope Dean
Ship To:
PO Box 779 823 Rosenberg
Galveston, TX 77553
(409) 797-3578
hdean@galvestontx.gov

Quote Information:

Quote #: 068447

Version: 1
Delivery Date: 02/14/2025
Expiration Date: 03/31/2025

CoG - Managed Software/DUO MFA Renewal - 12 Months (2025)

DIR-CPO-4857
Existing CoG PO P2450096

Current Expiration: 3/31/2025

Duo Essentials - Monthly Billing

Description	Qty	Recurring	Ext. Recurring
Duo Essentials Edition (per user) Features: - Protect logins with two-factor authentication - Push Phishing Protection - Single Sign-On - Password-less Login - Protect cloud and on-premises apps	891	$3.00	$2,673.00

1. **Feature Set**:
   - **Duo Security Essentials**: This tier provides fundamental multifactor authentication features. It focuses on core security needs by offering basic authentication methods, user self-enrollment, and device visibility.
2. **Device Visibility**:
   - **Duo Security Essentials**: Provides basic visibility into devices used to access applications and systems.
3. **Access Policies**:
   - **Duo Security Essentials**: Offers basic access policies for defining rules on who can access what applications.
4. **Adaptive Authentication**:
   - **Duo Security Essentials**: May have limited or no adaptive authentication capabilities.
5. **Third-Party Integrations**:
   - **Duo Security Essentials**: Integrations with third-party services might be more limited.
6. **Support and Customization**:
   - **Duo Security Essentials**: Basic support options and customization features.

Monthly Subtotal: **$2,673.00**

Monthly Expenses Summary

Description	Amount
Duo Essentials - Monthly Billing	$2,673.00

Monthly Total: **$2,673.00**

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Suite 200
Houston, TX 77060
www.centretechnologies.com
(281) 506-2480

This Quote is between Centre Technologies, Inc. a Texas corporation (sometimes referred to as “we,” “us,” “our,” OR “Provider”), and the Customer found on the applicable Quote (sometimes referred to as “you,” “your,” OR “Customer”). Collectively, these two entities are “the Parties”. The Quote, together with the MSA and relevant Service Attachments, forms the Agreement between the Parties. This Quote is effective as of the date the Parties sign below, (“Services Start Date”). If there is a conflict between this Quote, the Master Services Agreement and any Service Attachment, amendment, or schedule, this Quote will control for the items in this Quote only.

The definitions and the Term are set forth in the MSA. The Term for the services starts on Service Start Date of an applicable Service Attachment. The Service Start Date of an applicable Service Attachment shall begin on the date Provider provisions the Services to Client. Upon the Service Start Date, the Client will be billed a setup and initiation fee, One (1) full calendar month of Service and an additional one (1) month of Service in advance. Thereafter Services will be billed monthly on the first day of the month. Additional work or hours to be completed as part of change requests, if any, will be billed monthly.

This Order and its accompanying Agreements supersede all prior negotiations, discussions, proposals, communications, or previous Orders or Agreements between the Parties.

If you are a person who is required to comply with HIPAA\The HITECH Act and related state laws, you must click here and sign the Master Data Protection Agreement – Business Associate Agreement (MDPA-BAA) (https://centretechnologies.com/hubfs/Agreements/MDPA-BAA-Centre_Technologies-v1.1-091721.pdf). Centre will not begin Services, Project Services, and/or Supplemental Services until the MDPA-BAA is executed by Customer.

If you are a person who is required to comply with GDPR and related member state laws, you must click here and sign the Master Data Protection Agreement (MDPA) for GDPR (https://centretechnologies.com/hubfs/Agreements/MDPA-Centre_Technologies-v1.1-091721.pdf). Centre will not begin Services, Project Services, and/or Supplemental Services until the MDPA is executed by Customer.

By signing below, the Parties acknowledge, represent, and warrant that they have read and agree to the terms and conditions of the Agreement, including all related agreements, schedules, Service Attachments, and/or amendments identified at the end of this Quote. The Party hereby represents that the electronic signature to this Quote shall be relied upon and serves to bind them/it to the obligations stated herein. Each Party hereby warrants and represents that he/she/it has the express authority to execute this Agreement(s).

E-Signature Confirmation for City of Galveston

Signature: _____

Name: Hope Dean

Title: CITO

Date: _____

City of Galveston

DEPARTMENT OF INFORMATION TECHNOLOGY

STAFF REPORT

Date March 27, 2025

To: City Manager
Mayor and City Council Members

From: Hope Dean, Information Technology, Executive Director & CITO

Project location: Impacts the Entire City **Project:** N/A

Request:

Consider for Approval the purchase of a replacement video surveillance server for the Wright Cuney facility through the OMNIA contract R220702 from Convergint for a total cost of $24,998.

Prior Council Action
None

Background

The city replaced the video surveillance system at the Wright Cuney facility in FY24. In January of this year, IT staff were notified of damage to the server an video storage that supports the solution due to an issue with the roof. This request is to replace that equipment in order to bring the system operable again.

Overall, the purpose of a video camera security system is to enhance security, deter criminal activity, provide surveillance capabilities, and support incident response and investigations, ultimately helping to safeguard people, property, and assets of the City of Galveston.

Fiscal Impact Report

- **Funding Source.**

- IDC Parks Package 5.

Cost

- **Total Cost.**
  $24,998

Alternatives

- Option 1 – Approve the Purchase
- Option 2 – Do not approve the purchase and require the city to seek a different option.

Staff Recommendation

Option 1 – approve the purchase

Attachments

Proposal

convergint

4250 N. Sam Houston Pkwy E. Suite 180, Houston, Texas 77032
Phone 832-327-3700 Mobile 832-524-6024
michael.huffman@convergint.com

February 11, 2025

City of Galveston
Cuney Community Center

Quotation: MH03776929P

License/Cert OMNIA Contract R220702

Attention: Billy Sanders

Reference: Video Server and Rack

Scope of Work

- Replace video surveillance server and rack that was destroyed due to water damage.

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	Omnia Contract # R220702				
2					
3	Video Server				
4	1.00	IL-R212-DG3-D410-96T-12-S	Chassis 2U Rackmount 12LFF Processor 2x Intel 4410Y 2GHz 12-core Processor Operating System Windows Server IoT 2022 Standard + 8-cores Memory 32GB (2x16GB) RDIMM 5600MT/s Controller PERC H755 8GB Cache Adapter OS Drives 2x 480GB M.2 SSDs (RAID 1) Hard Drives (8) 12TB Enterprise 7.2k SAS HDD Available (See Drive Details) Embedded Networking (2) 1GB Base-T OCP Slot (4) 1GB Base-T Networking (2) 10/25GB SFP28 PCIe LP PCIe Slots available (4) PCIe x16 LP + (1) PCIe x8 LP Power Supply (2) 800W Power Supply Warranty 5 Year ProSupport NBD Onsite with KYHD Management iDRAC9 Enterprise	$ 16,626.15	$ 16,626.15
5	Rack				
6	1.00	POW-SR42UBCL	Tripp Lite SR42UBCL 42U Rack Cabinet	$ 2,936.58	$ 2,936.58
7	All labor is in accordance with Omnia Contract #R220702				

Equipment Total	$	19,562.73
Total Labor/Other Costs	$	3,781.28
Freight/Warranty	$	1,653.99
Tax if Applicable	$	0.00
Total Project Price	$	24,998.00

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. All pricing is an accordance with Omnia Partners Cooperative pricing – Contract #R220702
3. Customer to provide static IP addresses and network connections at panel locations.
4. Fifty percent (50%) of the proposed sell price shall be payable to Convergint for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
5. Proposal does not include sales tax unless otherwise noted.
6. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
7. Convergint reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Performance Items

Items Included	
Freight (prepaid)	Material (listed in the BOM)
Mounting/Termination of Proposed Devices	One-Year Warranty on Labor
One-Year Warranty on Parts	Owner to Provide Static IP Addresses
System Programming	Testing of all Proposed Devices

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Total Project Investment: **$ 24,998.00**

Thank you for considering for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Michael Huffman

Convergint
Michael Huffman

By signing below or accepting the services described in this proposal, Customer accepts and agrees to this proposal, including the enclosed Terms and Conditions, along with any addendums or exhibits that may be attached or referenced therein. Any additional or contrary terms, including on a Customer PO, are expressly rejected. By signing, you represent and warrant that you have authority to accept this proposal on behalf of Customer.

Billy Sanders	February 11, 2025
Customer Name (Printed)	Date
Authorized Signature	Title

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Convergint Technologies Terms and Conditions (Install & T&M) **Version 4.1 (US AND CANADA) September 2024**

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergint" refers to the Convergint Technologies affiliate operating in the state/province in which the Work is being performed and "Convergint Related Parties" means Convergint and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergint and Customer. This Agreement applies to the exclusion of any other terms that the Customer seeks to impose or incorporate (such as Customer's purchase order form) which are in addition to or inconsistent with the terms and conditions of this Agreement, or which are implied by trade, custom, practice or course of dealing, all of which are deemed expressly rejected and will not be binding.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergint reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergint is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

Convergint agrees in accordance with the mutually agreed project schedule:

a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
c. Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergint:

a. To promptly approve submittals provided by Convergint;
b. To provide access to all areas of the site which are necessary to complete the Work;
c. To supply suitable electrical service as required by Convergint;
d. To remove site obstacles and job safety hazards;
e. To promptly participate and approve acceptance testing, if applicable;
f. Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
g. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergint is first notified of the emergency or failure and until such time that Convergint notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO PEOPLE, PREMISES, OR PROPERTY. THE AMOUNTS BEING CHARGED BY CONVERGINT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a multi-layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergint is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergint by written agreement) and training of its personnel. Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergint, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

Applicable to Monitoring Services Only: If Monitoring Services are identified in the Proposal, the parties agree that (a) these Terms and Conditions are not applicable, and (b) Monitoring Services are governed by the Monitoring Services Terms and Conditions effective on the Effective Date of the Proposal and available at https://www.convergint.com/terms, which is incorporated by reference as if set forth herein in full. "Monitoring Services" is defined as "Services" in the Monitoring Services Terms and Conditions.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergint's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergint fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergint will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergint as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergint in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergint shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergint shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergint costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Warranties for Convergint's services and Third Party Products are described in the Limited Warranty for Products and Services available at https://www.convergint.com/terms/, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergint may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergint's performance of the Work, Convergint shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergint shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergint shall be entitled to an equitable adjustment of the Price.

SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergint shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	$1,000,000 per occurrence/aggregate
Commercial General Liability	$1,000,000 per occurrence $2,000,000 general aggregate
Automobile Liability	$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergint pursuant to the terms of this Agreement. Convergint shall not provide loss runs or copies of its insurance policies. Convergint shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergint shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergint's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergint shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergint or Convergint's employees or subcontractors while on Customer's site.

If Convergint is providing products or services for intrusion detection, detection of specific threats to people or property (including gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergint's indemnification obligations under the Agreement do not apply whatsoever and Convergint Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergint Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergint , except to the extent of Convergint's gross negligence installing such Special Offerings. Any wavier of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

Applicable to Weapons Detection Only: If Convergint provides Weapons Detection Systems or Services, then such Systems and Services are further governed by the Weapons Detection Addendum effective on the Effective Date of this Proposal and available at https://www.convergint.com/terms, which is incorporated by reference as if set forth herein in full. "Weapons Detection Systems or Services" means any "Systems" and/or "Services" as each are defined in the Weapons Detection Addendum.

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SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGINT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGINT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergint agrees to comply with all laws, rules, and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergint shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergint prior to beginning Work.

If during the course of its Work, Convergint encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergint shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergint discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergint is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergint. Convergint in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergint shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergint from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

SECTION 11. PERSONAL DATA & SECURITY

Convergint's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergint's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergint may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergint is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergint from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Convergint's obligations and liabilities regarding information security and Processing of customer information or data, including Personal Data, are limited to Processing performed by Convergint (if any). OEM and Third Party Product information security and Processing is governed by applicable OEM end user licensing agreements or terms. "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergint accesses Customer's information systems, Convergint will not be responsible or liable for losses or harms caused by following Customer's instructions, caused by Third Party Products, caused by third party or Customer-specified remote access software, or that are otherwise not due to the fault of Convergint. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

SECTION 12. INTELLECTUAL PROPERTY

Convergint shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergint for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

SECTION 13. PRICE ADJUSTMENT

Convergint may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergint's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergint reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergint.

SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergint notifies Customer of a material breach pursuant to this paragraph, Convergint may temporarily suspend its work without liability until Customer cures the breach.

SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergint and Customer, Convergint and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergint.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergint arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergint are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergint may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergint; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergint, or a sale of all or substantially all of the assets of Convergint to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergint be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergint. No waiver by Customer or Convergint shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, limitation of liability, confidentiality and disputes shall survive the termination of this Agreement.

Convergint provides additional product safety and service information at https://www.convergint.com/terms/ (see "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION"), which it encourages Customer to review prior to use.

DRAFT
MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
JANUARY 23, 2025

1/23/2025 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the workshop was called to order at 9:00 a.m.

2. ROLL CALL

Present: Mayor Craig Brown, Mayor Pro Tem Marie Robb, Council Member Sharon Lewis, Council Member David Finklea, Council Member Bob Brown, Council Member Alex Porretto, and Council Member Beau Rawlins.

3. DISCUSSION ITEMS

3.A. Joint Meeting With City Council/Park Board Of Trustees (C Brown/Hardcastle - 90 Min)

1. Update and Discussion of Master Planning for Stewart Beach Park/East Beach and Review of the Knudson and Rogers Partners Plans (B Brown/Finklea) - The discussion focused on the development plans for Stewart Beach Park, East Bridge, and related projects. Key points included: (1) Master Plan vs. Master Developer - Discussion held whether to proceed with a traditional master planning process or engage a master developer to expedite the project; (2) Public and Stakeholder Input - Ensuring feedback from the Park Board, City Council, lifeguards, and the community is a priority to align the project with their needs; (3) Beach Patrol Facility: The need for a new Beach Patrol facility was emphasized, along with discussions on its location and integration with other developments; (4) Development Speed - There were concerns about completing the development quickly, especially for the Beach Patrol facility, with the master developer approach seen as the fastest option; (5) Revenue and Hotel Component - Previous plans included a hotel, but developers suggested it could be removed if necessary to reduce revenue. The City's goal is to balance revenue with community needs. Overall, the group is focused on balancing speed, public involvement, and financial considerations for the development of Stewart Beach and East Beach.

2. Discussion of Goals, Strategies, Budget and Schedule for improvements at Seawolf Park - The discussion centered around plans to revamp SeaWorld Park with a focus on improving infrastructure and generating sustainable revenue. Key updates included: (1) Infrastructure Improvements - The main goal is to develop a wastewater treatment plant to support future growth, along with adding amenities like an RV park, boat ramp, splash pad, and fishing facilities. City Manager Brian Maxwell reported that staff is already working on plans for the wastewater treatment plant; (2) Revenue Generation - There's a focus on creating income through the RV park and water taxi, although the water taxi's revenue potential is uncertain. Plans also consider offering discounted or free entry to residents; (3) Challenges - There are concerns about the RV park's impact on the park's entrance appeal, and discussions about balancing revenue generation with maintaining the park's attractiveness; (4) Budget and Phased Development - The project is estimated to cost $6.5 million, with a phased approach. The RV park and boat ramp will start generating revenue quickly, while the wastewater treatment plant is a priority; (5) Next steps - The City Council is considering further workshops before making a final decision on funding and development direction. In summary, the City is planning to improve Seawolf Park's infrastructure and facilities to boost revenue while ensuring long-term sustainability and accessibility for residents.

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3. Update and Discussion of the Interlocal Agreement and HOT Contract including the following: (Porretto/Rawlins) -

a. Revenue sharing with the City of Galveston, for Park Board managed assets

b. Payments to the City within the last five years

c. HOT fund expenditures resulting in Unrestricted Funds

The discussion centered on updating the Interlocal Agreement and the Hotel Occupancy Tax (HOT) contract between the City of Galveston and the Park Board. Key areas of focus include: (1) Revenue Sharing - The Park Board aims to negotiate a fair percentage of revenue from assets it manages; (2) Payments to the City - There's a request for a detailed report on the payments made to the City over the last five years, focusing on HOT funds and other revenue sources; (3) HOT Fund Efficiency - Concerns about the inefficiency of HOT fund usage and finding more cost-effective methods to use those funds for tourism-related projects; (4) Use of Unrestricted Funds - The discussion touches on maximizing the use of unrestricted funds generated through HOT taxes for projects like beautification and other city initiatives; and (5) HOT Tax Collection - discussion over whether the City or the Park Board should collect the HOT tax, with future discussions to analyze the pros and cons.

4. Discussion of port-a-potties on the beach throughout the Island and the Park Board's process for removal (Robb/C Brown) - The discussion focused on the management and issues regarding porta-potties at various beach locations on the island, specifically on the West End and Stewart Beach. There are concerns about securing porta-potties, especially during storms and high tide events. The City has ordinances that require porta-potties to be secured, but problems have occurred when they were not properly anchored or washed away due to severe weather events.

5. Discussion of Topics for Future Joint Meetings - The meeting discussed topics for future joint meetings between the City Council and Park Board. Key points included: (1) Master Development Report - Staff will provide a report on the master development approach, which will be discussed in February; (2) Seawolf Park Plan - A plan will be reviewed, incorporating input from both the staff and the Park Board; (3) Interlocal Agreement - Staff will present the details and input regarding the interlocal agreement, which will be discussed further with input from Council and Park Board; (4) Park Board Evaluation - The Park Board will present an evaluation of their performance, including data and project evaluations. The Council wants to ensure the Park Board's goals are aligned with the City's objectives; (5) Key Performance Indicators - The Council discussed the need for performance metrics for the Park Board, with a rough draft of KPIs expected within 30 days for a future meeting. The joint meeting concluded with thanks and acknowledgments for everyone's efforts and the progress made in addressing issues.

3.B. Clarification Of Consent And Regular City Council Agenda Items - This Is An Opportunity For City Council To Ask Questions Of Staff On Consent And Regular Agenda Items (1 Hour)

Items 8B, 10A, 11B, 11O, 11P, 11Q, 11R, 11U, 11V, 11W, 11AA, 11GG, 11KK, 11NN, 11OO, and 12A were clarified by Staff.

3.C. Discussion Of Changes To The Land Development Regulations Concerning Beach Ownership (Tietjens - 15 Min)

This item was pulled from the agenda and not discussed by City Council.

3.D. Discussion Of The City Of Galveston Comprehensive Plan Update - Steering Committee Composition (Milburn/Tietjens - 10 Min)

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The City of Galveston is discussing the composition of its Comprehensive Plan Steering Committee, as part of the process to update the City's plan. The Council reviewed a recommendation from Senior Project Manager Pete Milburn who proposed a list of categories for the Steering Committee, rather than specific individuals. The committee is suggested to have 14 members, with each Council Member selecting two representatives from different categories such as arts and culture, business, economic development, education, and others.

The Council discussed how best to involve the public, with suggestions to include input from community members beyond the committee, possibly through subcommittees. Concerns were raised about the limited number of committee members and whether they would adequately represent the community.

3.E. Update And Discussion Of The Pelican Island Bridge (C Brown/Robb - 30 Min)

The discussion centers around the Pelican Island Bridge project, broken into two key areas:

1. Advanced Funding Agreement (AFA) - Negotiations on the contract have progressed, addressing three key changes. The agreement now caps local contributions at $36.2 million, ensures that funding is secured before the City signs the AFA, and limits the City's financial exposure. The contract also outlines that the City will be responsible for right-of-way acquisition, with support from TXDOT. Additionally, maintenance of the bridge will be the City's responsibility, and the project's scope has evolved from earlier designs, leading to higher costs.

2. Funding Request from HGAC - The City, in collaboration with TXDOT, is seeking an additional $150 million from the Transportation Policy Committee (TPC) to cover the funding shortfall. The request is scheduled for presentation in February, with hopes for a March approval. Key challenges include managing future maintenance costs for the bridge and related infrastructure. Long-term planning and careful negotiation with various stakeholders are critical to ensure the project's sustainability.

3.F. Discussion Of Alternate Revenue Sources For The City's 2025/2026 Budget (C Brown/Finklea - 20 Min)

The Council discussed exploring alternate revenue sources for the 2025-2026 budget, with several suggestions and concerns being raised by Council Members:

1. Tourism Funding - The importance of tapping into the state trust fund for event reimbursements and exploring Tourism Improvement Districts (TIDs) was highlighted. These could allow for more flexible use of hotel occupancy tax (HOT) funds.

2. Revenue from Tours - Council discussed the idea of implementing a tour tariff on various tours that use City infrastructure. This would offset public works costs, though the feasibility of enforcing franchise fees was noted as difficult.

3. Revenue Sharing with Park Board - There were talks about improving the collection of revenue from beach vendors via point-of-sale systems, although concerns were raised about imposing burdens on small businesses.

4. Seawall Parking Fees - The potential for increased parking fees on the Seawall to fund improvements was discussed, with an emphasis on ensuring the fees benefit the visitor experience. There was a suggestion to reconsider how parking revenue is allocated and potentially bring the management back to the City.

5. User Fees for Bridges - There was a suggestion to explore user fees for the 51st Street Bridge and possibly congestion pricing on the causeway to fund infrastructure maintenance,

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though logistical challenges were acknowledged.

6. Real Estate and Leases - The Council discussed the potential for better leveraging real estate and lease agreements at the Port to generate additional revenue.

In summary, the Council is looking for ways to generate additional revenue from tourism and visitors, without placing additional burdens on residents, while carefully considering the practical implications of each proposed funding mechanism.

3.G. Update And Discussion Of Event/Arts Funding And The Related Process For Hotel Occupancy Tax Distribution (A Lynch - 20 Min)

The discussion revolves around arts funding and its allocation, particularly in relation to the Hotel Occupancy Tax (HOT). The main points include:

1. Antoinette Lynch's Role - Antoinette is the Arts and Culture Coordinator for the City, involved in implementing the arts master plan developed with the Galveston Art Center and the NEA. She is tasked with ensuring that the City's arts funding is properly managed and reported.

2. Arts and Culture Vibrancy - A partnership with SMU DataArts was formed to gather data on the arts ecosystem in Galveston, comparing it to other cities like Jackson Hole and Breckenridge. Data collected focuses on metrics like arts vibrancy, the number of independent artists, and nonprofit participation. SMU DataArts also helps with arts grant reporting, improving visibility for smaller organizations and allowing for better arts-related grant opportunities.

3. Funding Details for FY24 - The City allocated significant funds to arts organizations, with 2024 earmarking $1.8 million for organizational support, $250,000 for arts development, and $130,000 for artist public art grants. There was a noted increase in funding for public art grants.

4. Fund Allocation Process - Discussions were held about streamlining the funding structure to clarify how funds are divided between different entities, including the Cultural Arts Commission and Arts and Historic Preservation. A percentage-based allocation approach is being considered rather than a flat amount. They also discussed the potential for a reserve fund to manage cyclical fluctuations in grant funding.

5. Interim Funding and Policy Adjustments - There was a proposal to introduce interim funding for organizations that missed out on a funding cycle, allowing them to apply for additional support if there's excess funding. Additionally, funding cycles may now include two years of funding followed by a two-year gap, allowing more time for organizations to adjust.

6. Future Plans - The plan includes exploring changes to grant policies, potentially using some reserves for interim funding when available.

In sum, the meeting focused on fine-tuning the distribution of arts funding and improving the structure and reporting mechanisms to benefit the community and individual artists.

3.H. Review And Discuss Requirements And Process To Convey Abandoned City Street Easements, Alleys, Right Of Ways, Or Non-Utilized Public Properties (Rawlins/Robb 10 Min)

CM Rawlins inquired about the policy for abandoning properties, particularly when they're either public or adjacent to private property. Asst. Development Services Director Catherine Gorman explained the following policy to City Council. The process for abandonment is different for public properties and right-of-ways (streets, alleys, etc.). For right-of-ways, the City

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typically offers the first opportunity for abandonment to adjacent property owners. Abandoned properties can be sold through a prescribed process, such as through public auction or with the help of a local realtor. The sale process follows the Texas Local Government Code, as seen with the sale of certain properties like the airport property. For easements and right-of-ways that are no longer needed, an abandonment process is followed, where the City Council votes on the abandonment, and the adjacent property owner is asked to get an appraisal. Once the appraised value is set, they pay that amount to acquire the property, subject to council approval. If it's a public right-of-way, the City may retain the right to access utilities beneath it, even if it's abandoned for surface use. Typically, property owners on both sides of the alley or right-of-way must agree for it to be abandoned, and adjacent property owners are notified, but they do not have a say in whether the abandonment occurs. A notification is sent to property owners within 200 feet of the property to be abandoned. However, they can only object, not prevent the abandonment.

4. EXECUTIVE SESSION

City Council convened into Executive Session at 12:14 p.m. and reconvened into Open Session at 1:07 p.m. No action was taken during Executive Session.

4.A. Pursuant To Texas Gov't Code 551.076- An Executive Session Will Be Conducted To Discuss And Receive Information Related To The Deployment, Or Specific Occasions For Implementation, Of Security Personnel Or Devices At Various Events Held Within The City Of Galveston.

4.B. Pursuant To Texas Gov't Code 551.071- Consultation With Attorney, An Executive Session Will Be Conducted To Discuss And Receive Legal Advice Concerning Pending Litigation And/Or A Settlement Offer, Or On A Matter In Which The Duty Of The Attorney To The Governmental Body Under The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas Clearly Conflicts With This Chapter, Related To The Following:

4.B.1. 21-CV-00359 Sonya Porretto V. City Of Galveston Et Al, In The Unites States District Court For The Southern District Of Texas 21-Cv-00359

5. ADJOURNMENT

The workshop was adjourned at 3:44 p.m.

Janelle Williams, City Secretary

Date Approved:

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MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - JANUARY 23, 2025

1/23/2025 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

   With a quorum present, the meeting was called to order at 5:00 p.m.

2. ROLL CALL

   Present: Mayor Craig Brown, Mayor Pro Tem Marie Robb, Council Member Sharon Lewis, Council Member David Finklea, Council Member Bob Brown, Council Member Alex Porretto, and Council Member Beau Rawlins.

3. INVOCATION

   The invocation was given by Fr. Thomas Colyandro of the Assumption of the Virgin Mary Greek Orthodox Church.

4. PLEDGE OF ALLEGIANCE

   Mayor Brown led the Pledge of Allegiance to the American Flag and Texas Flag.

5. CONFLICTS OF INTEREST

   None.

6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER

6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:

1. Expressions of thanks, gratitude, and condolences - **CM Porretto thanked City Staff for keeping the public informed during the winter storm. Mayor Brown reminded the public to sign up for the City's emergency notification system. MPT Robb acknowledged that we have lost three great Galveston leaders, John Sullivan, Roland Bassett, and Gene Lucas, all whom served on Council, and expressed condolences to their families.**

2. Information regarding holiday schedules - **CM Lewis reported on a major celebration of Martin Luther King Day at St. Vincent's House where Reverend Paul recited the full 'I have a dream' speech. She added that Alfreda Houston started the circle prayer, and attendees were able to do that in her honor. Her son was in attendance at today's Council meeting.**

   a. Letter from Senator John Cornyn - Martin Luther King Jr. Day

3. Recognition of individuals

   a. Port of Galveston 200th Anniversary Proclamation - **presented by Mayor Brown.**

   b. Z Krewe Day Proclamation - **presented by CM Rawlins.**

   c. Certificates of Recognition - I.L.A. Local 20, Family Service Center of Galveston County, Better

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Parks for Galveston

d. City of Galveston - 2024 Smart 20 Awards Recipient - **City Manager Brian Maxwell reported on the national award presented to the City for its involvement with the Badger System of automatic meters.**

e. Big Brothers Big Sisters Gulf Coast Proclamation - **presented by MPT Robb.**

4. Reminders regarding City Council events

5. Reminders regarding community events

6. Health and safety announcement

6.B. Present The Investment Report For Quarter Ended December 31, 2024 As Part Of The City Manager's Report. (C. Ludanyi)

Finance Director Csilla Ludanyi presented the Investment Report fo Quarter Ended December 31, 2024.

7. COMMUNICATIONS AND PETITIONS

Claims: 24-089 - Michelle Garcia; 24-090 - Elda Ruiz; 24-091 - Anthony Conde; 24-092 - Enterprise Rent-A-Car; 25-001 - Herb Walpole; 25-002; 25-003 - Dannie Ofutt.

8. PUBLIC HEARINGS

8.A. Consider For Approval An Ordinance Of The City Council Of The City Of Galveston, Texas, Declaring A Planned Unit Development Overlay (PUD) In A Residential, Single Family-One (R-1-PUD) Base Zoning District On Property Commonly Known As 2018 60th Street, And Which Is Legally Described As Lot 8R (8-18), Of Two West, Replat Of Lots 8 And 9, Garretts Subdivision, In The City And County Of Galveston Texas As Expired; Revoking, Terminating, Repealing Or Otherwise Cancelling Ordinance No. 22-065; Planning Case Number 24P-045; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date. (C. Gorman)

Ordinance No. 25-001 was read by caption. Catherine Gorman provided staff comments. The public hearing was opened and closed with no speakers. Motion was made by CM Finklea, second by CM Porretto, to approve the ordinance. Unanimously approved.

8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Creating A Planned Unit Development (PUD) Overlay Zoning District In A Central Business (CB) Zoning District To Construct A "Restaurant, Drive-In/Through", "Parking Lot, Commercial Surface Parking Area", And "Electric Vehicle Charging Station", On Property Commonly Known As 101 14th Street, 1405-1415 Harborside Drive, And Which Is Legally Described As M.B. Menard Survey, Lots 4, 5, 6, And The North 70 Feet Of Lot 7 (7-1), Block 674, In The City And County Of Galveston, Texas; Planning Case Number 24P-042; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (C. Gorman)

Ordinance No. 25-002 was read by caption. Catherine Gorman provided staff comments. The public hearing was opened. Property owner Jason Hayes, Frank Maceo, Teresa Green, and Jim Nonus spoke in favor of the PUD. The public hearing was closed. Motion was made by CM Porretto, second by CM Rawlins, to approve the ordinance with conditions to (1) exclude archaeological requirements, (2) limit long term parking to 30 spaces, and (3) add additional landscaping requirements adjacent to residential lots. In favor: C. Brown, Lewis, Finklea, Porretto, and Rawlins. In opposition: B. Brown and Robb. Motion carried.

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9. PUBLIC COMMENT

Agenda Items: Frank Maceo commented on Item 11Z.

Non-Agenda Items: Benna Willoughby, Greg West, and John Ligiano commented on coyote issues.

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

10.A. Ordinance Amending The Total Operating Budget For Fiscal Year Ending September 30, 2024

Consider an ordinance of the City of Galveston, Texas, amending the total operating budget for fiscal year ending September 30, 2024, by adjusting various budget accounts in the amount of three million six hundred eighty-two thousand eight hundred twenty-six dollars ($3,682,826) to properly record expenditures. General Fund amendments totaling $2,401,680 related to personnel costs in Streets, Traffic, Parks & Recreation, Community Development, and Finance ($744,000), supplies and services in various departments ($702,600), Traffic capital outlay ($31,000), Hurricane Beryl disaster recovery ($28,020), and operating transfers out to Separation Pay Fund ($700,000) and Workers' Compensation Fund ($196,000). Special Revenue Fund amendments totaling $989,146 related to Project Management costs ($32,196), Capital Outlay Improvements ($92,066), Fixed Asset Studies ($158,718), Separation Pay Fund ($666,517), and various services ($39,649). The Workers' Compensation Fund is amended to provide for increased expenditures of $292,000. The amendment includes operating transfers between funds totaling $1,566,624 to facilitate the funding of the detailed expenditure adjustments; making various findings and provisions related to the subject; and providing for an effective date. (Ludanyi)

Ordinance No. 25-003 was read by caption. Motion was made by Mayor Brown, second by CM Brown, to approve the Ordinance. Unanimously approved.

10.B. Consider Adopting Ordinance 25-__ Amending The Code Of The City Of Galveston 1982, As Amended, Chapter 34, "Traffic", Article III, "Vehicle Operation", Section 34-59, "Decrease Of State Law Maximum Speed", "Speed Limit 20 Miles Per Hour", By Adding The "Spanish Grant Bayside Subdivision"; Making Various Findings And Provisions Related To The Subject And Providing For An Effective Date ; Authorizing The City Secretary To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R Winiecke)

Ordinance No. 25-004 was read by caption. Motion was made by MPT Robb, second by CM Brown, to approve the ordinance. Unanimously approved.

10.C. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Amending The Code Of The City Of Galveston, Galveston 1982, As Amended, By Sunsetting The "Families, Children And Youth Advisory Board, And The Provisions Thereof, Under Chapter 26, "Parks And Recreation", Article V.; And Amend Chapter 2, "Article Iv. – Boards, Commissions And Committees', Division 2., As Applicable; Making Various Findings And Provisions Related To The Subject; Providing For An Effective Date. (B. Sanderson)

Ordinance No. 25-005 was read by caption. Motion was made by CM Brown, second by CM Lewis, to approve the ordinance. Unanimously approved.

11. CONSENT ITEMS - The Following Items Shall Be Considered For Action As A Whole, Unless One Or More Council Members Objects. The City Manager Is Authorized To Execute All Necessary Documents Upon Final Approval By The City Attorney.

Motion was made by Mayor Brown, second by CM Porretto, to approve Consent Items 11A through 11TT, excluding Items 11P and 11Z. Unanimously approved.

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11.A. Consider A Motion Accepting And Ratifying The Settlement Of The Claim Of RAC Industries And Payment In Satisfaction Of That Settlement As Outlined In The Executive Session Of December 2024. (Legal)

11.B. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Continuing The Interlocal Agreement With The Galveston Park Board Of Trustees Providing For The Conduct Of Hotel Occupancy Tax Audits By The City Auditor For A Total Of One Hundred (100) Cases For Audit, Providing For A Cost Reimbursement Of Six Hundred Dollars ($600.00) Per Audit Of Short Term Rentals, One Thousand Dollars ($1,000.00) Per Audit Of Hotels, For A Total Compensation Not To Exceed Sixty Thousand Dollars ($60,000.00); Providing For Completion By September 30, 2025; Making Various Findings And Provisions Related To The Subject. (G. Bulgherini)

Resolution No. 25-009

11.C. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Appointing A President To The Galveston Housing Finance Corporation, And The Galveston Property Finance Authority; Designating The Term Of Office Of The President; Providing For Findings Of Fact And For An Effective Date. (M. Hay)

Resolution No. 25-004

11.D. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Directing Staff To File All Necessary Documents And Supporting Materials In Application For A Fiscal Year 2025 Sb 224 Catalytic Converter Grant Via The Motor Vehicle Crime Prevention Authority (Mvcpa); Authorizing The City Manager To Execute All Required Documents For The Grant Program; Providing For Findings Of Fact And Providing For An Effective Date. (D. Balli)

Resolution No. 25-002

11.E. Consider For Approval To Allocate $48,000.00 In An Encumbrance Purchase Order For Baybridge Administrators To Facilitate Article 11 Of The Collective Bargaining Agreement. (D. Balli)

11.F. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Accepting The City's Portion Of A 2024 Byrne Justice Assistance Grant From The Department Of Justice In A Joint Total Amount Of $35,621.00, And Said City Portion To Provide For The Purchase Of Tactical Patrol Equipment For The City Of Galveston's Police Department; Authorizing The City Manager To Execute An Interlocal Agreement With Galveston County; Appointing The County As Fiscal Agent For The Grant; Dividing The Total Grant Award Between The Parties; Providing For Findings Of Fact And Providing For An Effective Date. (D. Balli)

Resolution No. 25-003

11.G. Consider For Approval The Acceptance Of A Grant From Galveston County For Training Expenses In The Amount Of $22,500.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (M. Varela)

Resolution No. 25-006

11.H. Consider An Action Regarding An Adjustment To The Sandpiper Motel Utility Billing Account For An Amount Not To Exceed $16,084. (C. Ludanyi)

11.I. Consider A Motion To Approve A Contract With Brink's Incorporated For Armored Vehicle Services. (C. Ludanyi)

11.J. Consider For Approval The Purchase Of 185 Motorola N70 Digital Handheld Radios With Required Programming And Accessories In The Amount Of $1,191,680.04 To Replace The Aged Radio Inventory

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Now At “End Of Life” Per Motorola But Currently In Use By The Police Department. R Simmons

11.K. Consider For Approval An Extension And Amendment Of Contract Between The City Of Galveston And Old Central Cultural Center To Assist The City Of Galveston In The Development Of An African American Cultural Heritage District. (B. Sanderson)

11.L. Consider For Approval Changes To Fees For Lasker Park Pool, Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (B. Sanderson)

11.M. Consider For Approval An Application To The Cultural Arts Commission From The Z Krewe For Permission To Paint The Intersection At 21st And Strand, Consistent With Long Tradition And In Compliance With The Standards Set Out In Section 32-3 "Notices, Drawings, Or Caricatures On Pavement" Of The City Of Galveston Code. (B. Sanderson)

11.N. Consider For Approval An Application To The Cultural Arts Commission From The United Way Of Galveston For Permission To Paint The Sidewalk And Ramp Walls, Located At Austin Middle School (East Side), In Compliance With The Standards Set Out In Section 32-3 "Notices, Drawings Or Caricatures On Pavement" Of The City Of Galveston Code. (B. Sanderson)

11.O. Consider For Approval The Rental Of Portacan Units For Pocket Parks 1 And 3, In The Amount Of $23,114.00 Each, For A Total Of $46,228.00, For March Through October 2025. (B. Sanderson)

11.P. : Consider For Approval Awarding Bid# 25-01 To R. Alden Marshall & Associates LLC. In The Contract Amount Of $54,930.00 For The Restoration Of The Sydney Sherman Monument Authorizing The City Manager To Sign All Documents Upon The Review And Approval Of The City Attorney. (C. Kenworthy)

Motion was made by CM Brown, second by CM Finklea, to approve Item 11P as presented. Unanimously approved.

11.Q. Approve A Request Authorizing The Award Of An Agreement To CAN/AM Technologies Inc For Purchase And Implementation Services Of The Teller Cashiering Solution And Approving The Execution Of Various Contract Documents As Outlined In This Report. (H. Dean)

11.R. Approve A Request Authorizing An Amendment To The Agreement With Cognizant Worldwide (Collaborative Solutions, LLC) For Purchase Of Post Workday Production Lean-On Services As Outlined In The Statement Of Work For An Amount Up To $ 237,925. (H. Dean)

11.S. Consider For Approval The Renewal Of The Annual Subscription Agreement With DLT Solutions, LLC Utilizing DIR TSO 4236 For InfoWorks ICM Ultimate Software Package Licenses And AutoCAD Licenses. (H. Dean)

11.T. Consider For Approval An Agreement With Centre Technologies, An Authorized Microsoft License Reseller, For The Purchase Of Microsoft Office 365 Licenses For A One (1) Year Term. (H. Dean)

11.U. Consider For Approval Amending The 2017 Airport Ground Lease Policy As Presented Upon Final Approval Of The City Attorney (M. Shahan).

11.V. Consider For The Approval A 3-Year Contract, With The Option To Extend The Contract For Two One-Year Terms, For A Total Of Five Years, At The Cost Of $14,394.09 Over The Five-Year Period. This Contract Is For Axon Enterprise, Inc, For 7 (Seven) XP26 Tasers, Which Will Give The Deputies A Non-Lethal Option When Required While Using The Use Of Force Continuum And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. The Funding Source Will Be From The Marshals Office Approved Budget Funding Source Is Minor Equipment 0100-261000-522056-423800. This Contract Will Utilize BuyBoard Proposal No. 698-23 (CEW Only). Nick Yeley

11.W. Consider The Approval To Purchase 17 Strada Pay Stations Utilizing Omnia Contract # 158971 From Mitchell Time And Parking At A Cost Of $178,078.00. Authorize The City Manager To Execute The

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Purchase. The Funding Source Will Be From Parking Management Capitol Overlay Improvement Account 1096-913650-54005-425600. Nick Yeley

11.X. Consider For Approval, Authorizing The City Manager To Approve An Expenditure Of $19,500.00 With Mike Costello, Who Submitted The Lowest And Most Responsible Quote To Install A Silicone Roofing System On Hangar 70 Upon Final Approval By The City Attorney (M. Shahan).

11.Y. Consider For Approval The Acceptance Of A Grant Award From The US Department Of Energy (USDOE) For The Energy Efficiency And Conservation Block Grant (EECBG) Program $89,006.98 Authorizing The City Manager To Sign All Required Documents Upon Final Approval Of The City Attorney. (T Wrobleski)

Resolution No. 25-008

11.Z. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas Supporting The Usage Of The Rosenberg Library Facility As A Cooling, Heating, And Disaster Registration Center (DRC), During Extreme Weather Conditions; Approving And Authorizing The City Manager To Enter Into And Execute An Agreement Between The City Of Galveston And The Rosenberg Library Association Regarding The Same, Upon Final Approval Of The City Attorney; Providing For Findings Of Fact And Providing For An Effective Date. (T. Wrobleski)

Pulled from the agenda.

11.AA. Consider For Approval The Acceptance Of A Grant Award From The US Department Of Transportation (US DOT) For The Strengthening Mobility And Revolutionizing Transportation (SMART) Grant Program In The Amount Of $1,999,970.00 Authorizing The City Manager To Sign All Required Documents Upon Final Approval Of The City Attorney. (T Wrobleski)

Resolution No. 25-007

11.BB. Consider For Approval The Purchase Of (3) Four-Ton HVAC Units For The Airport (WWTP) In The Amount Of $65,906.38 From Way Engineering And Authorize The City Manager To Sign All Required Application Documents Upon Final Approval Of The City Attorney. (T Wrobleski)

11.CC. Consider For Approval The Purchase Of (220) LED Strip Lights For Traffic Signal Cabinets For $23,100.00 From Texas Highway Products LTD And Authorize The City Manager To Sign All Required Documents Upon Final Approval Of The City Attorney. (T Wrobleski)

11.DD. Consider For Approval A Professional Services Contract With Lockwood Andrews & Newnam, Inc. (LAN) To Complete Construction Phase Services For The Galveston Lift Station # 6, 8 & 26 Repair Project In An Amount Of $151,146.00; Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R Winiecke)

11.EE. Consider Approval Of Amending The Funding Source To The Contract With Industrial TX Corp. For The Pirates Beach Wastewater Treatment Plant And Lift Station #35 Reconstruction Project, Item 11I Approved By City Council On August 24, 2023, In The Amount Of $22,797,120.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R Winiecke)

11.FF. Consider For Approval Authorizing Phase 2 Of The Existing Professional Services Contract With Stantec Consulting Services (Stantec) To Complete The Construction Phase Engineering Services For The South Shore Pump Station In An Amount Of $891,850.00; Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R Winiecke)

11.GG. Payment Of Shared Expenses Towards Maintenance Of The Old Galveston Causeway During FY2024 In Accordance With The “Agreement For Renovation And Future Maintenance Of Old Galveston

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Causeway (11/2002)" And The "First Amendment To Agreement (05/2010) To BNSF Railroad Company, Invoice No. 90273622, Dated 09/23/2024, In The Amount Of $155,942.42.(R Winiecke)

11.HH. Consider For Approval The Replacement Of The Damaged Fence And Gate Controller At 30th Street Pump Station, In The Amount Of $22,695.38 With Foster Fence Through Buyboard Contract. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T Arnold)

11.II. Consider For Approval A Three-Year Annual Maintenance Contract For The Water / Wastewater SCADA System Software And Equipment At The Supply Division Water Pump Stations, Various Elevated Storage Tank Facilities, Wastewater Treatment Plants And Various Lift Stations From Sole Source Provider Watlow Electric Systems USA Inc. (Formerly Schneider Electric Systems). The Cost Of The Annual Contracts Will Be $183,529.00 For 2025, $190,370.00 For 2026 And $199,889.00 For 2027. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T Arnold)

11.JJ. Consider For Approval The Renewal Of A Contract To Preform Annual Maintenance On The City's SolarBees Installed In Lake Madeline, In The Amount Of $16,900.00 With IXOM Watercare. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T Arnold)

11.KK. Consider For Approval The Ratification Of The Emergency PO For The Rehabilitation Of A Failed Sanitary Sewer Manhole On 23rd Street Between Market And Postoffice, Performed By Southern Trenchless Solutions In The Amount Of $27,257.67. (T Arnold)

11.LL. Consider For Approval The Purchase Of 6 Actuator Valves For Main Wastewater Treatment Plant (WWPT) In The Amount Of $52,830.00 With Rotork Controls Inc. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T Arnold)

11.MM. Consider For Approval The Payment For Maintenance Services Performed On Main Wastewater Treatment Plant's (WWTP) Blower System, In The Amount Of $18,622.00 Through Atlas Copco. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T Arnold)

11.NN. Consider For Approval The Buyboard Purchase Of Twenty-Two Traffic Signal Controllers And Malfunction Management Units Along Ave O And Ave P For The Amount Of $100,980.00 From Texas Highway Products. Authorizing The City Manager To Execute All Necessary Documents Upon Approval By The City Attorney. (T Arnold)

11.OO. Consider For Approval The Acceptance Of The BuyBoard Contract #731-24 From Vortex Services, For The Purchase Of 8" Cured-In-Place Sanitary Sewer Liner In The Amount Of $17,967.16. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T Arnold)

11.PP. Consider For The Approval Of The Contract And Payment Totaling $37,500 To Sky Wonder Pyrotechnics For The 2025 Juneteenth Holiday Fireworks Show Which Will Be Funded By The Hotel Occupancy Tax And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

11.QQ. Consider For The Approval Of The Contract And Payment Totaling $104,754.18 To Faster Assets For The Migration Of The Current Fleet Software System To Faster Web Which Will Be Funded By The Information Technology Improvement Fund And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith / H. Dean)

11.RR. Consider For The Approval Of A Resolution Supporting An Interlocal Agreement Between The City Of Galveston, Texas And Harris County (Dba Harris County RIDES), In An Amount Of $400,000 Which Is Funded By A FTA/TXDOT Grant (80-20 Match) In Support Of Subsidized Taxi Services For The Delivery

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Of ADA Paratransit/Demand Response Transit Services And Thereby Authorizing The City Manager To Execute The Attached Agreement Thereof. (D. Smith)

Resolution No. 25-001

11.SS. Consider For The Approval Of A Resolution Of The City Council Of The City Of Galveston Establishing Certain Special Events As Serving Public Purposes, Authorizing The City Manager To Execute The Standard Form Agreement From The Texas Department Of Transportation For Temporary Closures Of State Right Of Ways For Each Event Along With All Other Necessary Documents. (D. Smith)

Resolution No. 25-005

11.TT. Consider For Approval Minutes Of The November 14, 2024 Workshop And Regular Meeting, And The December 12, 2024 Workshop And Regular Meeting. (J. Williams)

12. ACTION ITEMS

12.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Related To The Disposition Of L.A. Morgan School; Expressing Support For The Galveston Independent School District Trustees To Consider Alternative Use Plans For The L.A. Morgan School Site; To Reach Out To Various Community Groups To Solicit Proposals For That Site, Which Could Include A National Juneteenth Museum, And/Or A Community Park; Providing For Findings Of Fact And Providing For An Effective Date. (Lewis/C. Brown)

Motion was made by CM Lewis, second by CM Finklea, to defer Item 12A. Unanimously approved.

12.B. Discuss And Consider Appointments To The Following City Boards, Commissions, And Committees:

Finance, Fiscal Affairs and Investment Committee - Motion was made by CM Rawlins, second by Mayor Brown, to appoint Dr. Ed Zompa. Unanimously approved.

Short Term Rental Ad Hoc Committee
(1) Motion was made by Mayor Brown, second by CM Brown, to appoint the following members: Larry Murphy, District 1; Deborah Burkley, District 2; Sheila Lidstone, District 3; Claire Reiswerg, Mayor; David Bloom, District 4; Joseph Spencer, District 5; Ted Shook, District 6; Stakeholder appointees Robert Zahn, GAR; Christine Bryant, Vision Galveston; Lyndsey Garza, STROAG; Liz Overton, GARM; and City Manager appointee Tim Tietjens. Unanimously approved.

(2) Motion was made by MPT Robb, second by CM Rawlins, to appoint Mayor Pro Tem Marie Robb as Ex Officio. In favor: Porretto, Rawlins, and Robb. In opposition: C. Brown, Lewis, Finklea, and B. Brown. Motion failed.

(3) Motion was made by CM Rawlins, second by CM Lewis, to appoint CM Bob Brown as Ex Officio. Unanimously approved.

13. RECEIVE AND FILE (Non-Action Items)

13.A. Letter From Senator John Cornyn - Martin Luther King Jr. Day

13.B. Gulf Coast Authority - Notice Of Legislation Related To The Meetings Of The Board Of Directors Of The Gulf Coast Authority

14. ADJOURNMENT

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The meeting was adjourned at 6:51 p.m.

Janelle Williams, City Secretary

Date Approved:

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MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
WORKSHOP - FEBRUARY 27, 2025

2/27/2025 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

With a quorum present, the workshop was called to order at 9:00 a.m.

2. ROLL CALL

Present: Mayor Craig Brown, Mayor Pro Tem Marie Robb, Council Member Sharon Lewis, Council Member David Finklea, Council Member Bob Brown, Council Member Alex Porretto, and Council Member Beau Rawlins.

3. DISCUSSION ITEMS

3.A. Clarification Of Consent And Regular City Council Agenda Items - This Is An Opportunity For City Council To Ask Questions Of Staff On Consent And Regular Agenda Items (1 Hour)

Items 8B, 11A, 11C, 11D, 11G, 11H, 11I, 11J, 11O, 11S, 11U, 11V, 11W, and 12A were clarified by Staff.

3.B. Discussion Of Coyotes/Wildlife And Related Proposed Programs (J Henderson/ Animal Control - 15min)

Galveston Island Humane Society Director Josh Henderson and Animal Services Supervisor Kristen Thompson discussed with City Council the growing issue of coyotes on Galveston Island, which is causing concern among residents and local authorities. The coyotes are genetically unique, sparking scientific interest, but they are increasingly encroaching on residential areas, causing fear for some and admiration for others.

To address the issue, the City introduced a GIS-based reporting tool for the public to track coyote sightings and behavior. Public education on hazing techniques—such as yelling, throwing objects, or using water guns—is also emphasized to discourage coyotes from approaching human areas. Key points discussed include: (1) Skirting around homes, unsecured garbage, and neglected barbecues attracting wildlife; (2) Public education on reporting coyote sightings, as only 15% of incidents are reported; (3) Volunteer programs and social media outreach to increase citizen involvement in hazing and wildlife education; (4) Plans to hire more animal control officers and discuss budget needs for better response and enforcement; and (5) The possibility of creating a wildlife ordinance to better manage the situation. In conclusion, a multi-pronged approach, combining education, community involvement, improved animal control, and policy development, is being pursued to address the coyote problem and other wildlife-related concerns on the island.

Council took a 10 minute break at 11:10 a.m.

3.C. Pelican Island Bridge Update (D Buckley/C Brown/M Robb - 15 Min)

Deputy City Manager Dan Buckley provided an update on the Pelican Island Bridge. Key points include: (1) The City and TXDot have agreed on an instrument that is ready for signing once certain conditions are met; (2) There is a need for additional funding to complete the bridge project. CM Robb is pursuing backup funding from the Houston-Galveston Area Council (H-GAC); (3) There is a local funding requirement for the project, and a memorandum from the City Attorney explains why this is necessary; (4) Galveston County initially committed $7

million, but only $5 million will be available after adjustments for other projects; (5) The City is exploring the possibility of using part of the County's bond issue to cover the $2 million shortfall, though this decision would need Council approval; (6) for the Project: The project has significant support from local, regional, and national stakeholders, including legislators and economic development groups; (7) CM Robb will be presenting the project to the Transportation Policy Committee (TPC), and while no vote will take place immediately, it is a critical step for gaining further support. The funding request is substantial (around $139 million), and while it's a significant ask, there is broad backing for the project from various groups. The next steps include continued outreach for funding and support.

3.D. Discussion Of The City Of Galveston Comprehensive Plan Update – Plan Framework And Timeline (T. Tietjens/ P. Milburn - 10 Min)

Development Services Director Tim Tietjens and Senior Planner Pete Milburn discussed with Council updates related to the City of Galveston's comprehensive plan, including the timeline, scope, and public engagement process. The project is pending an award from the GLO Resilient Communities Program. The estimated contract award is expected in three to four months, leading to a likely project kick-off in July 2025. The scope will be discussed in more detail at the next meeting, with the potential for adjustments if necessary. The consultant has agreed to hold their price for up to a year. A steering committee will be appointed by Council at the next meeting. The plan includes multiple public engagement points, including town halls and steering committee meetings. The project is set for completion within 24 months, with 12 months dedicated to the comprehensive plan and 12 months for implementing resilience measures and ordinances. There was a brief discussion on the legal and financial aspects of modifying the scope, with a 25% rule for changes to contract value.

Council took a lunch break starting at 12:26 p.m. and ending at 12:50 p.m.

3.E. Discuss A Draft Request For Proposal For A Master Developer For Stewart Beach Park. This Draft Is For A Definition Of Master Planner And A Scope Of Services/Work The City Is Requesting (D Anderson - 20 Min)

Architectural Project Manager Dudley Anderson discussed with Council a draft Request for Proposals (RFP) for a master developer for Stewart Beach Park, Key points discussed include: (1) Defining the Scope: The city needs to clearly define the park's development goals to guide the RFP and ensure consistent, comparable proposals. This involves setting clear expectations and identifying desired project outcomes; (2) Developer Selection: The process will include evaluating proposals based on qualifications, costs, and a master plan. The city aims to balance local participation and ensure a fair, transparent selection process, possibly using a design-build approach; (3) Public Participation: Incorporating public input is critical, but the process should be clearly defined to avoid ambiguity, which could impact profitability and success; (4) Master Plan: The master plan should reference existing plans, define key elements (like land use), and outline developer responsibilities. There will be some flexibility to allow for developer input while maintaining a defined scope; (5) Beach Patrol and Operations: Considerations for the Beach Patrol, including space needs and minimizing its direct beach operations, are important. There's also a need for financial projections and a finalized business plan for the project; (6) East Beach: While no new development is planned, some operations may shift to East Beach, which should be considered in the developer's plan; (7) Timeline and Next Steps: Feedback is expected within two weeks to refine the RFP, with the goal of having a clearer proposal ready for the March meeting.

3.F. Discussion Of Parks Owned And Or Managed By The City (C Brown/B Brown/City Staff - 40 Min)

1. Future Status of Community, Revenue Producing and Tourist Oriented Parks (D Buckley)

Deputy City Manager Dan Buckley discussed with Council the future management and status of parks owned or managed by the City, with an emphasis on community revenue-generating

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and tourist-oriented parks. Key topics include: (1) Park Categories: The parks are divided into four types: Community Parks, Beach Parks, Sports Parks, and Revenue/Enterprise Parks. The goal is to refine the structure of these parks for better management and efficiency; (2) Operational Challenges: Currently, the City parks have a bifurcated management system where some are run internally by the City and others by the Park Board. There are concerns about operational inefficiencies, financial constraints, and a lack of focus on the core mission of the Park Board, which is to promote tourism.

Staff seeks Council support to: (1) Define and categorize parks more clearly; (2) Shift the management of certain parks (like Seawolf and Dellanera) back to the City; (3) Update the mission statement of the City Parks and Recreation Department to better reflect its role; and (4) Determine the appropriateness of using city resources for revenue-generating activities that may compete with local businesses (e.g., boat ramps or convenience stores in parks).

Concerns are raised about whether the delegation of park management to the Park Board complies with the City's charter, the legality of using city funds to compete with local businesses, and whether parks should be used for private business ventures. Staff requests that Council provide input on how to proceed with these issues, and a comprehensive review is needed, particularly on the financial and legal implications of changes. The overall goal is to streamline park management, improve operational efficiency, and ensure that city resources are used appropriately.

2. Seawolf Park - Including but not Limited to a Business Plan, RV Park, Sewer Treatment, Boat Ramp and Naval Museum

Deputy City Manager Dan Buckley discussed with Council the management and future development of Seawall Park, particularly considering the addition of amenities like a boat ramp, RV park, and sewer treatment, as well as its potential for generating revenue for the city. Several key points were raised: (1) Seawall Park Development Plans: There have been discussions about adding a boat ramp and an RV park, though these ideas face challenges. One issue is the lack of space for both a boat ramp and an RV park, as well as concerns about the potential cost, legal implications, and competition with local businesses; (2) Revenue and Funding: The City has been considering how to make the park self-sufficient or even generate surplus revenue. However, there's debate about whether it is appropriate for the City to use taxpayer money to compete with local businesses; (3) Legal Questions: There were concerns raised about the legalities of converting a public park for commercial purposes. The Council discussed the need for legal clarification, particularly about whether it's permissible under the city charter and state laws; (4) Park Management: The Council is considering how the City should manage its parks. They're looking at whether the city should take over park management from the Park Board, which currently handles some of the parks, or whether to lease the parks out to private businesses. There was a suggestion that it might be more cost-effective for the City to manage the parks directly, as there would be fewer administrative costs; (5) Next Steps: The City Council discussed putting Seawall Park discussions on hold temporarily while further legal and policy analyses are conducted. There's a need to compare different management models, and a more detailed cost analysis of City-managed parks will be provided at future meetings.

3.G. Discussion Of The Findings Of The Park Board Conflict Of Interest Audit And Expansion Of The City Auditor's Audit Plan For 2025 (G Bulgherini - 20 Min)

City Auditor Glenn Bulgherini provided information on the ongoing conflict of interest audit for the Park Board and the proposed expansion of the City Auditor's 2025 audit plan. He reported that the Conflict of Interest Audit is still in progress, awaiting more information from the Park Board. An update and written report are expected by March. There's a proposal to expand the audit's scope, requiring additional resources and potentially delaying other audits. Council members questioned how this would impact the overall audit plan. The City Auditor suggested expanding the conflict of interest audit, which would require more detailed interviews and verification. This will impact the timeline and resources, possibly delaying

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other audits. Discussion was held regarding whether to focus on one or two years of HOT (Hotel Occupancy Tax) fund audits or a broader span. Expanding this audit could affect the resources available for other audits. Due to limited resources, some audits, such as those related to public works overtime, police seized funds, and travel expenses, might be delayed or adjusted. HOT tax audits, especially for short-term rentals and hotels, are taking longer than expected. The Council is considering whether to reduce or postpone these audits. Sales tax audits are prioritized as they directly benefit the general fund, whereas HOT tax audits are seen as more costly and less efficient. There is discussion of expanding conflict of interest audits, especially concerning high-cost projects, to improve oversight and better manage taxpayer money. To meet audit deadlines, there's a suggestion to hire part-time help for data entry, particularly due to staff injuries. The discussion highlights the balance between the cost of audits and the need for proper oversight to ensure transparency and effective use of public funds.

3.H. Discussion Of Joint Meeting Dates For The Wharves And Park Boards (C Brown - 10 Min) (Action)

Mayor Brown placed this item on the agenda to discuss joint meetings with the Wharves and Park Boards, separate from regular workshop meetings. This item is on today's regular meeting agenda for Council's consideration.

3.I. City Topics (Robb/Rawlins - 20 Min)

1. Possible bond for mill and overlay of all streets without raising prices or taxes - **The discussion centers around the idea of issuing a bond for street improvements in the City, specifically for milling and overlaying streets, without increasing taxes. The City has been facing challenges with its street paving schedule due to resource allocation for storm recovery efforts and a hiring freeze. The bond would help the City catch up on street projects and use resources efficiently. The funding for the bond could come from the infrastructure set-aside fund, which is currently underutilized.**

2. Discussion of incentives for people building large economic development projects, including, but not limited to, drainage; Discussion of NFIP requirements for drainage - **Discussion was held regarding the challenges and opportunities associated with drainage requirements in economic development, specifically how they impact developers on the island. There is concern that the City isn't offering enough economic development incentives to attract businesses, with drainage requirements being a significant issue. There's concern about the impact of federal changes on flood insurance policies and local regulations. The Council discussed how to balance the need for effective drainage with fostering economic growth, possibly by introducing new development incentives or adjusting regulations to make projects more feasible. The discussion is focused on finding a balance between maintaining flood safety through drainage requirements while making the city more attractive for developers by offering more flexibility and incentives.**

3. Discussion of citizen complaints concerning the City Marshal Program - **CM Robb placed this item on the agenda to discuss citizen complaints related to the City Marshall Program. The discussion was about improving the City Marshall Program's operations, ensuring fair enforcement of city codes, handling complaints more transparently, and addressing concerns about how complaints are reported and managed.**

4. Update of the Drainage Improvement Pilot Project - **Assistant City Manager Brandon Cook reported that the drainage improvement projects are currently stalled due to recovery efforts from recent storms and staffing shortages, but progress is expected once recovery efforts are complete and the necessary personnel are in place.**

3.J. City Topics (Rawlins/Porretto - 10 Min)

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1. Discussion of workday system and updates - **CM Rawlins placed this item on the agenda to discuss issues with the implementation of the new payroll system (Workday) in the city, particularly within the Police Department. The City's payroll system had technical problems, particularly with the coding for overtime, special assignments, and different types of pay. Council members and City officials emphasized that ensuring employees were paid correctly was a top priority. Although there were issues during the initial rollout, employees' paychecks were issued on time, and the system's glitches were being addressed quickly.**

Discussion of Process of Creation of the Council Agenda - **Discussion was held regarding the process of creation of the Council agenda. Council members, when proposing agenda items, typically have their requests honored as submitted, unless there are items that needed more specifics for clarity. Staff emphasized the importance of council members specifying what they need when submitting agenda items to ensure proper preparation and clarity. If the agenda items are vague, it creates challenges for staff in terms of public understanding and staff preparation.**

3.K. City Topics (Porretto/Rawlins - 10 Min)

Discussion of NFIP requirements for development - **CM Porretto placed this item on the agenda to discuss with Council NFIP requirements for development. The City is working with the National Flood Insurance Program (NFIP) to maintain a favorable Community Rating System (CRS), which helps lower flood insurance costs. However, discussions highlight how certain drainage requirements may not contribute to improving the CRS rating and may need to be reassessed to make development easier and more attractive. This item was discussed in conjunction with Workshop Item 3.I.2.**

3.L. Discussion Of Conditions To Be Met Before The City May Accept Any Conveyance Of Any GISD Owned Property (Porretto/C. Brown/B. Maxwell/D. Glywasky - 20 Min)

The discussion focuses on the conditions for the potential transfer of GISD-owned property to the City of Galveston for park development. Key points include: Before the City accepts the land, the building and structures must be demolished, and environmental issues, such as asbestos, must be addressed. The City would like full flexibility to use the land for parks without restrictions, in line with its Master Parks Plan. There is a formal procedure for naming parks, which should not be based on financial contributions, and the City must follow legal steps, including board reviews, before accepting the property. The City opposes the reverter clause proposed by Project Rosenberg, believing it unnecessary due to existing parkland use provisions. Concerns were raised about potential costs beyond acquisition, such as property taxes, environmental cleanup, and long-term maintenance. The City wants to ensure that existing parks (like Jones and Shield Parks) are adequately funded before proceeding with new park development. The City emphasizes the need for clear financial guarantees from Project Rosenberg and an escrow deposit to ensure the deal is genuine. The deadline for escrow and demolition is set for July 1. There is a suggestion for an interlocal agreement to resolve issues like the reverter clause and ensure shared responsibility for the property. Concerns about community input and transparency are raised, particularly regarding the East End's advocates for the project. In summary, while there is support for acquiring new parkland, the City is cautious and focused on ensuring clear financial commitments, legal processes, and avoiding any hidden costs.

4. ADJOURNMENT

The workshop was adjourned at 3:52 p.m.

Janelle Williams, City Secretary

Date Approved:

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MINUTES OF THE CITY COUNCIL OF THE CITY OF GALVESTON
REGULAR MEETING - FEBRUARY 27, 2025

2/27/2025 - Minutes

1. DECLARATION OF A QUORUM AND CALL MEETING TO ORDER

   With a quorum present, the meeting was called to order at 5:00 p.m.

2. ROLL CALL

   Present: Mayor Craig Brown, Mayor Pro Tem Marie Robb, Council Member Sharon Lewis, Council Member David Finklea, Council Member Bob Brown, Council Member Alex Porretto, and Council Member Beau Rawlins.

3. INVOCATION

   The invocation was given by Rev. Richard Rhoades of First Lutheran Church.

4. PLEDGE OF ALLEGIANCE

   Mayor Brown led the Pledge of Allegiance to the American Flag and Texas Flag.

5. CONFLICTS OF INTEREST

   None.

6. PRESENTATIONS/REPORTS OF COUNCIL, OFFICER BOARDS, AND CITY MANAGER

   6.A. Pursuant To Texas Government Code Section 551.0415, The City Council May Report On Any Of The Following Items:

   1. Expressions of thanks, gratitude, and condolences

   2. Information regarding holiday schedules

   3. Recognition of individuals

      a. Mayor's/Monarch Pledge Day - **presented by Mayor Brown.**
      b. Certificates of Recognition - I.L.A. Local 20, Family Service Center of Galveston County, Better Parks for Galveston - **presented by CM Brown.**
      c. Jerry Mohn Certificate of Recognition and Key to the City - **presented to Jerry Mohn by Mayor Brown and Mayor Pro Tem Robb.**

   4. Reminders regarding City Council events

   5. Reminders regarding community events

   6. Health and safety announcement - **MPT Robb reminded the public about the presence of rattlesnakes in the dunes.**

7. COMMUNICATIONS AND PETITIONS

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Claims:25-004 - Audrey Dickson-Walker; 25-005 - Nicholas Gilmore; 25-006 - Celeste Taylor-Valasco; 25-007 - Edwardo Esquivel; 25-008 - Marcella Gallon; 25-009 - Eddie Calderas; 25-010 - Georgina Hullum; 25-011 - Darrell Singleton

8. PUBLIC HEARINGS

8.A. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Changing The Zoning From Residential, Single-Family (R-1) Zoning District To Restricted Residential, Single Family (R-0) Zoning District On Various Properties Of The Sea Breeze Subdivision As A Restricted Residential, Single-Family (R-0) Zoning District. Properties Are Legally Described As Abstract 121 Page 48 Lots 1 Through 11 Sea Breeze And Abstract 121 Page 48 North 75 Feet Of Lot 12 (12-1) Sea Breeze, In The City And County Of Galveston, Texas. Planning Case Number 25P-004; Making Various Findings And Provisions Related To The Subject. (P. Milburn)

Ordinance No. 25-006 was read by caption. Pete Milburn provided staff comments. The public hearing was opened. Madonna Mamerow commented on the R-0 requirements for her neighborhood. The public hearing was closed. Motion was made by MPT Robb, second by CM Lewis, to approve the zoning change. Unanimously approved.

8.B. Consider For Approval An Ordinance Of The City Of Galveston, Texas, Creating A Planned Unit Development (PUD) Overlay Zoning District In A Commercial (C) Zoning District To Develop An Auto Fueling Station Land Use On Property Commonly Known As 13722-14000 San Luis Pass Road / FM 3005, And Which Is Legally Described As Part Of Lots 32 And 45 (45-5), And Adjacent Abandoned Street, Trimble And Lindsey Survey, Section 3, In The City And County Of Galveston, Texas; Planning Case Number 25P-001; Making Various Findings And Provisions Related To The Subject; And Providing For An Effective Date. (C. Gorman)

Ordinance No. 25-007 was read by caption. Catherine Gorman provided staff comments. The public hearing was opened and closed with no speakers. Motion was made by MPT Robb, second by CM Brown, to approve the Planned Unit Development. Unanimously approved.

9. PUBLIC COMMENT

Public Comment: June Collins Pulliam, Elizabeth Beeton, Shon Arthur, Tarris Woods, Thomas Singleton, and Pastor Tim Sykes spoke in support of Item 12A; Tony Brown requested deferral of Item 12A. Madonna Mamerow commented on Item 11D.

Non-Agenda Items: Jo Hewett commented on ghost wolves in Galveston; Emily Henderson offered an apology to City Council for past behavior; Sheila Bell commented on sidewalks and tornadoes.

10. ORDINANCES (NOT REQUIRING PUBLIC HEARINGS)

10.A. Consider For Approval An Ordinance Of The City Of Council Of The City Of Galveston, Texas, Amending The Designated Meeting Days For The Year 2025 Of Joint Meetings With The Park Board Of Trustees And The Board Of Trustees Of The Galveston Wharves; Reserving The Right Of Council To Schedule Additional Meetings As Needed; Providing For Findings Of Fact And Providing For An Effective Date. (Brown)

Ordinance No. 25-008 was read by caption. Motion was made by Mayor Brown, second by CM Porretto, to approve the ordinance. Unanimously approved.

11. CONSENT ITEMS - The Following Items Shall Be Considered For Action As A Whole, Unless One Or More Council Members Objects. The City Manager Is Authorized To Execute All Necessary Documents Upon Final Approval By The City Attorney.

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Motion was made by Mayor Brown, second by CM Lewis, to approve Consent Items 11A through 11Z, except Item 11D. Unanimously approved.

11.A. Consider For Approval The City Auditor's Office Audit On Hotel Occupancy Tax For The 2025 Audit Plan. (G Bulgherini).

11.B. Consider For Approval The City Auditor's Office Audit On Commercial Repair/Remodel Sales Tax Revenue For The 2025 Audit Plan. (G. Bulgerhini).

11.C. Consider For Approval A Request Of The City Attorney For Retain The Services Of Peter Sapio Of The Doyle Law Form For The Conduct Of Title Work Associated With He Pelican Island Bridge Project. (Legal)

11.D. Consider For Approval An Application By Madonna Mamerow To Place Her Art On A Public Sidewalk (Legal)

Motion was made by CM Porretto, second by CM Finklea, to deny the application to place art on a public sidewalk. Unanimously approved.

11.E. Consider For Approval A Resolution Of The City Of Galveston Authorizing Acceptance Of Additional Grant Funds From The Texas General Land Office (GLO), For The Beneficial Use Of Maintenance Dredge Material, Associated With A 1.7 Mile Long Beach Nourishment Project; Authorizing The City Manager To Execute All Required Documents, Upon Final Approval Of The City Attorney; Providing For Findings Of Fact And Providing For An Effective Date. (K. Clark)

Resolution No. 25-010

11.F. Consider For Approval Of An MOU Between The City Of Galveston And Broadway Monument LLC/ Mary Moody Northen Endowment For The Use Of The Lot Located At 2529 Sealy For Special Events, Training, And Educational Purposes. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (M. Varela)

11.G. Consider For Approval The Ratification Of $27,000 For The Emergency Demolition Of The Structure Located At 1604 Market In Galveston, TX. (N.Yeley)

11.H. Consider For The Issuance Of Task Order #4 To Plexos Group, LLC For The Grant Administration Services Related To The Texas General Land Office (GLO) Community Development Block Grant – Mitigation (CDBG-MIT) For The South Shore Drainage Improvement Project In The Amount Of $678,875.00 And Authorizing The City Manager To Execute All Necessary Documents. (T Wrobleski)

11.I. Consider For Approval Changes To Membership And Rental Fees At McGuire-Dent Recreation Center, And Various Athletic Fields And Courts Under The Management Of The Parks And Recreation Department And Designating Special Revenue Accounts For Revenue Earned At Each Location; Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (B. Sanderson)

11.J. Consider For Approval The Acceptance Of A Donation Valued At $1,500.00 From Josh's Benches For Awareness, In Collaboration With The American Foundation For Suicide Prevention, For A Park Bench That Raises Awareness Of Suicide Prevention, At Menard Park. Barbara Sanderson

11.K. Consider For The Approval Of A Resolution Of The City Council Of The City Of Galveston Approving The Amended 2025 City Of Galveston, Island Transit Title VI Plan As Required By The Federal Transportation Administration And The Texas Department Of Transportation. (D. Smith)

Resolution No. 25-011

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11.L. Consider For The Approval Of The Agreement For The Payment To The Galveston County Health District (EMS) For Emergency Medical Services That Will Be Provided During The 2025 Mardi Gras Event For A Total Of $23,408 And Authorize The City Managers Staff To Execute The Document Upon Final Approval By The City Attorney. (D. Smith)

11.M. Consider For The Approval Of The Purchase Of One New Spartan Fire Pumper For The Fire Department To Be Purchased From Metro Fire Apparatus Specialists Inc. Through Sourcewell Coop For A Total Extended Price Of $1,128,886.27 And Authorize The City Manager To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

11.N. Consider For The Approval Of A Prerequisite To Be A Recipient Of FTA Funding That Is Demonstrating The Legal Capacity To Carry Out The Project(S) Included In Federal Assistance Awards And Authorize The City Managers' Staff To Execute The Subject Item Upon Final Approval By The City Attorney. (D. Smith)

Resolution No. 25-015

11.O. Consider For The Approval Allowing The Purchasing Of Parts And Services Utilizing The Buy Board Cooperative Purchasing Contract With Siddons Martin Emergency Group (Contract 698-23/746-24) And Authorize The City Managers Staff To Execute The Agreement Upon Final Approval By The City Attorney. (D. Smith)

11.P. Consider Allowing The Purchasing Of Bulk Fuel By The Fleet Facility Utilizing The TASB Energy Cooperative Purchasing Contract With Sun Coast Resources And Authorize The City Managers Staff To Execute The Agreement Upon Final Approval By The City Attorney. (D. Smith)

11.Q. Consider For The Approval Allowing The Purchasing Of Fuel Station Parts And Services Utilizing The Choice Partners Cooperative Purchasing Contract With Liberty Equipment Sales (Contract 24/016MR-03) And Authorize The City Managers Staff To Execute The Agreement Upon Final Approval By The City Attorney. (D. Smith)

11.R. Consider For The Approval Allowing The Fleet Facility To Purchase The Listed Rolling Stock (Police Service Units) And Associated Equipment From Silsbee Ford Through Tips Co-Op For A Total Price Of $422,663.90 And Authorize The City Managers Staff To Execute The Contract Upon Final Approval By The City Attorney. (D. Smith)

11.S. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Approving A Blanket Lighting Maintenance Agreement With The Texas Department Of Transportation (TxDOT) For A Continuous Lighting System Installation Project, Regarding Installation And Continued Maintenance Of A Continuous Lighting System In Areas Within The City Of Galveston; Authorizing The City Manager To Execute The Agreement And All Other Necessary Documents Upon Final Approval By The City Attorney; Directing The City Secretary To Send A Certified Copy Of This Resolution To The Texas Department Of Transportation; Providing For Findings Of Fact And For An Effective Date. (R Winiecke)

Resolution No. 25-012

11.T. Consider For Approval A Professional Services Contract With Freese & Nichols, Inc. (FNI) To Conduct The Engineering Design Of The Isla Del Sol Pump Station & 0.5 MG Ground Storage Tank (GST) Project For The City Of Galveston In The Amount Of $829,688.00; Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R Winiecke)

11.U. Consider For Approval A Professional Services Contract With Pape-Dawson Engineers (Pape-Dawson) To Conduct The Engineering Design Of The Karankawa Beach & Gulf Palms Drainage Improvement Project For The City Of Galveston In The Amount Of $969,555.00; Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R Winiecke)

DRAFT

11.V. Consider For Approval A Professional Services Contract With Arceneaux Wilson & Cole, LLC. (AWC) To Conduct The Engineering Design Of The Seawolf Park Wastewater Treatment Plant (WWTP) Project For The City Of Galveston In The Amount Of $199,615.00; Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (R Winiecke)

11.W. Consider For Approval The Repair Of The Existing Electrical Service That Provides Power To The Solid Waste Transfer Station Processing Building Utilizing Our Current Contract Number, COG-CON -22-857 With Cresent Electric. This Work Includes Bringing The Existing Services Up To Current CenterPoint And NEC Standards. (D Bender)

11.X. Consider For Approval The Acceptance Of The BuyBoard Contract #757-24 From Foster Fence, For Labor And Materials For The Restoration Of The Fence At Lift Station 38 In The Amount Of $17,596.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T Arnold)

11.Y. Consider For Approval Awarding A 3-Year Contract For The Services Of Conducting Laboratory Sampling For The Water Supply And Wastewater Treatment Divisions (Bid 25-05) To Eastex Environmental Laboratory, Inc., In The Amount Of $106,846.00. Authorizing The City Manager To Execute All Necessary Documents Upon Final Approval By The City Attorney. (T Arnold)

11.Z. Consider For Approval Minutes Of The January 9, 2025 Special Meeting Agenda. (J. Williams)

12. ACTION ITEMS

12.A. Consider For Approval A Resolution Of The City Council Of The City Of Galveston, Texas, Related To The Disposition Of L.A. Morgan School; Expressing Support For The Galveston Independent School District Trustees To Consider Alternative Use Plans For The L.A. Morgan School Site, Which Could Include A National Juneteenth Museum, And/Or A Community Park; Providing For Findings Of Fact And Providing For An Effective Date. (Lewis/C. Brown)

Motion was made by CM Lewis, second by CM Brown, to approve Resolution No. 25-013. In favor: C. Brown, Lewis, Finklea, B. Brown, Porretto, and Rawlins. Abstention: Robb. Motion carried.

12.B. Consider For Approval The Creation Of A Steering Committee Of Fourteen (14) Members; Charging The Committee To Review The City's Comprehensive Plan, To Provide Input And Feedback Of Long-Range Goals And Policies Affecting The City, And To Provide Recommendations As May Be Appropriate. (P. Milburn)

Motion was made by Mayor Brown, second by MPT Robb, to approve Resolution No. 25-014 creating a Steering Committee, and appointing Raymond Lewis, Janae Pulliam, Darryl Davis, Cate Black, Zurisday Robbins Briz, Christine Bryant, Jason Hardcastle, Gina Spagnola, Jonathan Zendeh Del, Erica Farmer, Laura Addison, Marty Miles, and William Schuster. Unanimously approved.

12.C. Receive And Accept The Report Of The City Auditor Related To The Conflict Of Interest Audit That Office Has Conducted On The Park Board.

Motion was made by Mayor Brown, second by CM Finklea, to defer Item 12C to the March meeting. Unanimously approved.

12.C.1. Consider For Action Any Recommendation Of The Auditors Office That The Conflict Of Interest Audit Conducted By The City Auditors Office Of The Park Board Be Expanded In Any Way.

Items 12.C.1 and 12.C.3 were combined into one motion:

DRAFT

Motion was made by CM Finklea, second by CM Porretto, to extend the scope of the current Park Board Conflict of Interest AND Staff's Use of HOT Funds Audit to include a 100% review of two years of activity. One year shall be under the leadership of the previous Executive Director, and one year shall be under the leadership of the current Executive Director. The selected years shall be at the discretion of the City Auditor. Unanimously approved.

12.C.2. Consider For Action Any Procedural Changes As May Be Recommended In Or Inferred From The Conflict Of Interest Report Delivered By The City Auditor Office.

Motion was made by Mayor Brown, second by CM Finklea, to defer Item 12.C.2. Unanimously approved.

12.C.3. Consider For Action An Amendment To The City Auditor's Audit Plan To Include Audits Of The Park Board Staff's Use Of HOT Funds As May Be Recommended By The City Auditor.

Approved with Item 12.C.1.

12.D. Discuss And Consider Appointments To The Following City Boards, Commissions, And Committees:

Short Term Rental Ad Hoc Committee - Motion was made by CM Lewis, second by MPT Robb, to appoint Dominique Brown. Unanimously approved.

Galveston Housing Finance Corporation/Galveston Property Finance Authority - no action.

13. ADJOURNMENT

The meeting was adjourned at 6:29 p.m.

Janelle Williams, City Secretary

Date Approved:

DRAFT

RESOLUTION NO. 25 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, RESCINDING RESOLUTION NO. 24-030, WHICH APPROVED AN ADVANCED FUNDING AGREEMENT (AFA) BETWEEN THE CITY OF GALVESTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROJECT, REGARDING INSTALLATION OF TRAFFIC SIGNALS AT THE INTERSECTIONS OF HARBORSIDE DRIVE (SH-275) & 16TH STREET AND HARBORSIDE DRIVE (SH-275) & 33RD STREET; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 19, 2024, the City Council adopted Resolution No. 24-030, approving an Advanced Funding Agreement (AFA) between the City and the Texas Department of Transportation (TxDOT), for a Surface Transportation Block Grant (STBG), regarding the acceptance of funding the installation new traffic signals at the intersections of Harborside Drive (SH-275) & 16th Street and Harborside Drive (SH-275) & 33rd Street (projects); and,

WHEREAS, TxDot has advised the city that two separate resolutions, specific to each identified intersection, are needed pertaining to the AFA funding agreements; and,

WHEREAS, Resolution No. 24-030 shall be rescinded in order to adopt and approve the two (2) separate resolutions pertaining to the AFA agreements, that are specific to each identified intersection, as requested by TxDot; and,

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest that the City of Galveston rescind Resolution No. 24-030.

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

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

SECTION 2. The City Council of the City of Galveston hereby rescinds Resolution No. 24-030 and otherwise makes Resolution No. 24-030, void.

SECTION 3. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
SR. ASST. CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular meeting held on March 27, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

City of Galveston

DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

Date March 27, 2025

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering

Project Location: Harborside Dr (SH-275) @ 16th & 33rd Street Intersections

Project: Traffic Signal Installations

Request: **Consider Adopting Resolution #_____ Rescinding Resolution No. 24-030, which approved an Advanced Funding Agreement (AFA) between the City of Galveston and the Texas Department of Transportation (TxDOT) for a Surface Transportation Block Grant (STBG) project, regarding the Installation of Traffic Signals at the intersections of Harborside Drive (SH-275) & 16th Street and Harborside Drive (SH-275) & 33rd Street; Providing for Findings of Fact and Providing for an Effective Date.**

Prior Council Action

A. In September 2024, City Council adopted Resolution 24-030 approving an Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to install traffic signals at the intersections of Harborside Drive (SH-275) & 16th Street and Harborside Drive (SH-275) & 33rd Street.

Background

A. TxDOT has advised the city that two separate resolutions, specific to each identified intersection, are needed pertaining to the AFA agreements.
B. Staff will request a separate resolution for each project location individually via separate request.

Fiscal Impact Report

There is no fiscal impact to the city for carrying out this item.

Alternatives

1. Adopt this Resolution rescinding Resolution 24-030 as required by TxDOT and adopt new resolutions per the requested format provided by TxDOT.
2. Do not Adopt this Resolution and reject the funding opportunity being offered to the city.

Staff Recommendation

Staff recommends adopting Resolution #_____ and submitting new resolutions as required by TxDOT for these projects.

Respectfully Submitted,



Robert L. Winiecke

Director of Infrastructure & Engineering

Attachments

Resolution #___

RESOLUTION NO. 25 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, RESCINDING RESOLUTION NO. 24-030, WHICH APPROVED AN ADVANCED FUNDING AGREEMENT (AFA) BETWEEN THE CITY OF GALVESTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROJECT, REGARDING INSTALLATION OF TRAFFIC SIGNALS AT THE INTERSECTIONS OF HARBORSIDE DRIVE (SH-275) & 16TH STREET AND HARBORSIDE DRIVE (SH-275) & 33RD STREET; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 19, 2024, the City Council adopted Resolution No. 24-030, approving an Advanced Funding Agreement (AFA) between the City and the Texas Department of Transportation (TxDOT), for a Surface Transportation Block Grant (STBG), regarding the acceptance of funding the installation new traffic signals at the intersections of Harborside Drive (SH-275) & 16th Street and Harborside Drive (SH-275) & 33rd Street (projects); and,

WHEREAS, TxDot has advised the city that two separate resolutions, specific to each identified intersection, are needed pertaining to the AFA funding agreements; and,

WHEREAS, Resolution No. 24-030 shall be rescinded in order to adopt and approve the two (2) separate resolutions pertaining to the AFA agreements, that are specific to each identified intersection, as requested by TxDot; and,

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest that the City of Galveston rescind Resolution No. 24-030.

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

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

SECTION 2. The City Council of the City of Galveston hereby rescinds Resolution No. 24-030 and otherwise makes Resolution No. 24-030, void.

SECTION 3. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
SR. ASST. CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular meeting held on March 27, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

RESOLUTION NO. 25 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING AN ADVANCED FUNDING AGREEMENT (AFA) BETWEEN THE CITY OF GALVESTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROJECT, REGARDING INSTALLATION OF TRAFFIC SIGNALS AT THE INTERSECTION OF HARBORSIDE DRIVE (SH-275) & 16TH STREET, IN THE CITY OF GALVESTON; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY; DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO THE TEXAS DEPARTMENT OF TRANSPORTATION; PROVIDING FOR FINDINGS OF FACT AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston submitted a Traffic Signal and Guard Rail Improvements project, to the Houston-Galveston Area Council (H-GAC), which is the regional Metropolitan Planning Organization (MPO) that the City is a member of; and,

WHEREAS, the installation of traffic signals at the intersection of Harborside Drive (SH-275) & 16th street, is in furtherance of improving traffic management along the Harborside Drive (SH-275) corridor, given the recent and proposed port improvements associated with the cruise industry; and,

WHEREAS, H-GAC's Transportation Policy Council has authorized the City of Galveston to receive Surface Transportation Block Grant (STBG) funds for the installation of traffic signals at the above mentioned intersection, within the City of Galveston (the "Project); and,

WHEREAS, the STBG funds require a local match, and the City of Galveston commits to provide the match. The local match is comprised of local funds or Transportation Development Credits (TDCs); and,

WHEREAS, the City of Galveston is responsible for all non-reimbursable costs and 100% of overruns, if any; and,

WHEREAS, the City Council of the City of Galveston desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project; and,

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to proceed with the Project and to authorize the City Manager, or his Designee, to execute the Advance Funding Agreement as required by TxDOT.

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

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

SECTION 2. The City Council of the City of Galveston, Texas hereby reaffirms its support of the Project and approve the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

SECTION 3. The City Council of the City of Galveston, Texas, hereby authorizes the City Manager, or his Designee, to execute the Agreement and all other documents necessary for the City to participate in this Project, upon final approval by the City Attorney.

SECTION 4. The City Council of the City of Galveston, Texas, hereby directs the City Secretary to provide a certified copy of this Resolution to be attached to the Advance Funding Agreement (AFA) with TxDOT for the Project, and as required by the Texas Department of Transportation.

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

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
SR. ASST. CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on March 27, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

City of Galveston

DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

Date March 27, 2025

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering

Project Location: Harborside Dr (SH-275) @ 16th Street Intersection

Project: Traffic Signal Installations

Request: **Consider Adopting Resolution #_____ allowing the City to enter into an Advanced Funding Agreement (AFA) between the City of Galveston and the Texas Department of Transportation (TxDOT) for a Surface Transportation Block Grant (STBG) project regarding the Installation of Traffic Signals at the intersection of Harborside Drive (SH-275) & 16th Street, in the City of Galveston; Authorizing the City Manager, or Designee, to execute the Agreement and all other necessary documents upon final approval by the City Attorney; Directing the City Secretary to send a certified copy of this Resolution to the Texas Department of Transportation; Providing for Findings of Fact and for an Effective Date.**

Prior Council Action

A. In September 2024, City Council approved a resolution authorizing the City to enter into an Advanced Funding Agreement (AFA) with the Texas Department of Transportation for two signal locations (16th & Harborside and 33rd & Harborside). TxDOT has since requested that these two project area be split into individual projects.

Background

A. In 2023, the Houston-Galveston Area Council (H-GAC), the regional Metropolitan Planning Organization (MPO) that the City is a member of initiated a call for projects from its member agencies to assist the MPO in spending down carry-over funds they have on the books the needs to be spent before it is clawed back by the Federal Highway Administration (FHWA).
B. Both the City of Galveston and the Port of Galveston submitted for the installation of new Traffic Signals at these intersections to improve traffic management along the Haorborside Drive (SH-275) corridor given the recent and proposed port improvements associated with the Cruise industry.
C. H-GAC selected this project to be included on their list of Carry-Over Spend Down projects.

D. The City is considered the lead sponsor agency for this project since it will be the entity that takes over maintenance of the new traffic signal once they are installed and operational on the roadway network.

Fiscal Impact Report

A cost funding agreement should be worked out with the Port of Galveston should be initiated for funding these improvements since they are directly related to Port of Galveston activities.

Alternatives

1. Adopt this Resolution authorizing the city to enter into an Advance Funding Agreement with the Texas Department of Transportation for the Installation of a new Traffic Signal at the Intersection of Harborside Drive (SH 275) and 16th Street.
2. Do not Adopt this Resolution and reject the funding opportunity being offered for this project.

Staff Recommendation

Staff recommends adopting Resolution #_____ approving the city entering into an AFA with TxDOT for this project.

Respectfully Submitted,



Robert L. Winiecke

Director of Infrastructure & Engineering

Attachments

Resolution #___

RESOLUTION NO. 25 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING AN ADVANCED FUNDING AGREEMENT (AFA) BETWEEN THE CITY OF GALVESTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROJECT, REGARDING INSTALLATION OF TRAFFIC SIGNALS AT THE INTERSECTION OF HARBORSIDE DRIVE (SH-275) & 16TH STREET, IN THE CITY OF GALVESTON; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY; DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO THE TEXAS DEPARTMENT OF TRANSPORTATION; PROVIDING FOR FINDINGS OF FACT AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston submitted a Traffic Signal and Guard Rail Improvements project, to the Houston-Galveston Area Council (H-GAC), which is the regional Metropolitan Planning Organization (MPO) that the City is a member of; and,

WHEREAS, the installation of traffic signals at the intersection of Harborside Drive (SH-275) & 16th street, is in furtherance of improving traffic management along the Harborside Drive (SH-275) corridor, given the recent and proposed port improvements associated with the cruise industry; and,

WHEREAS, H-GAC's Transportation Policy Council has authorized the City of Galveston to receive Surface Transportation Block Grant (STBG) funds for the installation of traffic signals at the above mentioned intersection, within the City of Galveston (the "Project); and,

WHEREAS, the STBG funds require a local match, and the City of Galveston commits to provide the match. The local match is comprised of local funds or Transportation Development Credits (TDCs); and,

WHEREAS, the City of Galveston is responsible for all non-reimbursable costs and 100% of overruns, if any; and,

WHEREAS, the City Council of the City of Galveston desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project; and,

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to proceed with the Project and to authorize the City Manager, or his Designee, to execute the Advance Funding Agreement as required by TxDOT.

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

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

SECTION 2. The City Council of the City of Galveston, Texas hereby reaffirms its support of the Project and approve the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

SECTION 3. The City Council of the City of Galveston, Texas, hereby authorizes the City Manager, or his Designee, to execute the Agreement and all other documents necessary for the City to participate in this Project, upon final approval by the City Attorney.

SECTION 4. The City Council of the City of Galveston, Texas, hereby directs the City Secretary to provide a certified copy of this Resolution to be attached to the Advance Funding Agreement (AFA) with TxDOT for the Project, and as required by the Texas Department of Transportation.

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

APPROVED AS TO FORM:

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DONNA M. FAIRWEATHER
SR. ASST. CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on March 27, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

RESOLUTION NO. 25 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING AN ADVANCED FUNDING AGREEMENT (AFA) BETWEEN THE CITY OF GALVESTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROJECT, REGARDING INSTALLATION OF TRAFFIC SIGNALS AT THE INTERSECTION OF HARBORSIDE DRIVE (SH-275) & 33RD STREET, IN THE CITY OF GALVESTON; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY; DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO THE TEXAS DEPARTMENT OF TRANSPORTATION; PROVIDING FOR FINDINGS OF FACT AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston submitted a Traffic Signal and Guard Rail Improvements project, to the Houston-Galveston Area Council (H-GAC), which is the regional Metropolitan Planning Organization (MPO) that the City is a member of; and,

WHEREAS, the installation of traffic signals at the intersection of Harborside Drive (SH-275) & 33rd Street, is in furtherance of improving traffic management along the Harborside Drive (SH-275) corridor, given the recent and proposed port improvements associated with the cruise industry; and,

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WHEREAS, the STBG funds require a local match, and the City of Galveston commits to provide the match. The local match is comprised of local funds or Transportation Development Credits (TDCs); and,

WHEREAS, the City of Galveston is responsible for all non-reimbursable costs and 100% of overruns, if any; and,

WHEREAS, the City Council of the City of Galveston desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project; and,

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to proceed with the Project and to authorize the City Manager, or his Designee, to execute the Advance Funding Agreement as required by TxDOT.

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

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SECTION 4. The City Council of the City of Galveston, Texas, hereby directs the City Secretary to provide a certified copy of this Resolution to be attached to the Advance Funding Agreement (AFA) with TxDOT for the Project, and as required by the Texas Department of Transportation.

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

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
SR. ASST. CITY ATTORNEY

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IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

City of Galveston

DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

Date March 27, 2025

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering

Project Location: Harborside Dr (SH-275) @ 33rd Street Intersection

Project: Traffic Signal Installations

Request: **Consider Adopting Resolution #_____ allowing the City to enter into an Advanced Funding Agreement (AFA) between the City of Galveston and the Texas Department of Transportation (TxDOT) for a Surface Transportation Block Grant (STBG) project regarding the Installation of Traffic Signals at the intersection of Harborside Drive (SH-275) & 33rd Street, in the City of Galveston; Authorizing the City Manager, or Designee, to execute the Agreement and all other necessary documents upon final approval by the City Attorney; Directing the City Secretary to send a certified copy of this Resolution to the Texas Department of Transportation; Providing for Findings of Fact and for an Effective Date.**

Prior Council Action

A. In September 2024, City Council approved a resolution authorizing the City to enter into an Advanced Funding Agreement (AFA) with the Texas Department of Transportation for two signal locations (16th & Harborside and 33rd & Harborside). TxDOT has since requested that these two project area be split into individual projects.

Background

A. In 2023, the Houston-Galveston Area Council (H-GAC), the regional Metropolitan Planning Organization (MPO) that the City is a member of initiated a call for projects from its member agencies to assist the MPO in spending down carry-over funds they have on the books the needs to be spent before it is clawed back by the Federal Highway Administration (FHWA).
B. Both the City of Galveston and the Port of Galveston submitted for the installation of new Traffic Signals at these intersections to improve traffic management along the Harborside Drive (SH-275) corridor given the recent and proposed port improvements associated with the Cruise industry.
C. H-GAC selected this project to be included on their list of Carry-Over Spend Down projects.

D. The City is considered the lead sponsor agency for this project since it will be the entity that takes over maintenance of the new traffic signal once they are installed and operational on the roadway network.

Fiscal Impact Report

A cost funding agreement should be worked out with the Port of Galveston should be initiated for funding these improvements since they are directly related to Port of Galveston activities.

Alternatives

1. Adopt this Resolution authorizing the city to enter into an Advance Funding Agreement with the Texas Department of Transportation for the Installation of a new Traffic Signal at the Intersection of Harborside Drive (SH 275) and 33rd Street.
2. Do not Adopt this Resolution and reject the funding opportunity being offered for this project.

Staff Recommendation

Staff recommends adopting Resolution #_____ approving the city entering into an AFA with TxDOT for this project.

Respectfully Submitted,



Robert L. Winiecke

Director of Infrastructure & Engineering

Attachments

Resolution #___

RESOLUTION NO. 25 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING AN ADVANCED FUNDING AGREEMENT (AFA) BETWEEN THE CITY OF GALVESTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROJECT, REGARDING INSTALLATION OF TRAFFIC SIGNALS AT THE INTERSECTION OF HARBORSIDE DRIVE (SH-275) & 33RD STREET, IN THE CITY OF GALVESTON; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY; DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO THE TEXAS DEPARTMENT OF TRANSPORTATION; PROVIDING FOR FINDINGS OF FACT AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston submitted a Traffic Signal and Guard Rail Improvements project, to the Houston-Galveston Area Council (H-GAC), which is the regional Metropolitan Planning Organization (MPO) that the City is a member of; and,

WHEREAS, the installation of traffic signals at the intersection of Harborside Drive (SH-275) & 33rd Street, is in furtherance of improving traffic management along the Harborside Drive (SH-275) corridor, given the recent and proposed port improvements associated with the cruise industry; and,

WHEREAS, H-GAC's Transportation Policy Council has authorized the City of Galveston to receive Surface Transportation Block Grant (STBG) funds for the installation of traffic signals at the above mentioned intersection, within the City of Galveston (the Project); and,

WHEREAS, the STBG funds require a local match, and the City of Galveston commits to provide the match. The local match is comprised of local funds or Transportation Development Credits (TDCs); and,

WHEREAS, the City of Galveston is responsible for all non-reimbursable costs and 100% of overruns, if any; and,

WHEREAS, the City Council of the City of Galveston desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project; and,

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to proceed with the Project and to authorize the City Manager, or his Designee, to execute the Advance Funding Agreement as required by TxDOT.

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

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

SECTION 2. The City Council of the City of Galveston, Texas hereby reaffirms its support of the Project and approve the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

SECTION 3. The City Council of the City of Galveston, Texas, hereby authorizes the City Manager, or his Designee, to execute the Agreement and all other documents necessary for the City to participate in this Project, upon final approval by the City Attorney.

SECTION 4. The City Council of the City of Galveston, Texas, hereby directs the City Secretary to provide a certified copy of this Resolution to be attached to the Advance Funding Agreement (AFA) with TxDOT for the Project, and as required by the Texas Department of Transportation.

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

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
SR. ASST. CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on March 27, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

RESOLUTION NO. 25 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING AN ADVANCED FUNDING AGREEMENT (AFA) BETWEEN THE CITY OF GALVESTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROJECT, REGARDING A SEAWALL BOULEVARD RESURFACING PROJECT FROM BROADWAY TO 61ST STREET, IN THE CITY OF GALVESTON; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY; DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO THE TEXAS DEPARTMENT OF TRANSPORTATION; PROVIDING FOR FINDINGS OF FACT AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston submitted a Seawall Boulevard project, to the Houston-Galveston Area Council (H-GAC), which is the regional Metropolitan Planning Organization (MPO) that the City is a member of; and,

WHEREAS, the Seawall Boulevard Resurfacing Project from Broadway to 61st Street (Project), is in furtherance of improving roadway conditions and safety within the City of Galveston; and,

WHEREAS, H-GAC's Transportation Policy Council has authorized the City of Galveston to receive Surface Transportation Block Grant (STBG) funds for the Seawall Boulevard Resurfacing Broadway to 61st Street Project, within the City of Galveston (the Project); and,

WHEREAS, the STBG funds do not require a local match; and,

WHEREAS, the City of Galveston is responsible for all non-reimbursable costs and 100% of overruns, if any; and,

WHEREAS, the City Council of the City of Galveston desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project; and,

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to proceed with the Project and to authorize the City Manager, or his designee, to execute the Advance Funding Agreement as required by TxDOT.

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

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

SECTION 2. The City Council of the City of Galveston, Texas hereby reaffirms its support of the Project and approve the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

SECTION 3. The City Council of the City of Galveston, Texas, hereby authorizes the City Manager, or his designee, to execute the Agreement and all other documents necessary for the City to participate in this Project upon final approval by the City Attorney.

SECTION 4. The City Council of the City of Galveston, Texas, hereby directs the City Secretary to provide a certified copy of this Resolution to be attached to the "Advance Funding Agreement (AFA) with TxDOT for the Project and as required by the Texas Department of Transportation.

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

APPROVED AS TO FORM:

_____
DONNA FAIRWEATHER
SR. ASST. CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on March 27, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

City of Galveston

DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

Date March 27, 2025

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering

Project Location: Seawall Blvd: Broadway to 61st St

Project: Seawall Blvd Resurfacing: Broadway to 61st Street

Request: Consider Adopting Resolution #25-____ approving an Advanced Funding Agreement (AFA) between the City of Galveston and the Texas Department of Transportation (TxDOT) for a Surface Transportation Block Grant (STBG) project, regarding a Seawall Boulevard Resurfacing project from Broadway to 61st Street, in the City of Galveston; Authorizing the City Manager or his designee, to execute the Agreement and all other necessary documents upon final approval by the City Attorney; Directing the City Secretary to send a certified copy of this resolution to the Texas Department of Transportation; providing for findings of fact and for an effective date.

Prior Council Action

A. There has been no prior City Council Action on this item.

Background

A. In 2024, the Houston-Galveston Area Council (H-GAC), the regional Metropolitan Planning Organization (MPO) that the City is a member of initiated a call for projects from its member agencies to assist the MPO in spending down carry-over funds they have on the books the needs to be spent before it is clawed back by the Federal Highway Administration (FHWA).
B. The City of Galveston submitted the Seawall Boulevard Resurfacing project form Broadway to 61st Street to provide a new riding surface, enhanced pavement markings and potentially reconfigure the lanes along the Seawall Boulevard corridor to include a dedicated multi-modal lane for bicycles, and other forms of motorized and non-motorized transportation.
C. H-GAC selected this project to be included on their list of Carry-Over Spend Down projects.

Fiscal Impact Report

There are no matching funds required for this project; however, any overages will be the City's responsibility and will be budgeted from existing budget line items (e.g., Street Program Reserves (STCONT) and/or Seawall Beach User Fee, and/or any bond money allocated to the City of Galveston from the upcoming Bond issuance being considered by Galveston County.

Alternatives

1. Adopt this Resolution authorizing the city to enter into an Advance Funding Agreement with the Texas Department of Transportation for the Seawall Boulevard Resurfacing project form Broadway to 61st Street project.
2. Do not Adopt this Resolution and reject the funding opportunity being offered for this project.

Staff Recommendation

Staff recommends adopting Resolution #25-__ approving the city entering into an AFA with TxDOT for this project.

Respectfully Submitted,



Robert L. Winiecke

Director of Infrastructure & Engineering

Attachments

Resolution #25-___

TxDOT DRAFT AFA

RESOLUTION NO. 25 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING AN ADVANCED FUNDING AGREEMENT (AFA) BETWEEN THE CITY OF GALVESTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROJECT, REGARDING A SEAWALL BOULEVARD RESURFACING PROJECT FROM BROADWAY TO 61ST STREET, IN THE CITY OF GALVESTON; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY; DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO THE TEXAS DEPARTMENT OF TRANSPORTATION; PROVIDING FOR FINDINGS OF FACT AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston submitted a Seawall Boulevard project, to the Houston-Galveston Area Council (H-GAC), which is the regional Metropolitan Planning Organization (MPO) that the City is a member of; and,

WHEREAS, the Seawall Boulevard Resurfacing Project from Broadway to 61st Street (Project), is in furtherance of improving roadway conditions and safety within the City of Galveston; and,

WHEREAS, H-GAC's Transportation Policy Council has authorized the City of Galveston to receive Surface Transportation Block Grant (STBG) funds for the Seawall Boulevard Resurfacing Broadway to 61st Street Project, within the City of Galveston (the Project); and,

WHEREAS, the STBG funds do not require a local match; and,

WHEREAS, the City of Galveston is responsible for all non-reimbursable costs and 100% of overruns, if any; and,

WHEREAS, the City Council of the City of Galveston desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project; and,

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to proceed with the Project and to authorize the City Manager, or his designee, to execute the Advance Funding Agreement as required by TxDOT.

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

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

SECTION 2. The City Council of the City of Galveston, Texas hereby reaffirms its support of the Project and approve the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

SECTION 3. The City Council of the City of Galveston, Texas, hereby authorizes the City Manager, or his designee, to execute the Agreement and all other documents necessary for the City to participate in this Project upon final approval by the City Attorney.

SECTION 4. The City Council of the City of Galveston, Texas, hereby directs the City Secretary to provide a certified copy of this Resolution to be attached to the "Advance Funding Agreement (AFA) with TxDOT for the Project and as required by the Texas Department of Transportation.

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

APPROVED AS TO FORM:

_____
DONNA FAIRWEATHER
SR. ASST. CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on March 27, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

RESOLUTION NO. 25 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING AN ADVANCED FUNDING AGREEMENT (AFA) BETWEEN THE CITY OF GALVESTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A CONGESTION MITIGATION AIR QUALITY (CMAQ) PROJECT, REGARDING AN ITS/TRAFFIC SIGNAL INTEGRATION PROJECT, ISLAND WIDE, IN THE CITY OF GALVESTON; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY; DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO THE TEXAS DEPARTMENT OF TRANSPORTATION; PROVIDING FOR FINDINGS OF FACT AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston submitted a ITS/Traffic Signal Integration project, to the Houston-Galveston Area Council (H-GAC), which is the regional Metropolitan Planning Organization (MPO) that the City is a member of; and,

WHEREAS, the implementation of an ITS/Traffic Signal Integration project, island wide, is in furtherance of installing new ITS and communication equipment for collectively monitoring and operating the City's traffic signals island wide, and improving traffic management within the City of Galveston; and,

WHEREAS, H-GAC's Transportation Policy Council has authorized the City of Galveston to receive Congestion Mitigation Air Quality (CMAQ) funds for the ITS/Traffic Signal Integration project, within the City of Galveston (the Project); and,

WHEREAS, the (CMAQ) funds do not require a local match; and,

WHEREAS, the City of Galveston is responsible for all non-reimbursable costs and 100% of overruns, if any; and,

WHEREAS, the City Council of the City of Galveston desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project; and,

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to proceed with the Project and to authorize the City Manager, or his designee, to execute the Advance Funding Agreement as required by TxDOT.

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

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

SECTION 2. The City Council of the City of Galveston, Texas hereby reaffirms its support of the Project and approve the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

section 3. The City Council of the City of Galveston, Texas, hereby authorizes the City Manager, or his designee, to execute the agreement and all other documents necessary for the City to participate in this project upon final approval by the City Attorney.

SECTION 4. The City Council of the City of Galveston, Texas, hereby directs the City Secretary to provide a certified copy of this Resolution to be attached to the Advance Funding Agreement (AFA) with TxDOT for the Project and as required by the Texas Department of Transportation.

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

APPROVED AS TO FORM:

_____
DONNA FAIRWEATHER
SR. ASST. CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on March 27, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

City of Galveston

DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

Date March 27, 2025

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering

Project Location: City of Galveston Island Wide **Project:** ITS/Traffic Signal Integration

Request: Consider Adopting Resolution #25-____ approving an Advanced Funding Agreement (AFA) between the City of Galveston and the Texas Department of Transportation (TxDOT) for a Congestion Mitigation Air Quality (CMAQ) project, regarding an ITS/Traffic Signal Integration project, island wide, in the City of Galveston; Authorizing the City Manager or his designee, to execute the Agreement and all other necessary documents upon final approval by the City Attorney; Directing the City Secretary to send a certified copy of this resolution to the Texas Department of Transportation; providing for findings of fact and for an effective date.

Prior Council Action

A. There has been no prior City Council Action on this item.

Background

A. In 2024, the Houston-Galveston Area Council (H-GAC), the regional Metropolitan Planning Organization (MPO) that the City is a member of initiated a call for projects from its member agencies to assist the MPO in spending down carry-over funds they have on the books the needs to be spent before it is clawed back by the Federal Highway Administration (FHWA).
B. The City of Galveston submitted the ITS/Traffic Signal Integration project to H-GAC to implement system wide ITS technology and traffic signal integration at all signalized intersections on the island which will allow the city to better manage traffic congestion, emergency evacuations, and reduce greenhouse gas emissions released from idling vehicles stuck in traffic.
C. This system will be designed to incorporate existing school zone flashers, emergency vehicle pre-emption, and other future inputs such as Island Transit's bus and trolley services, remote flood sensors, and railroad crossing technology to provide advanced notification of active tail crossings on the island.
D. H-GAC selected this project to be included on their list of Carry-Over Spend Down projects.

Fiscal Impact Report

There are no matching funds required for this project; however, any overages will be the City's responsibility and will be from budgeted from existing budget line items (e.g. Street Program Reserves (STCONT) and/or Traffic Signal Cabinet/Controller Upgrades (TR2102)).

Alternatives

1. Adopt this Resolution authorizing the city to enter into an Advance Funding Agreement with the Texas Department of Transportation for the Traffic Signal and Guard Rail Improvements project.
2. Do not Adopt this Resolution and reject the funding opportunity being offered for this project.

Staff Recommendation

Staff recommends adopting Resolution #25-__ approving the city entering into an AFA with TxDOT for this project.

Respectfully Submitted,



Robert L. Winiecke

Director of Infrastructure & Engineering

Attachments

Resolution #25-___

TxDOT DRAFT AFA

RESOLUTION NO. 25 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING AN ADVANCED FUNDING AGREEMENT (AFA) BETWEEN THE CITY OF GALVESTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A CONGESTION MITIGATION AIR QUALITY (CMAQ) PROJECT, REGARDING AN ITS/TRAFFIC SIGNAL INTEGRATION PROJECT, ISLAND WIDE, IN THE CITY OF GALVESTON; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY; DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO THE TEXAS DEPARTMENT OF TRANSPORTATION; PROVIDING FOR FINDINGS OF FACT AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston submitted a ITS/Traffic Signal Integration project, to the Houston-Galveston Area Council (H-GAC), which is the regional Metropolitan Planning Organization (MPO) that the City is a member of; and,

WHEREAS, the implementation of an ITS/Traffic Signal Integration project, island wide, is in furtherance of installing new ITS and communication equipment for collectively monitoring and operating the City's traffic signals island wide, and improving traffic management within the City of Galveston; and,

WHEREAS, H-GAC's Transportation Policy Council has authorized the City of Galveston to receive Congestion Mitigation Air Quality (CMAQ) funds for the ITS/Traffic Signal Integration project, within the City of Galveston (the Project); and,

WHEREAS, the (CMAQ) funds do not require a local match; and,

WHEREAS, the City of Galveston is responsible for all non-reimbursable costs and 100% of overruns, if any; and,

WHEREAS, the City Council of the City of Galveston desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project; and,

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to proceed with the Project and to authorize the City Manager, or his designee, to execute the Advance Funding Agreement as required by TxDOT.

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

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

SECTION 2. The City Council of the City of Galveston, Texas hereby reaffirms its support of the Project and approve the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

section 3. The City Council of the City of Galveston, Texas, hereby authorizes the City Manager, or his designee, to execute the agreement and all other documents necessary for the City to participate in this project upon final approval by the City Attorney.

SECTION 4. The City Council of the City of Galveston, Texas, hereby directs the City Secretary to provide a certified copy of this Resolution to be attached to the Advance Funding Agreement (AFA) with TxDOT for the Project and as required by the Texas Department of Transportation.

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

APPROVED AS TO FORM:

_____
DONNA FAIRWEATHER
SR. ASST. CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on March 27, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

City of Galveston

DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

Date March 27, 2025

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering

Project Location: N/A **Project:** South Shore Pump Station

Request: Consider Adopting Resolution #25-____ approving the use of local funds to acquire easements related to and necessary for the completion of the Texas General Land Office (GLO) Community Development Block Grant – Mitigation (CDBG-MIT) funded South Shore Drainage Improvement Project in the amount of $60,930.00; Authorizing the City Manager or his designee, to execute all necessary documents upon final approval by the City Attorney; providing for findings of fact and for an effective date.

Prior Council Action

A. City Council approved Task Order #2 to Plexos Group (no cost), LLC July 28, 2022, which included administrative assistance for navigating the federal requirements attached to easement acquisition.
B. City Council approved the City of Galveston South Shore Drainage Project Acquisition and Relocation Plan to Obtain Temporary Construction Easements for the CDBG-MIT Funded South Shore Drainage Project on October 26, 2023.

Background

A. As a result of heavy rainfall and flooding from Hurricane Harvey throughout the State of Texas over an extended period of time in August 2017 the City was eligible to apply for funding from the Texas General Land Office (GLO) through the Community Development Block Grant (CDBG-MIT) statewide competition.
B. The city applied for and was awarded funding under this competition for the South Shore Drainage Project.
C. At the time of application, the city did not anticipate the need for acquisition of any property, easements, or rights of way to execute the project.
D. During the detailed engineering and design phase for the South Shore Drainage project, the city identified the need to acquire temporary construction easements to facilitate

construction of the project.

E. The city hosted public meetings in October 2023 in connection with the design of the project.
F. The city approved the project-specific Acquisition and Relocation Plan later in the same month.

Fiscal Impact Report

Funds for securing these easements, necessary for the completion of this project, will be from available funds identified in the Streets Contingency project (Fund 3199) and/or General Obligation Bonds (Fund 3219).

Alternatives

1. Approve Resolution 25- ____ for the use of local funds to acquire easements related to and necessary for the completion of the Texas General Land Office (GLO) Community Development Block Grant – Mitigation (CDBG-MIT) funded South Shore Drainage Improvement Project in the amount of $60,930.00, and authorizing the City Manager to execute all necessary documents.
2. Do Not Approve Resolution 25- ____ for the use of local funds to acquire easements related to and necessary for the completion of the Texas General Land Office (GLO) Community Development Block Grant – Mitigation (CDBG-MIT) funded South Shore Drainage Improvement Project in the amount of $60,930.00, and authorizing the City Manager to execute all necessary documents.

Staff Recommendation

Staff recommends approving Resolution 25- ____ for the use of local funds to acquire easements related to and necessary for the completion of the Texas General Land Office (GLO) Community Development Block Grant – Mitigation (CDBG-MIT) funded South Shore Drainage Improvement Project in the amount of $60,930.00, and authorizing the City Manager to execute all necessary documents.

Respectfully Submitted,

Robert L. Winiecke
Director of Infrastructure & Engineering

RESOLUTION NO. 25 - _____

A RESOLUTION OF THE CITY OF GALVESTON TO APPROVE USE OF LOCAL FUNDS TO ACQUIRE EASEMENTS RELATED TO AND NECESSARY FOR THE COMPLETION OF THE TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT) FUNDED SOUTH SHORE DRAINAGE IMPROVEMENT PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Galveston, Texas, has been awarded CDBG-MIT funding through a Community Development Block Grant – Mitigation grant from the Texas General Land Office (hereinafter referred to as "**GLO**"); and

WHEREAS, the City of Galveston, is undertaking drainage improvements known as the South Shore Drainage Project (hereinafter referred to as "the Project") with the use of CDBG-MIT funds, combined with a local contribution; and

WHEREAS, the City of Galveston, has previously approved the South Shore Drainage Project Acquisitiona and Relocation Plan to obtain temporary construction easements subject to compliance with regulations including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, when acquiring property, easements, and/or rights of way; and

WHEREAS, the applicable Federal Register Notices require that the City of Galveston follow the requirements of the Housing and Community Development Act, including Section 104(d) at 24 CFR Part 42, subpart C; and

WHEREAS, the City of Galveston, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing acquisition of property, easements, and/or rights of way; and

WHEREAS, the project design has identified the need to obtain easements for completion of the project; and

WHEREAS, CDBG-MIT funding approved under grant number D-233, does not include funding for easement acquisition activities; and

WHEREAS, local funds will be required to compensate property owners for acquisition of temporary construction easements; and

WHEREAS, the city has undertaken appraisal and review appraisal activities to determine the reasonable value of the necessary easements; and

WHEREAS, local funds in the amount of $60,930.00 will be necessary to acquire the seven temporary construction easements;

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

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

SECTION 2. The City Council of the City of Galveston, Texas, hereby adopts the resolution to approve use of local funds to acquire easements related to and necessary for the completion of the Texas General Land Office (GLO) Community Development Block Grant—Mitigation (CDBG-MIT) funded South Shore Drainage Improvement Project, authorizing the City Manager to execute all necessary documents and committing the use of local funds.

SECTION 3. This Resolution shall be and become effective from and after its adoption in accordance with the provisions of the Charter of the City of Galveston.

APPROVED AS TO FORM:

_____
DONNA M. FAIRWEATHER
SR. ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on _____, 2025 as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

RESOLUTION NO. 25-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, ACCEPTING FROM THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) CORPORATION FOR REGIONAL EXCELLENCE (CRE) AN AWARD OF A COMPLIMENTARY VIDEO PRODUCTION HIGHLIGHTING PUBLIC SERVICE EMPLOYMENT AT THE CITY OF GALVESTON IN ORDER TO PROMOTE AND INCREASE JOB APPLICATIONS TO THE CITY; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY; MAKING VARIOUS FINDINGS AND PROVISION RELATED TO THE SUBJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Houston-Galveston Area Council (H-GAC), Corporation for Regional Excellence (CRE), is a regional planning commission operating under Chapter 391 Texas Local Government Code and serves as an instrument of local government cooperation, promoting the region's orderly development and safety and welfare of its citizens; and,

WHEREAS, CRE is organized as a 501 (c)3 non-profit organization and serves to provide financial support and strengthen CRE~~'s~~ programs and services, as well as those of local governments across the region; and,

WHEREAS, in support of its mission, CRE provides services to its members; and,

WHEREAS, the City of Galveston is a member of CRE; and,

WHEREAS, in furtherance of its mission, CRE provided two opportunities for members to receive a complimentary video production to highlight any topic or program relevant to their organization; and,

WHEREAS, the City of Galveston has been awarded one of the video opportunities; and,

WHEREAS, the H-GAC Public Relations Team will provide expert production support and collaborate with city representatives throughout the entire project from planning to completion; and,

WHEREAS, the video production will feature interviews from local officials and current employees to focus on sharing how rewarding it is to work in and for the local Galveston community to increase job applications to the City with a specific focus directed on those departments having trouble sourcing talent.

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

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

SECTION 2. The City Council of the City of Galveston hereby expresses its support for accepting the H-GAC CRE award to the City of Galveston of a complimentary video production highlighting public service employment at the City of Galveston.

SECTION 3. The City Council authorizes the City Manager, or designee, to execute the agreement and all other necessary documents upon final approval by the City Attorney.

SECTION 4. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

_____
XOCHITL VANDIVER-GASKIN
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on March 27, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____day of March, 2025.

_____
Secretary for the City Council
of the City of Galveston

City of Galveston

DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering
rwiniecke@galvestontx.gov | Office Number: (409) 797-3664 | www.galvestontx.gov

Date March 27, 2025

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering

Project Location: N/A **Project:** Galveston Promotional Video

Request: Consider Adopting Resolution #25-____ accepting form the Houston-Galveston Area Council (H-GAC) Corporation for Regional Excellence (CRE) an award of a Complimentary Video Production Highlighting Public Service Employment at the City of Galveston in order to increase job applications to the city; Authorizing the City Manager, or designee, to execute the Agreement and all other necessary documents upon final approval by the City Attorney; Making various findings and Provisions related to the subject and providing for an effective date.

Prior Council Action

A. There has been no prior City Council Action on this item.

Background

A. In October 2024, the Houston-Galveston Area Council (H-GAC), the regional Metropolitan Planning Organization (MPO) announced a new "Fee for Service" program that they were looking to offer to member governments in 2025.
B. The "Fee for Service" program is intended to offer a comprehensive range of essential solutions to support local governments in delivering top-quality service to their communities.
C. The Fee for Service program will provide expert assistance in key areas such as:
    a. Procurement
    b. Communications/Public Relations
    c. Human Resources
    d. Data Analysis and Research
    e. Information Technology and Security
D. To drum up interest in the Fee for Service program, H-GAC offered a raffle to member agencies to have a two-minute promotional video created at no cost to the agency.
E. Management directed staff to submit an application to H-GAC which was submitted on

November 8, 2024.

F. H-GAC selected this project to be included on their list of Carry-Over Spend Down projects.
G. City staff has met with H-GAC staff and developed the attached Interlocal Agreement and Scope of work for this project.

Fiscal Impact Report

There is no anticipated fiscal impact to the city to produce this video, other than personnel time for interviews and production review.

Alternatives

1. Adopt this Resolution accepting an award from the Houston-Galveston Area Council to develop a complimentary video production highlighting public service employment at the City of Galveston.
2. Do not Adopt this Resolution and reject this award.

Staff Recommendation

Staff recommends adopting Resolution #25-__ 1. accepting an award from the Houston-Galveston Area Council to develop a complimentary video production highlighting public service employment at the City of Galveston.

Respectfully Submitted,



Robert L. Winiecke

Director of Infrastructure & Engineering

Attachments

Resolution #25-___
Galveston Fee for Service Promotional Video – Interlocal Agreement
Galveston Fee for Service Promotional Video – Scope of Work

RESOLUTION NO. 25-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, ACCEPTING FROM THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) CORPORATION FOR REGIONAL EXCELLENCE (CRE) AN AWARD OF A COMPLIMENTARY VIDEO PRODUCTION HIGHLIGHTING PUBLIC SERVICE EMPLOYMENT AT THE CITY OF GALVESTON IN ORDER TO INCREASE JOB APPLICATIONS TO THE CITY; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS UPON FINAL APPROVAL BY THE CITY ATTORNEY; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Houston-Galveston Area Council (H-GAC), Corporation for Regional Excellence (CRE), is a regional planning commission operating under Chapter 391 Texas Local Government Code and serves as an instrument of local government cooperation, promoting the region's orderly development and safety and welfare of its citizens; and,

WHEREAS, CRE is organized as a 501 (c)3 non-profit organization and serves to provide financial support and strengthen CRE programs and services, as well as those of local governments across the region; and,

WHEREAS, in support of its mission, CRE provides services to its members; and,

WHEREAS, the City of Galveston is a member of CRE; and,

WHEREAS, in furtherance of its mission, CRE has provided two opportunities for members to receive a complimentary video production to highlight any topic or program relevant to their organizations; and,

WHEREAS, the City of Galveston has been awarded one of the video opportunities; and,

WHEREAS, the H-GAC Public Relations Team will provide expert production support and collaborate with city representatives throughout the entire project from planning to completion; and,

WHEREAS, the video production will feature interviews from local officials and current employees to focus on sharing how rewarding it is to work in and for the local Galveston community to increase job applications to the City with a specific focus directed on those departments having trouble sourcing talent.

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

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

SECTION 2. The City Council of the City of Galveston hereby expresses its support for accepting the H-GAC CRE award to the City of Galveston of a complimentary video production highlighting public service employment at the City of Galveston.

SECTION 3. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

_____
XOCHITL VANDIVER-GASKIN
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on March 27, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____day of March, 2025.

_____
Secretary for the City Council
of the City of Galveston

Docusign Envelope ID: A2404424-4E5D-48D7-BED1-C358F9F4C203

INTERLOCAL AGREEMENT – FEE FOR SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement"), is made and entered by and between the H-GAC Corporation for Regional Excellence, hereinafter referred to as CRE, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and City of Galveston, (the Member), having its principal place of business at 823 Rosenberg St., Galveston, TX 77550. These entities are hereby defined as the Parties to this Agreement.

WITNESSETH:

WHEREAS, H-GAC Corporation for Regional Excellence is a regional planning commission operating under Chapter 391 Texas Local Government Code and serves as the instrument of local government cooperation, promoting the region's orderly development and the safety and welfare of its citizens; and the Corporation is organized as a 501(c)3 non-profit organization and serves to provide financial support to strengthen CRE's programs and services, as well as those of local governments across the region.

WHEREAS, in support of this mission, CRE provides services to its members; and

WHEREAS, the Member is a current member of the CRE; and

WHEREAS, the Member seeks to participate in the fee-for-service program designed to serve as an industry best practice model formed to assist member governments in optimizing resources, reducing budget strain, responding to evolving regional needs, and obtaining customized services based on specific needs, covering the CRE region, which the Member may use under the terms of this Agreement.

WHEREAS, under the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, CRE and the Member are authorized to enter into agreements to perform governmental functions and services, and under Texas Local Government Code §391.005, CRE and the Member are authorized to contract together for CRE to perform certain administrative or other mutually agreed other governmental functions for the Member;

WHEREAS, the Parties seek to collaborate to provide and fund services under a fee-for-services program to promote efficiency and reduce duplication of efforts;

WHEREAS, CRE has the resources and expertise to provide the Services; and

WHEREAS, the Member desires to participate in the fee-for-services program to access the Services provided by CRE;

WHEREAS, CRE hereby agrees to perform the scope of services outlined in Article 9, as hereinafter specified under the Agreement.

NOW, THEREFORE, the CRE, and the Member do hereby agree as follows:

Pending Signature

Docusign Envelope ID: A2404424-4E5D-48D7-BED1-C358F9F4C203

Article 1: Purpose

The purpose of this Agreement is to establish the terms and conditions under which CRE will provide Services to the Member under a fee-for-service program.

Article 2: Responsibilities of the Parties

CRE Responsibilities:

- Provide the Services described in the Scope of Services provision.
- Notify the Member of any changes to the Services or fee schedule.
- Maintain accurate records of Services provided.

Member Responsibilities:

- Submit payment as outlined in the Fees/Payments provision.
- Provide necessary information and access to facilitate the provision of Services.
- Comply with all applicable laws and regulations related to the use of the Services.

Article 3: Legal Authority

Both Parties mutually agree that they each possess adequate legal authority to enter into this Agreement. The Member warrants and represents that it is not in breach of any other contract, obligation, or covenant that would affect the Member's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

Article 4: Applicable Laws

The Parties shall observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of obligations undertaken by this Agreement.

Article 5: Term

This Agreement shall be performed during the period which begins Mar 10 2025 and ends Jul 31 2025. All services and/or deliverables under this Agreement must be rendered within this performance period unless extended by mutual consent through a written amendment to this Agreement.

Agreement may be canceled in accordance with the termination procedures contained herein, otherwise, it remains in effect until the work product is completed/delivered. The Agreement shall be of no force or effect until approved in writing by the Executive Director of CRE.

Article 6: Whole Agreement

This Agreement and Attachments, as provided herein, constitute the complete Agreement between the Parties hereto, and supersedes all oral and written agreements between the Parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the Parties.

Article 7: Independent Parties

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of CRE or the Member. No provision of this Agreement or act of CRE in performance of the Agreement shall be construed as making the Member the agent, servant, or employee of CRE, the State of Texas, or the United States

Pending Signature

Docusign Envelope ID: A2404424-4E5D-48D7-BED1-C358F9F4C203

Government, or vice versa. This agreement is not intended to and shall not be construed to create any joint enterprise between or among the parties.

Article 8: Party Liability

Each Party shall have no liability whatsoever for the actions of or failure to act by any employees, contractors, subcontractors, agents, representatives, or assigns of the other Party in connection with the Agreement, and the Parties covenant and agree, to the extent permitted by law, that each shall be solely responsible for, and concerning any claim or cause of action arising out of or concerning any act, omission, or failure to act by its respective employees, contractors, subcontractors, agents, representatives, or assigns, in connection with the Agreement.

Article 9: Scope of Services

CRE operates a fee-for-service program for its member governments. Invitation to participate in this program is extended only to members of the H-GAC Corporation for Regional Excellence, within one of the thirteen (13) counties in the H-GAC Corporation for Regional Excellence region.

CRE agrees to make good faith and best efforts to coordinate a fee-for-service program and CRE agrees to provide a broad range of services to the Member, including but not limited to the following categories:

Data Analytics and Research
Information Technology and Security
Communications and PR
Procurement
Human Resources

The specific scope of services to be performed under this agreement is detailed in Attachment A and may be modified or expanded upon the mutual written agreement of the Parties.

Article 10: Unauthorized Use and Display of Program Products

The Member understands and agrees that any products provided by CRE are proprietary materials. The Member must submit a written request and receive written approval from CRE to share with any external consultants. Approval may be granted so long as the consultants use the product only for predetermined Member projects.

Article 11: No Assignment

Neither this Agreement, nor any of the rights, interests, or obligations under this Agreement, shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties hereto without the prior written consent of the other party. Any purported assignment in violation of this section shall be void.

Article 12: Payment

Pending Signature

Docusign Envelope ID: A2404424-4E5D-48D7-BED1-C358F9F4C203

If applicable, the total fee due under this Agreement is $0.00, as per the attached fee schedule. The Member will remit payments to the H-GAC Corporation for Regional Excellence for services satisfactorily performed under Chapter 2251, Government Code (Texas Prompt Payment Act). Payments made under this Contract (1) are based on cost recovery plus administrative fees (2) will fairly compensate CRE for the services performed, and (3) will be made from current revenues available to the Member. The Member shall remit payment to CRE within thirty (30) days of receiving an invoice. Payments shall be made to: Accounts Payable, located at the principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027.

Fee Schedule: The Member agrees to pay CRE the fees outlined in Attachment B (attached hereto and incorporated by reference) for the Services provided under this Agreement.

In-Kind Contributions: If applicable, and instead of or in addition to monetary payment, CRE may provide in-kind services, subject to mutual agreement by the Parties. The value of such in-kind contributions shall be determined in advance and documented in writing.

No Fee/No Cost: If applicable, it may be determined there is no fee owed to CRE by the Member to enter into this Agreement, however, the Member will still bear any and all costs associated with their business relationship with CRE.

Non-Refundable Fees: All fees paid under this Agreement are non-refundable unless otherwise agreed upon in writing.

Article 13: Retention of Records

The Member and CRE shall maintain all records pertinent to this Agreement, and all other financial, programmatic, statistical, property, and supporting documentation for no less than seven (7) years from the later of the date of acceptance of the final contract closeout. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

Article 14: Amendments

Any alterations, additions, or deletions to the terms of this Agreement that are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. Any other amendments to the terms of this Agreement and or its attachments shall be enacted by written amendment to this Agreement signed by both parties.

Article 15: Termination Procedures

The CRE and the Member acknowledge that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

Pending Signature

Docusign Envelope ID: A2404424-4E5D-48D7-BED1-C358F9F4C203

Either Party may terminate this Agreement at any time, in whole or in part, with or without cause, whenever the Parties determines that for any reason such termination is in the best interest – including an inability to assemble sufficient contributions to bear the cost of the cost-sharing program, and by providing written notice by certified mail return receipt requested to the other Party. Upon receipt of notice of termination, all services hereunder shall cease to the extent specified in the notice of termination.

Either Party may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to the other Party via certified mail return receipt requested. Neither Party may give notice of cancellation after it has received notice of default from the other Party.

B. *Default*

In the event of default, this Agreement may be terminated for the following scenarios:

(1) If the performing Party fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the performing Party fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances the performing Party does not cure such failure within a period of ten (10) business days (or such longer period of time as may be authorized and agreed upon by the Parties in writing) after receiving written notice by certified mail of default.

(3) If the local government or entity becomes subject to any involuntary receivership, insolvency, bankruptcy, moratorium, or similar proceeding.

(4) If the local government or entity assigns, or attempts to assign, this Agreement in breach of the Assignment section of this Agreement.

(5) If the local government or entity or any of its affiliates have materially breached any term or condition of this Agreement on 3 (three) or more occasions, even if previous breaches were cured.

Article 16: Effect of Termination

Upon termination or expiration of this Agreement, the Member may continue to use any products delivered under this agreement.

Article 17: Severability

The Parties agree that should any one or more provisions contained in this Agreement be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Article 18: Contract Closeout Procedure

At completion of the Scope of Work requirements, CRE will conduct the contract closeout process to establish the following: Determine if all deliverables were met; and that the work was completed and acceptable to CRE as per the Agreement, ensure project funds were expended as per the Agreement funding requirements, process the final payment to close out

Pending Signature

Docusign Envelope ID: A2404424-4E5D-48D7-BED1-C358F9F4C203

the project, and complete the project audit (if applicable). The Member should securely store and protect all pertinent data until the required document retention period is met as specified in these provisions.

Article 19: Force Majeure

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party because of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the performing party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. In the event of force majeure, the affected Party must provide the other Party written notice of force majeure and the estimated impact on the performance of this Agreement.

Article 20: Ownership of Materials

CRE is and will remain the sole and exclusive owner of all rights, titles, and interests, including all property rights. If the Member provides suggestions, comments, ideas or recommendations, requests for enhancements, additional features or functionality, or other feedback to CRE (collectively, "Feedback"), the Member hereby assigns all rights, title, and interest including intellectual property rights, in and to feedback to CRE.

Article 21: Indemnification

To the extent permitted by law, each party shall indemnify and hold the other party, its officers, agents, and employees harmless against any and all claims, demands, damages, liabilities, and costs (including reasonable attorney fees) which directly or indirectly result from, or arise in connection with, any negligent act or omission of the other party, its agents, or employees pertaining to its activities and obligations under this Agreement.

In no event will a party be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings; or other incidental special or consequential damages to the full extent such use may be disclaimed by law during the term of this Agreement. If either party performs an act knowing or having reason to know that it is contrary to any law or regulation, said party shall bear all claims, costs, losses, and damages caused by, arising out of, or resulting from that act.

Nothing in this provision requires that funds be assessed or collected or that a sinking fund be created.

Article 22: Texas Public Information Act

The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act). Since both Parties are subject to the Act, the parties shall be entitled to release any and all information necessary to comply with Texas law without the prior written consent of the other, except for licensed products and data that are considered proprietary trade information.

Article 23: Definitions

Unless otherwise stated in this Agreement, words that have well-known technical, or industry meanings are used in accordance with such recognized meaning.

Pending Signature

Docusign Envelope ID: A2404424-4E5D-48D7-BED1-C358F9F4C203

Article 24: Choice of Law - Venue

This Agreement shall be governed by the laws of the State of Texas. The venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

Article 25: Notice

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the CRE at the following address:

H-GAC Corporation for Regional Excellence
3555 Timmons Lane Suite 120
Houston, Texas 77027
Attn: Chuck Wemple, President

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the Member at the following address:

City of Galveston
823 Rosenberg St.
Galveston, TX 77550
Attn: Robert Winiecke, City of Galveston Manager

Pending Signature

Signatures

This Agreement, in duplicate originals, has been executed by the Parties hereto as follows:

City of Galveston

Signature

Name Robert Winiecke

Docusign Envelope ID: A2404424-4E5D-48D7-BED1-C358F9F4C203

Title City of Galveston Manager

Date

CRE

Signature

Name Chuck Wemple

Title President

Date

Pending Signature

Docusign Envelope ID: A2404424-4E5D-48D7-BED1-C358F9F4C203

Fee for Service Video – Scope of Work

City of Galveston

Objective

In alignment with the launch of the 'Fee for Service Program,' H-GAC has provided two opportunities for members to receive a complimentary video production to highlight any topic or program relevant to their organizations. City of Galveston was awarded one of the two video opportunities.

Scope of Work

Project Overview

The video's primary objective is to attract more individuals to apply for jobs in public service for the City of Galveston. The video will include interviews from local officials and current employees that focus on sharing how rewarding it is to work in and for the local Galveston community. With testimonials from real employees, the goal is to not only to increase job applications, but to specifically increase job applications in departments that are having trouble sourcing talent.

The H-GAC Public Affairs team will provide expert production support and collaborate with city representatives throughout the entire project, from planning to completion.

Key Deliverables

- Conceptualization of an engaging, visual narrative that effectively highlights what makes City of Galveston a unique place to work and impact the local community through a 3:00 – 3:30 minute video

Project Phases and Tentative Timeline: (Subject to adjustments based on agency and customer workload/availability)

Pending Signature

Docusign Envelope ID: A2404424-4E5D-48D7-BED1-C358F9F4C203

Fee for Service Video – Scope of Work

City of Galveston

PHASE	ACTIVITIES	TIMELINE
Phase 1: *Discovery session*	Introductory meeting via Teams	Wednesday, February 12, 2025
Phase 2: *Planning*	Coordination of key individuals and locations involved in the video production	Week 1 - 2
Phase 3: *Pre-shoot meeting*	Coordination meeting to finalize filming logistics	Week 3
Phase 4: *Recording on location*	On-location filming, including interviews and background footage	Week 4
Phase 5: *Editing*	Editing and postproduction processes	Week 4 - 5
Phase 6: *Internal review and revisions*	Review and revisions by H-GAC leadership	Week 5 - 6
Phase 7: *Client review and revisions (2)*	Review and feedback from City of Galveston	Week 6 - 7
Phase 8: *Delivery of finished product*	Delivery of completed video	Week 7 - 8
Phase 9: *Client Follow Up*	Feedback on utilization and review of analytics/results	2-3 months post delivery

Pending Signature

Responsibilities

Docusign Envelope ID: A2404424-4E5D-48D7-BED1-C358F9F4C203

Fee for Service Video – Scope of Work

City of Galveston

City of Galveston:

- Define the concept and message for the video
- Provide necessary resources for video production, including, but not limited to:
    - Interviewees and their availability
    - Filming locations (including any needed permissions)
    - Key points and objectives to be conveyed by interviewees
    - Any logos or branding materials (provided in PNG format and high resolution)

Public Affairs Department (Senior Multimedia Producer):

- Provide clear guidance and direction on the necessary elements for production
- Conduct and capture all interviews and needed footage
- Oversee the editing process to ensure high-quality production standards
- Incorporate feedback from Jersey Village staff
- Deliver final video product

Pending Signature

City of Galveston

DEPARTMENT OF DISASTER RECOVERY

Tesa Wrobleski, Director of Disaster Recovery & Grants
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

Date March 19, 2025

To: City Manager
Mayor and City Council Members

From: Tesa Wrobleski, Director of Disaster Recovery and Grants
Department of Disaster Recovery

Project location: Finance

Project: Temporary Staffing Support-Hurricane Beryl

Request: Consider for approval retaining temporary help from Robert Half International for Hurricane Beryl clerical/accounting support in the amount of $15,000 and authorize the City Manager to sign all documents upon the review and approval of the City Attorney.

Prior Council Action

The city hired temporary help from Robert Half in September 2024 in the amount of $12,960.00 to assist the Disaster Recovery and Grants Department with clerical support for Hurricane Beryl recovery activities. The city extended the contract in December 2024 for an additional $15,000.00.

Background

A) The department of disaster recovery and grants is staffed with 2 full time employees that handle disaster submittals and reimbursement requests from FEMA for several legacy disasters including Hurricane Ike, Hurricane Harvey, Winter Storm, and Hurricane Beryl. In addition, the department handles the administrative management of a multitude of ongoing grants such as the South Shore Pump station, 14th street pump station, causeway waterline, and the 59th street water storage tank.

B) The City of Galveston uses Robert Half International staffing through HGAC Contract #TS06-21. Using the HGAC cooperative purchasing contract provides discounted pricing, saving the City of Galveston money.

C) The city will be seeking reimbursement for these costs from FEMA for Hurricane Beryl costs. The current federal share for costs for Hurricane Beryl is 75%.

City of Galveston

DEPARTMENT OF DISASTER RECOVERY

Tesa Wrobleski, Director of Disaster Recovery & Grants
twrobleski@galvestontx.gov | Office Number: (409) 797-3517 | www.galvestontx.gov

Fiscal Impact Report

Funding Source	Amount
General Fund -Accounting Temporary Employment Services	$15,000.00
Hurricane Beryl Anticipated Reimbursement - 75%	$11,250.00
Total	$3,750.00

Alternatives

A. Approve retaining temporary help from Robert Half International for Hurricane Beryl clerical/accounting support in the amount of $15,000 and authorize the City Manager to sign all documents upon the review and approval of the City Attorney.

B. Do not approve retaining temporary help from Robert Half International for Hurricane Beryl clerical/accounting support in the amount of $15,000 and authorize the City Manager to sign all documents upon the review and approval of the City Attorney.

Staff Recommendation

Staff recommends retaining temporary help from Robert Half International for Hurricane Beryl clerical/accounting support in the amount of $15,000 and authorize the City Manager to sign all documents upon the review and approval of the City Attorney.

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H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - Robert Half International, Inc. - Public Services - ID: 12339

AMENDMENT No. 1 to CONTRACT No. TS06-21

For

Temporary Staffing, Direct Hire and Other Employer Services

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Robert Half International, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through May 31 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Temporary Staffing, Direct Hire and Other Employer Services, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

DocuSigned by:
82EC270D5D61423...

Chuck Wemple
Executive Director
Date: 4/17/2024

Signed for: **Robert Half International, Inc.**

Printed Name: Ryan McKitrick
Title: Vice President

DocuSigned by:
Ryan McKitrick
FA162956ED72462...

Manner Unscheduled
Vice President Strategic Accounts
Date: 4/17/2024

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H-GACBUY COOPERATIVE PURCHASING
ROBERT HALF INTERNATIONAL, INC.
AMENDMENT ONE-PARENT ID #6943

I. PURPOSE

This document serves as **amendment one (1)** to contract #6943 between H-GAC and Robert Half International, Inc. This amendment clarifies the following language in the General and Special Provisions:

(a) Article 4- Independent Contractor of the General Provisions is amended to replace the second to the last sentence of the Article with the following language:

Employees of CONTRACTOR are subject to the exclusive control over the employment relationship and human resource supervision by CONTRACTOR.

(b) Article 3-Most Favored Customer Clause of the Special Provisions is amended to read as follows:

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that routinely provides pricing more favorable than those provided to H-GAC hereunder, CONTRACTOR shall notify H-GAC within ten (10) business days. This Contract between H-GAC and CONTRACTOR shall be automatically amended, effective the date of notification.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. The Parties accept the following definition of agreement: A contractual document that applies to more than one staffing assignment and contains defined pricing rates."

If CONTRACTOR claims that a more favorable price, warranty, benefit, or term that was charged or offered to another governmental entity in the State of Texas during the term of this Agreement, does not constitute more favorable treatment, than CONTRACTOR shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of CONTRACTOR's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

(c) Attachment A, Form D1, section 7 is revised to read as follows:

OfficeTeam Only

Length of Assignment	Fee
0-160 hours	25% of annual starting salary
161-320 hours	20% of annual starting salary
321 - 480 hours	15% of annual starting salary
481 - 640 hours	10% of annual starting salary
641+ hours	No Fee

Robert Half Technology, Accountemps, The Creative Group, Robert Half Legal

Length of Assignment	Fee
0 - 240 hours	25% of annual starting salary
241 - 480 hours	20% of annual starting salary
481 - 720 hours	15% of annual starting salary
721 - 960 hours	10% of annual starting salary
961+ hours	No Fee

Robert Half Management Resources (Non-SPS)

Length of Assignment	Fee
0 - 1,560 hours	Case-by-case
1,561+ hours	No Fee

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All other General and Special Provision language agreed upon in contract #6943 remain, and no other changes to the contract documents other than those detailed above are made through execution of this amendment. These changes to the contract provisions are only applicable to this contract effort #6943.

II. REVIEW AND APPROVAL

This amendment requires the review and approval of the H-GAC Executive Director

III. SIGNATURES

for the Houston-Galveston Area Council	for Robert Half International, Inc.
DocuSigned by: 82EC270D5D61423...	DocuSigned by: Mathieu Ulmschneider 77F9EDBD4C1045E...
Charles Wemple, Executive Director	Mathieu Ulmschneider-VP Strategic Accounts
Date: 8/23/2021	Date: 8/17/2021

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GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Robert Half International, Inc., hereinafter referred to as the Contractor, having its principal place of business at 2884 Sand Hill Road, Menlo Park, CA 94025.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

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The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises

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such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jun 01 2021 and ends May 31 2024. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all

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subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all

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obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

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ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases
If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases
Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill

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any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

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H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*
H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:
(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY
H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE
To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST
No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ)

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if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Agreement," If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: CRIMINAL PROVISIONS AND SANCTIONS

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The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 35: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 36: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 37: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 38: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 39: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items

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designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 40: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 41: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 42: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

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ARTICLE 43: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Agreement will be bound by the foregoing terms and conditions.

ARTICLE 44: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 45: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 46: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 47: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 48: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

ARTICLE 49: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Robert Half International, Inc.

Signature DocuSigned by: Matthew Ulmschneider 77F9EDBD4C1045E...

Name Greg Freeman

Title Vice President

Date 6/22/2021

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 6/24/2021

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SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement ("EUA) with the Contractor through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Agreement with H-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

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ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

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d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

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ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. Customer Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

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ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ‘‘Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

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In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of

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every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ,000 and not more than ,000 for each such failure.

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ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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FORM F - MARKETING	Invitation No.: TS06-21
Offeror Name:	

Bidder shall provide a written narrative explaining in some detail actiities that will be undertaken to actively market and promote an H-GAC contract to local government and non-profit End Users.

Robert Half will continue to implement the following approach and actions in order to promote HGAC's end-users utilization of the HGACBuy contract:

As a current provider under an H-GAC contract, Robert Half would continue to communicate all key contractual parameters and specifics of the H-GAC agreement to our branch offices, equipping them to best market to your member organizations as well as non-member organizations.

Our internal staff is trained and experienced in how to direct non-member organizations to becoming part of H-GAC, helping to facilitate them through the sign-up process. Our teams will also review and update skill definitions, pricing, procedural guidelines for placing temporary staff, and all required documentation as dictated by the client agreement.

As has been Robert Half's process to date, all relevant H-GAC information, including use of the H-GAC sign-up form, is posted to the Strategic Accounts section of Robert Half's Intranet, the site used by our field staff as a reference and to receive any H-GAC cooperative member updates. This process enables our national salesforce of Staffing Professionals to be knowledgeable and maintain current account information.

Robert Half will continue to actively participate and coordinate with H-GAC regarding attendance at trade shows and other public marketing events in order to promote joint marketing efforts. In addition, we will continue to assist H-GAC with internal rollouts to members by drafting marketing material or content for the H-GAC internal member website.

These steps along with Robert Half's broad coverage help to ensure candidate availability to H-GAC program members, providing the level of service that members require and have come to expect.

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Attachment A
Robert Half International, Inc.
Temporary Staffing, Direct-Hire and Other Employer Services
Contract No. TS06-21

FORM D1 - PRICING PAGE #1
Cost of services, Mark-up (MU) percentage pricing:

When using the DOL website guidelines, as the Base pricing rate for Temporary Hire:

1.) What is the percentage of **Mark-Up** added to the Base rate for an **Administrative** position?	65%
2.) What is the percentage of **Mark-Up** added to the Base rate for an **Light Industrial** position?	NA
3.) What is the percentage of **Mark-Up** added to the Base rate for an **Heavy Industrial** position?	NA
4.) What is the percentage of **Mark-Up** added to the Base rate for an **IT** position?	70%
5.) What is the minumum conversion time in (hours) for a temporary employee to be hired without incurring a conversion or buyout fee?	Varies from 641 - 1561 depending on position
6.) Are there any liquidation fees if the above conversion hours are not met?	yes/no > > Yes

7.) If there are liquidation fees or charges for the above transaction, what

fee: > > >	See below chart
hours: > > >	See below chart
percentage > >	See below chart

Explain here:

OfficeTeam Only

Length of Assignment Fee
0-160 hours 25% of annual starting salary
161-320 hours 20% of annual starting salary
321 - 480 hours 15% of annual starting salary
481 - 640 hours 10% of annual starting salary
641+ hours No Fee

Robert Half Technology, Accountemps, The Creative Group, Robert Half

8.) **Direct-Hire** annual salary **percentage** of Mark-up. ** The annual salary must be equal to or less than hourly rate provided in the job descriptions listed on **Form D - Page #2**, using the multiplier of 2080 hours.	25%
9.) **Direct-Hire** guarantee period in hours.	520

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10.) Payrolling percentage of Mark-Up.	NA

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Attachment A

Robert Half International, Inc.

Temporary Staffing, Direct-Hire and Other Employer Services

Contract No. TS06-21

FORM D2 - PRICING PAGE #2.1

Code	Occupation Description	Pricing Range		Mark-Up %	Total	Total
		Low	High	Please Use a Whole Number as the % (MU). Example 25% = 1.25	Low	High
Accounting:						
A01	Accountant I	$20.30	$31.90	1.70	$34.51	$54.23
A02	Accountant II	$30.00	$49.00	1.70	$51.00	$83.30
A03	Financial Analyst I	$21.00	$32.50	1.70	$35.70	$55.25
A04	Financial Analyst II	$33.00	$52.80	1.86	$61.38	$98.21
A05	Payroll Clerk	$17.00	$25.00	1.70	$28.90	$42.50
A06	Cost Accounting Specialist	$22.00	$44.00	1.70	$37.40	$74.80
A07	CPA	$25.00	$50.00	1.70	$42.50	$85.00
A08	Financial / Business Analyst	$22.00	$49.50	1.86	$40.92	$92.07
A09	Controller	$35.20	$60.00	1.86	$65.47	$111.60
A10	Auditor I	$19.80	$30.80	1.70	$33.66	$52.36
A11	Auditor II	$29.00	$48.00	1.70	$49.30	$81.60
Administrative Support and Clerical:						
B01	Accounting Clerk I	$12.00	$18.00	1.70	$20.40	$30.60
B02	Accounting Clerk II	$18.00	$21.00	1.70	$30.60	$35.70
B03	Accounting Clerk III	$21.00	$24.00	1.70	$35.70	$40.80
B04	Administrative Assistant	$13.00	$19.00	1.65	$21.45	$31.35
B05	Call Center Representative	$15.00	$26.00	1.65	$24.75	$42.90
B06	Copy Machine Operator	$12.00	$15.00	1.65	$19.80	$24.75
B08	Customer Service Representative I	$15.00	$18.00	1.65	$24.75	$29.70
B09	Customer Service Representative II	$18.00	$22.00	1.65	$29.70	$36.30
B10	Customer Service Representative III	$22.00	$27.00	1.65	$36.30	$44.55
B11	Data Entry Operator I	$12.00	$16.00	1.65	$19.80	$26.40
B12	Data Entry Operator II	$16.00	$20.00	1.65	$26.40	$33.00
B13	Document Preparation Clerk	$12.00	$18.00	1.65	$19.80	$29.70
B14	Executive Assistant	$19.00	$29.00	1.65	$31.35	$47.85
B15	General Clerk I	$12.00	$15.00	1.65	$19.80	$24.75
B16	General Clerk II	$15.00	$20.00	1.65	$24.75	$33.00
B17	General Clerk III	$20.00	$24.00	1.65	$33.00	$39.60
B18	Legal Secretary I	$18.00	$24.00	1.70	$30.60	$40.80
B19	Legal Secretary II	$24.00	$31.00	1.70	$40.80	$52.70
B20	Mail Room Clerk	$12.00	$15.00	1.65	$19.80	$24.75
B22	Personnel Assistant (Employment) I	$12.00	$15.00	1.65	$19.80	$24.75
B23	Personnel Assistant (Employment) II	$15.00	$18.00	1.65	$24.75	$29.70
B24	Personnel Assistant (Employment) III	$18.00	$22.00	1.65	$29.70	$36.30
B25	Production Control Clerk	$15.00	$25.00	1.65	$24.75	$41.25
B26	Secretary I	$12.00	$15.00	1.65	$19.80	$24.75
B27	Secretary II	$15.00	$18.00	1.65	$24.75	$29.70
B28	Secretary III	$18.00	$25.00	1.65	$29.70	$41.25
B30	Receptionist/Switchboard Operator	$12.00	$18.00	1.65	$19.80	$29.70
B31	Records Management Clerk	$15.00	$25.00	1.65	$24.75	$41.25
B35	Word Processor I	$12.00	$15.00	1.65	$19.80	$24.75
B36	Word Processor II	$15.00	$18.00	1.65	$24.75	$29.70
B37	Word Processor III	$18.00	$22.00	1.65	$29.70	$36.30

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General Services and Materials Handling Support :						
D13	Shipping / Receiving Clerk	$12.00	$18.00	1.65	$19.80	$29.70
Health:						
E04	Claims Processor	$15.00	$24.50	1.65	$24.75	$40.43
E05	Claims Processor (Senior)	$19.00	$30.00	1.65	$31.35	$49.50
E11	Eligibility / Insurance Verifier	$13.00	$22.00	1.65	$21.45	$36.30
E12	Eligibility Referral Coordinator	$13.00	$22.00	1.65	$21.45	$36.30
E14	Insurance Coordinator	$15.00	$24.50	1.65	$24.75	$40.43
E20	Medical Record Clerk	$13.00	$19.00	1.65	$21.45	$31.35
Information Technology:						
F01	Application Developer	$40.00	$75.00	1.70	$68.00	$127.50
F02	Application Support Analyst	$30.00	$60.00	1.70	$51.00	$102.00
F03	Applications Engineer	$40.00	$75.00	1.70	$68.00	$127.50
F04	Computer Operator I	$18.00	$27.00	1.70	$30.60	$45.90
F05	Computer Operator II	$25.00	$34.00	1.70	$42.50	$57.80
F06	Computer Operator III	$32.00	$39.00	1.70	$54.40	$66.30
F07	Computer Operator IV	$40.00	$49.00	1.70	$68.00	$83.30
F08	Computer Operator V	$48.00	$60.00	1.70	$81.60	$102.00
F09	Computer Programmer I	$33.00	$49.50	1.70	$56.10	$84.15
F10	Computer Programmer II	$50.00	$60.50	1.70	$85.00	$102.85
F11	Computer Programmer III	$61.00	$77.00	1.70	$103.70	$130.90
F12	Computer Programmer IV	$78.00	$93.50	1.70	$132.60	$158.95
F13	Computer Systems Analyst I	$30.00	$40.00	1.70	$51.00	$68.00
F14	Computer Systems Analyst II	$40.00	$50.00	1.70	$68.00	$85.00
F15	Computer Systems Analyst III	$50.00	$77.00	1.70	$85.00	$130.90
F16	Customer Support Administrator	$17.00	$35.00	1.70	$28.90	$59.50
F17	Customer Support Specialist	$15.00	$20.00	1.70	$25.50	$34.00
F18	Database Administrator	$38.50	$70.00	1.70	$65.45	$119.00
F19	Data Center Support Specialist	$35.00	$70.00	1.70	$59.50	$119.00
F20	Desktop Support Manager	$35.00	$55.00	1.70	$59.50	$93.50
F21	Desktop Support Specialist	$18.00	$26.00	1.70	$30.60	$44.20
F22	Developer	$35.00	$70.00	1.70	$59.50	$119.00
F23	Director of Technology	$40.00	$95.00	1.70	$68.00	$161.50
F24	Front End Web Designer	$45.00	$55.00	1.77	$79.65	$97.35
F25	GIS (Geographic Info. Systems) Tech. I	$33.00	$55.00	1.70	$56.10	$93.50
F26	GIS (Geographic Info. Systems) Tech. II	$44.00	$66.00	1.70	$74.80	$112.20
F27	Help Desk Specialist	$15.00	$20.00	1.70	$25.50	$34.00
F28	Help Desk Technician	$15.00	$25.00	1.70	$25.50	$42.50
F29	Information Systems Project Manager	$35.00	$60.00	1.70	$59.50	$102.00
F30	Information Technology Coordinator	$20.00	$35.00	1.70	$34.00	$59.50
F31	Information Technology Director	$40.00	$95.00	1.70	$68.00	$161.50
F32	Information Technology Manager	$33.00	$68.00	1.70	$56.10	$115.60
F33	IT Support Manager	$33.00	$50.00	1.70	$56.10	$85.00
F34	IT Support Specialist	$18.00	$30.00	1.70	$30.60	$51.00
F35	IT Systems Administrator	$35.00	$50.00	1.70	$59.50	$85.00
F36	Java Developer	$40.00	$75.00	1.70	$68.00	$127.50
F37	Management Information Systems Director	$40.00	$80.00	1.70	$68.00	$136.00
F38	Network/Communications Support Clerk	$22.00	$38.50	1.70	$37.40	$65.45
F39	Network Systems Administrator	$35.00	$50.00	1.70	$59.50	$85.00
F40	Peripheral Equipment Operator	$18.00	$30.00	1.70	$30.60	$51.00
F41	Senior Database Administrator	$30.00	$65.00	1.70	$51.00	$110.50
F42	Senior Network System Administrator	$45.00	$90.00	1.70	$76.50	$153.00
F43	Senior Programmer	$40.00	$75.00	1.70	$68.00	$127.50
F44	Senior Programmer Analyst	$25.00	$40.00	1.70	$42.50	$68.00
F45	Senior Security Specialist	$40.00	$90.00	1.70	$68.00	$153.00

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F46	Senior Support Specialist	$28.00	$40.00	1.70	$47.60	$68.00
F47	Senior System Administrator	$40.00	$75.00	1.70	$68.00	$127.50
F48	Senior System Analyst	$30.00	$65.00	1.70	$51.00	$110.50
F49	Senior Web Administrator	$35.00	$55.00	1.70	$59.50	$93.50
F50	Senior Web Developer	$40.00	$70.00	1.70	$68.00	$119.00
F51	Software Developer	$45.00	$75.00	1.70	$76.50	$127.50
F52	Software Quality Assurance Analyst	$35.00	$55.00	1.70	$59.50	$93.50
F53	Support Specialist	$18.00	$28.00	1.70	$30.60	$47.60
F54	Systems Administrator	$30.00	$45.00	1.70	$51.00	$76.50
F55	Systems Analyst	$20.00	$35.00	1.70	$34.00	$59.50
F56	Systems Designer	$30.00	$55.00	1.70	$51.00	$93.50
F57	System Support Specialist	$18.00	$28.00	1.70	$30.60	$47.60
F58	Technical Operations Officer	$40.00	$80.00	1.70	$68.00	$136.00
F59	Technical Support Specialist	$18.00	$28.00	1.70	$30.60	$47.60
F60	Technical Specialist	$20.00	$32.00	1.70	$34.00	$54.40
F61	Telecommunications Specialist	$18.00	$32.00	1.70	$30.60	$54.40
F62	Web Administrator	$32.00	$45.00	1.70	$54.40	$76.50
F63	Web Developer	$35.00	$55.00	1.70	$59.50	$93.50
F64	Web Master	$35.00	$55.00	1.70	$59.50	$93.50
Procurement:						
G04	Purchasing Manager	$33.00	$77.00	1.86	$61.38	$143.22
Professional:						
H01	Attorney	$30.00	$50.00	1.78	$53.40	$89.00
H04	Contract Administrator	$18.00	$27.00	1.70	$30.60	$45.90
H05	Contract Specialist	$25.00	$30.00	1.70	$42.50	$51.00
H08	Compliance Manager	$32.00	$44.00	1.70	$54.40	$74.80
H09	Contract Administrator	$18.00	$27.00	1.70	$30.60	$45.90
H10	Contract Manager	$30.00	$40.00	1.70	$51.00	$68.00
H11	Executive Consultant	$45.00	$80.00	1.86	$83.70	$148.80
H14	Grant Administrator	$22.00	$35.00	1.70	$37.40	$59.50
H16	Human Resources Coordinatior	$18.00	$27.00	1.70	$30.60	$45.90
H17	Human Resources Manager	$27.50	$49.50	1.86	$51.15	$92.07
H18	Human Resources Specialist	$22.00	$38.00	1.70	$37.40	$64.60
H27	Marketing Specialist	$20.00	$24.00	1.77	$35.40	$42.48
H28	Paralegal/Legal Assistant I	$16.00	$20.00	1.70	$27.20	$34.00
H29	Paralegal/Legal Assistant II	$20.00	$24.00	1.70	$34.00	$40.80
H30	Paralegal/Legal Assistant III	$28.00	$34.00	1.70	$47.60	$57.80
H31	Paralegal/Legal Assistant IV	$36.00	$49.00	1.70	$61.20	$83.30
H33	Presentation Designer	$28.00	$35.00	1.77	$49.56	$61.95
H34	Principle Consultant	$38.00	$70.00	1.86	$70.68	$130.20
H35	Proofreader	$28.00	$32.00	1.77	$49.56	$56.64
H40	Senior Writer	$25.00	$40.00	1.77	$44.25	$70.80
H41	Social Media Manager	$28.00	$35.00	1.77	$49.56	$61.95
H43	Website Designer	$30.00	$38.00	1.77	$53.10	$67.26
Miscellaneous:						
J02	Desk Clerk	$12.00	$16.00	1.65	$19.80	$26.40

Robert Half®

September 3, 2024

Personal & Confidential
DANIELLE CLEVALLE
CITY OF GALVESTON
823 ROSENBERG ST.
PO BOX 779
GALVESTON, TX 77553-0779

Job Order Number: 04090-0013057491

Dear Danielle,

Thank you for selecting Robert Half to meet your talent solutions needs. Karrie Rummell is scheduled to start with City of Galveston as a Data Entry Clerk on 09-03-2024. As agreed, we will invoice your firm at the rate of $27.00 per hour. Overtime will be billed at 1.50 times such rate. Please find the enclosed General Conditions of Assignment and Terms of Payment (collectively, the "T&Cs") for your review.

Our professional will submit a time report for verification and approval at the end of each week. Your approval thereby will indicate you have read and agree to the enclosed T&Cs. Your approval of our professional's time report will be deemed a signed writing and considered an original for all purposes.

These T&Cs are issued pursuant to Contract No. TS06-21 between the Houston-Galveston Area Council (H-GAC) and Robert Half. You agree this letter and the enclosed T&Cs satisfy HGACBuy's purchasing requirements, including, but not limited to, HGACBuy's quote and purchase order requirements.

Please do not hesitate to contact us if you have any questions or we can be of additional service. We look forward to working with you.

Sincerely,

Robert Half
1322 Space Park Dr.
Suite C221
Houston, TX 77058
(800) 804-8367

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An Equal Opportunity Employer M/F/Disability/Veterans.

GENERAL CONDITIONS OF ASSIGNMENT

Thank you for your confidence in *Robert Half*. The following General Conditions of Assignment and the enclosed Terms of Payment apply to this assignment.

Scope of Assignment	Our professional is only authorized to perform work within the scope of the assignment. It is your responsibility to provide appropriate direction, guidance or oversight to our professional for satisfactory performance on your assignment. You will not permit our professional to use computers or other electronic devices, software, services, tools, e-mail accounts or network equipment owned or licensed by our professional. It is expressly understood that our professionals are not authorized to sign contracts, statements, or binding agreements on your behalf or on behalf of *Robert Half*.
Client's Responsibility	**It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures. Please notify us immediately if you require *Robert Half* to perform background checks or other placement screenings of our professional. We will conduct such checks or screenings for you only if they are described in a signed, written amendment to these General Conditions of Assignment.** ***Cash Handling and Other Financial Transactions and Activities:*** If you permit or allow our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities, you accept sole responsibility for all claims, demands and liability that may arise from permitting these activities. You represent and warrant that to the extent you permit or allow our professional to engage in the activities described in this paragraph, you will not permit or allow our professional to handle more than (i) $1,000 per day if you are a non-profit entity, or (ii) $25,000 per day if you are a for-profit entity. ***Workplace Safety:*** It is understood that you have full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to your business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, our professional working on your premises. To ensure the safety of potentially vulnerable individuals on your premises, you agree not to permit our professional to have unsupervised or unmonitored contact with (1) minors and (2) adults who are under your care, custody or supervision because of mental health impairments. ***Government Contracts:*** If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional. ***Operation of Vehicles and Equipment:*** It is understood that we will not authorize our professional to operate machinery (other than office machines) or vehicles. If you wish to permit our professional to drive for business purposes, you accept sole responsibility for all liability, damages, injuries or other claims that may arise or be incurred as a result of driving. If you require our professional to drive a vehicle owned by you or an employee of your company, you agree to maintain such vehicle in good working condition and maintain all necessary and appropriate insurance for the operation of such vehicle. Under no circumstances will you permit our professional to: make bank deposits; carry cash in excess of $100, negotiable instruments or other valuables while driving; or have passengers in the vehicle. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing. ***Claims:*** It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will *Robert Half* be responsible for any claim related to the assignment, including but not limited to work performed by our professional, unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.
Remote Work	You may request that our professional provide services to you remotely (i.e., from a location other than your or your customer's premises) using a laptop and/or other computer or telecommunications equipment provided by you or *Robert Half* (collectively, the "Equipment"). In such case, you acknowledge and agree that *Robert Half* shall have no control over, and you shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by our professional, and (ii) the security, integrity and backing up, of the data and other information stored therein or transmitted thereby. Moreover, you must not permit our professional to save or store any of your files or other data on the Computer Systems provided by us (including, but not limited to, any virtual desktop infrastructure solution). You agree that we shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

- CONTINUED ON REVERSE -

Confidentiality	Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature. You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.
Limitation on Liability	We make no express or implied warranty, including, but not limited to, any warranty of quality, performance, merchantability or fitness for any purpose with respect to any services performed or any goods provided, including, but not limited to, financial or accounting services performed, or software developed, for you. Under no circumstances are we liable for any special, incidental, exemplary, indirect damages, lost profits or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility. Our liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid by you to us for the services that are the subject of the claim, regardless of the basis on which you are entitled to claim damages from us (including, but not limited to, fundamental breach, negligence, misrepresentation, or other contract or tort claim).
Insurance	In addition to workers' compensation insurance for our professional, we also maintain commercial liability insurance.
No Contrary Agreements	These General Conditions of Assignment contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Assignment or to assume additional responsibilities other than those set forth in these General Conditions of Assignment.

TERMS OF PAYMENT

Thank you for your confidence in *Robert Half*. Our professional for this assignment of Data Entry Clerk is Karrie Rummell. The assignment will start on 09-03-2024. As agreed or otherwise communicated, we will invoice your firm at the rate of $27.00 per hour. Should you wish to use our professional for other assignments, please let us know. The hourly billing rate may then change to reflect the experience necessary for the assignment. Call *Robert Half* for any changes in the assignment. We request a minimum thirty (30) days' notice prior to ending any assignment.

The following Terms of Payment apply to this assignment:

Guarantee

Robert Half guarantees your satisfaction with our professional's services by extending to you a one-day (8 hours) guarantee period. If, for any reason, you are dissatisfied with our professional, *Robert Half* will not charge for the first eight hours of work by the professional, provided that *Robert Half* is allowed to replace the professional. Unless you contact us before the end of the first eight hours guarantee period, you agree that our professional is satisfactory.

Time Report

Our professional will submit a time report for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Assignment and these Terms of Payment. Our compensation to our professional is on a weekly basis, and you will be billed weekly for the total hours of work by the professional, including time spent completing, revising, and/or resubmitting a time report during business hours, and we ask that you respect those guidelines. Because *Robert Half* invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.

Overtime

Overtime will be billed at 1.50 times the normal billing rate. Overtime applies when hours of work by the professional exceed 40 hours per week (and in California exceed more than 8 hours in a day and as other state laws may require). If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.

Hiring the Person Referred to You

After you evaluate the performance and potential of our professional, you may wish to employ this person directly. Our professionals represent our pool of skilled professionals and in the event you wish them converted to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire our professional, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if our professional is hired by (i) a subsidiary or other related company or business as a result of your referral of our professional to that company or (ii) one of your customers as a result of our professional providing services to that customer.

The conversion fee will equal a percentage of the professional's annual starting salary, as follows:

Hours Billed	Conversion Fee
0 - 160	25%
161 - 320	20%
321 - 480	15%
481 - 640	10%
641+	No conversion fee

The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary.

Employment Taxes and Withholdings

Robert Half will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.

General Conditions

Robert Half may charge you a technology fee for the provision of equipment or technology, if you request that our professional use equipment or technology provided by us. *Robert Half* may also increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the technology fees and/or increase in our rates. Any increase in our rates will be prospective, starting as of the effective date *Robert Half* specifies.

A copy of the General Conditions of Assignment has been provided to you. We reserve the right to replace our professional.

Job Order: 04090-0013057491 Date: 09-03-2024

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SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement ("EUA) with the Contractor through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Agreement with H-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

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ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. Customer Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

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ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ''Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of

every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ,000 and not more than ,000 for each such failure.

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ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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FORM F - MARKETING	Invitation No.: TS06-21
Offeror Name:	

Bidder shall provide a written narrative explaining in some detail actiities that will be undertaken to actively market and promote an H-GAC contract to local government and non-profit End Users.

Robert Half will continue to implement the following approach and actions in order to promote HGAC's end-users utilization of the HGACBuy contract:

As a current provider under an H-GAC contract, Robert Half would continue to communicate all key contractual parameters and specifics of the H-GAC agreement to our branch offices, equipping them to best market to your member organizations as well as non-member organizations.

Our internal staff is trained and experienced in how to direct non-member organizations to becoming part of H-GAC, helping to facilitate them through the sign-up process. Our teams will also review and update skill definitions, pricing, procedural guidelines for placing temporary staff, and all required documentation as dictated by the client agreement.

As has been Robert Half's process to date, all relevant H-GAC information, including use of the H-GAC sign-up form, is posted to the Strategic Accounts section of Robert Half's Intranet, the site used by our field staff as a reference and to receive any H-GAC cooperative member updates. This process enables our national salesforce of Staffing Professionals to be knowledgeable and maintain current account information.

Robert Half will continue to actively participate and coordinate with H-GAC regarding attendance at trade shows and other public marketing events in order to promote joint marketing efforts. In addition, we will continue to assist H-GAC with internal rollouts to members by drafting marketing material or content for the H-GAC internal member website.

These steps along with Robert Half's broad coverage help to ensure candidate availability to H-GAC program members, providing the level of service that members require and have come to expect.

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Attachment A
Robert Half International, Inc.
Temporary Staffing, Direct-Hire and Other Employer Services
Contract No. TS06-21

FORM D1 - PRICING PAGE #1
Cost of services, Mark-up (MU) percentage pricing:

When using the DOL website guidelines, as the Base pricing rate for Temporary Hire:

1.) What is the percentage of **Mark-Up** added to the Base rate for an **Administrative** position?	65%
2.) What is the percentage of **Mark-Up** added to the Base rate for an **Light Industrial** position?	NA
3.) What is the percentage of **Mark-Up** added to the Base rate for an **Heavy Industrial** position?	NA
4.) What is the percentage of **Mark-Up** added to the Base rate for an **IT** position?	70%
5.) What is the minumum conversion time in (hours) for a temporary employee to be hired without incurring a conversion or buyout fee?	Varies from 641 - 1561 depending on position
6.) Are there any liquidation fees if the above conversion hours are not met?	yes/no > > Yes

7.) If there are liquidation fees or charges for the above transaction, what

fee: > > >	See below chart
hours: > > >	See below chart
percentage > >	See below chart

Explain here:

OfficeTeam Only

Length of Assignment Fee
0-160 hours 25% of annual starting salary
161-320 hours 20% of annual starting salary
321 - 480 hours 15% of annual starting salary
481 - 640 hours 10% of annual starting salary
641+ hours No Fee

Robert Half Technology, Accountemps, The Creative Group, Robert Half

8.) **Direct-Hire** annual salary **percentage** of Mark-up. ** The annual salary must be equal to or less than hourly rate provided in the job descriptions listed on **Form D - Page #2**, using the multiplier of 2080 hours.	25%

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10.) Payrolling percentage of Mark-Up.	NA

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Attachment A

Robert Half International, Inc.

Temporary Staffing, Direct-Hire and Other Employer Services

Contract No. TS06-21

FORM D2 - PRICING PAGE #2.1

Code	Occupation Description	Pricing Range		Mark-Up %	Total
		Low	High	Please Use a Whole Number as the % (MU). Example 25% = 1.25	Low
	Accounting:				
A01	Accountant I	$20.30	$31.90	1.70	$34.51
A02	Accountant II	$30.00	$49.00	1.70	$51.00
A03	Financial Analyst I	$21.00	$32.50	1.70	$35.70
A04	Financial Analyst II	$33.00	$52.80	1.86	$61.38
A05	Payroll Clerk	$17.00	$25.00	1.70	$28.90
A06	Cost Accounting Specialist	$22.00	$44.00	1.70	$37.40
A07	CPA	$25.00	$50.00	1.70	$42.50
A08	Financial / Business Analyst	$22.00	$49.50	1.86	$40.92
A09	Controller	$35.20	$60.00	1.86	$65.47
A10	Auditor I	$19.80	$30.80	1.70	$33.66
A11	Auditor II	$29.00	$48.00	1.70	$49.30
	Administrative Support and Clerical:				
B01	Accounting Clerk I	$12.00	$18.00	1.70	$20.40
B02	Accounting Clerk II	$18.00	$21.00	1.70	$30.60
B03	Accounting Clerk III	$21.00	$24.00	1.70	$35.70
B04	Administrative Assistant	$13.00	$19.00	1.65	$21.45
B05	Call Center Representative	$15.00	$26.00	1.65	$24.75
B06	Copy Machine Operator	$12.00	$15.00	1.65	$19.80
B08	Customer Service Representative I	$15.00	$18.00	1.65	$24.75
B09	Customer Service Representative II	$18.00	$22.00	1.65	$29.70
B10	Customer Service Representative III	$22.00	$27.00	1.65	$36.30
B11	Data Entry Operator I	$12.00	$16.00	1.65	$19.80
B12	Data Entry Operator II	$16.00	$20.00	1.65	$26.40
B13	Document Preparation Clerk	$12.00	$18.00	1.65	$19.80
B14	Executive Assistant	$19.00	$29.00	1.65	$31.35
B15	General Clerk I	$12.00	$15.00	1.65	$19.80
B16	General Clerk II	$15.00	$20.00	1.65	$24.75
B17	General Clerk III	$20.00	$24.00	1.65	$33.00
B18	Legal Secretary I	$18.00	$24.00	1.70	$30.60
B19	Legal Secretary II	$24.00	$31.00	1.70	$40.80
B20	Mail Room Clerk	$12.00	$15.00	1.65	$19.80
B22	Personnel Assistant (Employment) I	$12.00	$15.00	1.65	$19.80
B23	Personnel Assistant (Employment) II	$15.00	$18.00	1.65	$24.75
B24	Personnel Assistant (Employment) III	$18.00	$22.00	1.65	$29.70
B25	Production Control Clerk	$15.00	$25.00	1.65	$24.75
B26	Secretary I	$12.00	$15.00	1.65	$19.80
B27	Secretary II	$15.00	$18.00	1.65	$24.75

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General Services and Materials Handling Support :					
D13	Shipping / Receiving Clerk	$12.00	$18.00	1.65	$19.80
Health:					
E04	Claims Processor	$15.00	$24.50	1.65	$24.75
E05	Claims Processor (Senior)	$19.00	$30.00	1.65	$31.35
E11	Eligibility / Insurance Verifier	$13.00	$22.00	1.65	$21.45
E12	Eligibility Referral Coordinator	$13.00	$22.00	1.65	$21.45
E14	Insurance Coordinator	$15.00	$24.50	1.65	$24.75
E20	Medical Record Clerk	$13.00	$19.00	1.65	$21.45
Information Technology:					
F01	Application Developer	$40.00	$75.00	1.70	$68.00
F02	Application Support Analyst	$30.00	$60.00	1.70	$51.00
F03	Applications Engineer	$40.00	$75.00	1.70	$68.00
F04	Computer Operator I	$18.00	$27.00	1.70	$30.60
F05	Computer Operator II	$25.00	$34.00	1.70	$42.50
F06	Computer Operator III	$32.00	$39.00	1.70	$54.40
F07	Computer Operator IV	$40.00	$49.00	1.70	$68.00
F08	Computer Operator V	$48.00	$60.00	1.70	$81.60
F09	Computer Programmer I	$33.00	$49.50	1.70	$56.10
F10	Computer Programmer II	$50.00	$60.50	1.70	$85.00
F11	Computer Programmer III	$61.00	$77.00	1.70	$103.70
F12	Computer Programmer IV	$78.00	$93.50	1.70	$132.60
F13	Computer Systems Analyst I	$30.00	$40.00	1.70	$51.00
F14	Computer Systems Analyst II	$40.00	$50.00	1.70	$68.00
F15	Computer Systems Analyst III	$50.00	$77.00	1.70	$85.00
F16	Customer Support Administrator	$17.00	$35.00	1.70	$28.90
F17	Customer Support Specialist	$15.00	$20.00	1.70	$25.50
F18	Database Administrator	$38.50	$70.00	1.70	$65.45
F19	Data Center Support Specialist	$35.00	$70.00	1.70	$59.50
F20	Desktop Support Manager	$35.00	$55.00	1.70	$59.50
F21	Desktop Support Specialist	$18.00	$26.00	1.70	$30.60
F22	Developer	$35.00	$70.00	1.70	$59.50
F23	Director of Technology	$40.00	$95.00	1.70	$68.00
F24	Front End Web Designer	$45.00	$55.00	1.77	$79.65
F25	GIS (Geographic Info. Systems) Tech. I	$33.00	$55.00	1.70	$56.10
F26	GIS (Geographic Info. Systems) Tech. II	$44.00	$66.00	1.70	$74.80
F27	Help Desk Specialist	$15.00	$20.00	1.70	$25.50
F28	Help Desk Technician	$15.00	$25.00	1.70	$25.50
F29	Information Systems Project Manager	$35.00	$60.00	1.70	$59.50
F30	Information Technology Coordinator	$20.00	$35.00	1.70	$34.00
F31	Information Technology Director	$40.00	$95.00	1.70	$68.00
F32	Information Technology Manager	$33.00	$68.00	1.70	$56.10
F33	IT Support Manager	$33.00	$50.00	1.70	$56.10
F34	IT Support Specialist	$18.00	$30.00	1.70	$30.60
F35	IT Systems Administrator	$35.00	$50.00	1.70	$59.50
F36	Java Developer	$40.00	$75.00	1.70	$68.00
F37	Management Information Systems Director	$40.00	$80.00	1.70	$68.00
F38	Network/Communications Support Clerk	$22.00	$38.50	1.70	$37.40
F39	Network Systems Administrator	$35.00	$50.00	1.70	$59.50
F40	Peripheral Equipment Operator	$18.00	$30.00	1.70	$30.60

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F46	Senior Support Specialist	$28.00	$40.00	1.70	$47.60
F47	Senior System Administrator	$40.00	$75.00	1.70	$68.00
F48	Senior System Analyst	$30.00	$65.00	1.70	$51.00
F49	Senior Web Administrator	$35.00	$55.00	1.70	$59.50
F50	Senior Web Developer	$40.00	$70.00	1.70	$68.00
F51	Software Developer	$45.00	$75.00	1.70	$76.50
F52	Software Quality Assurance Analyst	$35.00	$55.00	1.70	$59.50
F53	Support Specialist	$18.00	$28.00	1.70	$30.60
F54	Systems Administrator	$30.00	$45.00	1.70	$51.00
F55	Systems Analyst	$20.00	$35.00	1.70	$34.00
F56	Systems Designer	$30.00	$55.00	1.70	$51.00
F57	System Support Specialist	$18.00	$28.00	1.70	$30.60
F58	Technical Operations Officer	$40.00	$80.00	1.70	$68.00
F59	Technical Support Specialist	$18.00	$28.00	1.70	$30.60
F60	Technical Specialist	$20.00	$32.00	1.70	$34.00
F61	Telecommunications Specialist	$18.00	$32.00	1.70	$30.60
F62	Web Administrator	$32.00	$45.00	1.70	$54.40
F63	Web Developer	$35.00	$55.00	1.70	$59.50
F64	Web Master	$35.00	$55.00	1.70	$59.50
	Procurement:				
G04	Purchasing Manager	$33.00	$77.00	1.86	$61.38
	Professional:				
H01	Attorney	$30.00	$50.00	1.78	$53.40
H04	Contract Administrator	$18.00	$27.00	1.70	$30.60
H05	Contract Specialist	$25.00	$30.00	1.70	$42.50
H08	Compliance Manager	$32.00	$44.00	1.70	$54.40
H09	Contract Administrator	$18.00	$27.00	1.70	$30.60
H10	Contract Manager	$30.00	$40.00	1.70	$51.00
H11	Executive Consultant	$45.00	$80.00	1.86	$83.70
H14	Grant Administrator	$22.00	$35.00	1.70	$37.40
H16	Human Resources Coordinatior	$18.00	$27.00	1.70	$30.60
H17	Human Resources Manager	$27.50	$49.50	1.86	$51.15
H18	Human Resources Specialist	$22.00	$38.00	1.70	$37.40
H27	Marketing Specialist	$20.00	$24.00	1.77	$35.40
H28	Paralegal/Legal Assistant I	$16.00	$20.00	1.70	$27.20
H29	Paralegal/Legal Assistant II	$20.00	$24.00	1.70	$34.00
H30	Paralegal/Legal Assistant III	$28.00	$34.00	1.70	$47.60
H31	Paralegal/Legal Assistant IV	$36.00	$49.00	1.70	$61.20
H33	Presentation Designer	$28.00	$35.00	1.77	$49.56
H34	Principle Consultant	$38.00	$70.00	1.86	$70.68
H35	Proofreader	$28.00	$32.00	1.77	$49.56
H40	Senior Writer	$25.00	$40.00	1.77	$44.25
H41	Social Media Manager	$28.00	$35.00	1.77	$49.56
H43	Website Designer	$30.00	$38.00	1.77	$53.10
	Miscellaneous:				
J02	Desk Clerk	$12.00	$16.00	1.65	$19.80

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H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - Robert Half International, Inc. - Public Services - ID: 12339

AMENDMENT No. 1 to CONTRACT No. TS06-21

For

Temporary Staffing, Direct Hire and Other Employer Services

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Robert Half International, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through May 31 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Temporary Staffing, Direct Hire and Other Employer Services, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

DocuSigned by:
82EC270D5D61423...

Chuck Wemple
Executive Director
Date: 4/17/2024

Signed for: **Robert Half International, Inc.**

Printed Name: Ryan McKitrick
Title: Vice President

DocuSigned by:
Ryan McKitrick
FA162956ED72462...

~~Matthew Chmielewski~~
~~Vice President Strategic Accounts~~
Date: 4/17/2024

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H-GACBUY COOPERATIVE PURCHASING
ROBERT HALF INTERNATIONAL, INC.
AMENDMENT ONE-PARENT ID #6943

I. PURPOSE

This document serves as **amendment one (1)** to contract #6943 between H-GAC and Robert Half International, Inc. This amendment clarifies the following language in the General and Special Provisions:

(a) Article 4- Independent Contractor of the General Provisions is amended to replace the second to the last sentence of the Article with the following language:

Employees of CONTRACTOR are subject to the exclusive control over the employment relationship and human resource supervision by CONTRACTOR.

(b) Article 3-Most Favored Customer Clause of the Special Provisions is amended to read as follows:

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that routinely provides pricing more favorable than those provided to H-GAC hereunder, CONTRACTOR shall notify H-GAC within ten (10) business days. This Contract between H-GAC and CONTRACTOR shall be automatically amended, effective the date of notification.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. The Parties accept the following definition of agreement: A contractual document that applies to more than one staffing assignment and contains defined pricing rates."

If CONTRACTOR claims that a more favorable price, warranty, benefit, or term that was charged or offered to another governmental entity in the State of Texas during the term of this Agreement, does not constitute more favorable treatment, than CONTRACTOR shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of CONTRACTOR's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

(c) Attachment A, Form D1, section 7 is revised to read as follows:

OfficeTeam Only

Length of Assignment	Fee
0-160 hours	25% of annual starting salary
161-320 hours	20% of annual starting salary
321 - 480 hours	15% of annual starting salary
481 - 640 hours	10% of annual starting salary
641+ hours	No Fee

Robert Half Technology, Accountemps, The Creative Group, Robert Half Legal

Length of Assignment	Fee
0 - 240 hours	25% of annual starting salary
241 - 480 hours	20% of annual starting salary
481 - 720 hours	15% of annual starting salary
721 - 960 hours	10% of annual starting salary
961+ hours	No Fee

Robert Half Management Resources (Non-SPS)

Length of Assignment	Fee
0 - 1,560 hours	Case-by-case
1,561+ hours	No Fee

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All other General and Special Provision language agreed upon in contract #6943 remain, and no other changes to the contract documents other than those detailed above are made through execution of this amendment. These changes to the contract provisions are only applicable to this contract effort #6943.

II. REVIEW AND APPROVAL

This amendment requires the review and approval of the H-GAC Executive Director

III. SIGNATURES

for the Houston-Galveston Area Council	for Robert Half International, Inc.
DocuSigned by: 82EC270D5D61423...	DocuSigned by: Mathieu Ulmschneider 77E9EDBD4C1045E...
Charles Wemple, Executive Director	Mathieu Ulmschneider-VP Strategic Accounts
Date: 8/23/2021	Date: 8/17/2021

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GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Robert Half International, Inc., hereinafter referred to as the Contractor, having its principal place of business at 2884 Sand Hill Road, Menlo Park, CA 94025.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises

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such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jun 01 2021 and ends May 31 2024. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all

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subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all

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obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

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ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases
If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases
Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill

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any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

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H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*
H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:
(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ)

if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Agreement," If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 35: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 36: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 37: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 38: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 39: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items

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designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 40: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 41: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 42: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

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ARTICLE 43: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Agreement will be bound by the foregoing terms and conditions.

ARTICLE 44: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 45: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 46: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 47: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 48: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

ARTICLE 49: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Robert Half International, Inc.

Signature DocuSigned by: Matthew Ulmschneider 77F9EDBD4C1045E...

Name Greg Freeman

Title Vice President

Date 6/22/2021

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 6/24/2021

RESOLUTION NO. 25 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING AN ADVANCED FUNDING AGREEMENT (AFA) REGARDING THE PELICAN ISLAND BRIDGE PROJECT WITH THE TEXAS DEARTMENT OF TRANSPORTATION (TXDOT) AND AUTHORIZING THE CITY MANAGER, TO EXECUTE THE AGREEMENT UPON ACTUAL RECEIPT OF SUFFICENT FUNDS AND UPON FINAL APPROVAL BY THE CITY ATTORNEY; DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO THE TEXAS DEPARTMENT OF TRANSPORTATION; PROVIDING FOR FINDINGS OF FACT AND FOR AN EFFECTIVE DATE.

WHEREAS, the condition of the current causeway to Pelican Island is well known for its deficiencies; it has a drawbridge that fails frequently, a physical structure of the causeway which has deteriorated to an alarming state and it has outlasted its useful life and replacement is a matter of public necessity; and,

WHEREAS, although the Galveston County Navigation District 1 owns and operates the bridge, the Texas Department of Transportation (TXDOT) is planning a construction project to build an entirely new causeway to replace the current bridge.

WHEREAS, TXDOT requires a local sponsor to be responsible to a portion of the costs and sign an agreement entitled the Advanced Funding Agreement (AFA) which details the division of tasks and costs; and,

WHEREAS, the AFA requires the local sponsor to provide the sum of Thirty Six Million Two Hundred Thousand Dollars in match funds for the project; and

WHEREAS, while the City of Galveston is receptive to acting as the local sponsor for the project, it does not have current funds in the amount required by TXDOT; and

WHEREAS, the City is in talks with Texas A&M Galveston, the Port of Houston, the Galveston Wharves Board, the County of Galveston and the Galveston County Navigation District Number 1, collectively referred to as the local participating entities, to obtain written commitments from each for contributions to enable the City to meet the obligations under the AFA; and

WHEREAS, absent written agreements with entities to raise the required funds for the local match under the AFA, the City of Galveston would be prohibited under the Texas Constitution and its own City Charter from creating a debt by signing the AFA in the absence of sufficient funds on hand at the time signature by the City Manager;

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest to proceed with the Project and authorize the City Manager, or his designee, upon approval of the City Attorney, the execution of an Advance Funding Agreement (AFA) with TXDOT for the Project subject to the conditions stated herein.

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

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

SECTION 2. The City Council of the City of Galveston, Texas hereby reaffirms its support of the Project and expresses its approval of the proposed Advance Funding Agreement (AFA) recently put forward by TxDOT for the Project.

SECTION 3. The City Council of the City of Galveston, Texas, hereby authorizes the City manager, after actual receipt of funds from the local participating entities as well as the City's contribution, in the amount of Thirty Six Million Two Hundred Thousand Dollars, to execute the AFA after final approval by the City Attorney.

SECTION 4. After the City Manager and City Attorney sign the AFA and receive an executed copy from TXDOT, the City Manager shall advise the Council of such action by written report which will be received and filed by the City Council and recorded in its minutes.

SECTION 5. The City Council of the City of Galveston, Texas, hereby directs the City Secretary to provide a certified copy of this Resolution to be the Texas Department of Transportation.

SECTION 6. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

_____
DONALD GLYWASKY
CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular Meeting held on March 27, 2025, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2025.

_____
Secretary for the City Council
of the City of Galveston

MEMORANDUM

TO: City Council

FROM: Donald Glywasky, City Attorney

Date: March 30. 2025

RE: Recommendation for Council related to the possible acceptance of the GISD school property generally referred to as Rosenberg Elementary

Previously Council had discussed acceptance of the GISD property known as Rosenberg Elementary for use as a park. The proposed scheme was that a group named Project Rosenberg would raise funds for the purchase. The nonprofit Better Parks would hold the funds for delivery to GISD at the time of conveyance. GISD would coney the property to the City for use as a park. If the conveyance does not go through Better Parks would refund the donations to the donor.

The City is in effect a stranger to the financing portion; that is between GISD, Better Park and Project Rosenberg.

But Council requested a list of suggested guidelines that would need to be met before the City would accept the conveyance. Based on the thoughts of Council the following are the requirement that need to be fulfilled before the City would accept conveyance:

1) School must be demolished prior to any conveyance

2) GISD must perform a phase 2 environmental and forward it to City; City will review and determine if the results prevent acceptance by the City.

3) There will be no reversionary interest to GISD.

4) There will be no restriction on what park equipment or facilities the City may place on the property.

5) No funds from the City of Galveston, IDC or otherwise shall be expended in the conveyance, other than staff's time in negotiating and executing the conveyance. All closing costs will be paid b an entity other than the City.

6) Escrow of $420,000 deposited with Better Parks on or before March 27, 2025; GISD and Better Parks are to confirm the money has been received.

7) All funds required for the successful purchase of the property deposited by July 1, 2025, including the purchase price, but also any and all demolition and remediation in order to make the "site ready" as a green field. City Staff and GISD staff determine those costs and communicate them to Project Rosenberg and Better Parks.

8) The City Parks and Recreation Board perform a study and shall make recommendations to the city manager and city council on the capital improvement budget and the annual budget of this acquisition. The study should include the full funding of existing parks and timeline for completion of those upgrades, before recommending any capital improvements funded by the city for the site.

9) No naming rights shall be attached to the conveyance. Any naming requests shall follow the standard city application process.

10) City staff and GISD will assemble a timeline for completion of the demolition and making the site ready for conveyance for arrival by Council

11) No funds from the City of Galveston, IDC or otherwise shall be expended in the conveyance, other than staff and legal's time in negotiating and executing the conveyance.

12) The GISD Board of Trustees shall approve all required conditions of the conveyance as specified by the City of Galveston.

13) The City Council may choose to not accept the donation at any time up to the actual conveyance has been executed.

It is recommended the Council direct staff to begin negotiations with GISD and report back to the Council on the progress of negotiations at the May 2025 Council meeting.

Gulf Coast Authority
910 Bay Area Boulevard • Houston, Texas 77058
Phone: 281.488.4115 • Fax: 281.488.3331 • www.gcatx.org

March 5, 2025

Mayor and City Council
City of Galveston
823 Rosenberg St
Galveston, Texas 77550

Notice of legislation relating to the authority of a development corporation created by the Gulf Coast Authority (previously known as the Gulf Coast Waste Disposal Authority) to finance certain projects; and

Notice of legislation relating to the meetings of the board of directors of the Gulf Coast Authority.

Dear Mayor and City Council,

Pursuant to Article XVI, Sections 59(d) and (e) of the Texas Constitution, attached please find two local bills intended to be filed in the Regular Session of the 89th Texas Legislature. The first bill authorizes a development corporation created by the Gulf Coast Authority (previously known as the Gulf Coast Waste Disposal Authority) to finance certain projects.

The second bill amends the Act creating the Gulf Coast Authority relating to meetings of the board of directors of the Gulf Coast Authority, and provides for board meetings by telephone conference call, videoconference or similar telecommunication method.

If you have any questions regarding this matter, please feel free to call me.

Sincerely,



Elizabeth Fazio Hale
General Manager

ATTACHMENTS: Proposed local bills

By: _____ .3. No. _____

A BILL TO BE ENTITLED

AN ACT

relating to the authority of a development corporation created by the Gulf Coast Authority to finance certain projects.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 3.01, Chapter 409, Acts of the 61st Legislature, Regular Session, 1969, is amended by amending Subsection (g) and adding Subsections (h), (i), (j), and (k) to read as follows:

(g) A development corporation created by the authority under Chapter 501, Local Government Code, may finance:

(1) projects described by Subchapter C, Chapter 501, Local Government Code, located inside or outside this state; [~~and~~]

(2) qualified improvements as defined by Section 399.002, Local Government Code, located inside or outside this state in the same manner and to the same extent as a municipality or county may do so under Chapter 399 of that code; and

(3) projects located inside or outside this state that acquire, construct, equip, renovate, improve, or refinance:

(A) educational and housing facilities in the same manner as a higher education facility authority under Chapter 53A, Education Code;

(B) health facilities in the same manner as a development corporation under Chapter 221, Health and Safety Code;

(C) the facilities or activities of an

organization that is exempt from the payment of federal income taxes under Section 501(a), Internal Revenue Code of 1986, by being listed as an exempt entity under Section 501(c)(3) of that code;

(D) hotels, including convention center facilities or convention center complexes primarily used to host conventions and meetings; and

(E) storage infrastructure and related facilities for energy and alternative energy production or carbon capture.

(h) A project financed under Subsection (g) of this section is an authorized project under Subtitle C1, Title 12, Local Government Code, including Chapter 501 of that code.

(i) If a development corporation created by the authority issues a public security for an out-of-state project under Subsection (g) of this section, the development corporation shall submit to the attorney general:

(1) a resolution approving the public security; and

(2) a detailed description of the proposed project and financing for the project.

(j) Notwithstanding any other law, a public security issued under Subsection (g) of this section for a project located outside this state or a contract supporting the public security is not subject to the review and approval of the attorney general if the attorney general does not request in writing the submission of the record of proceedings relating to the authorization of the public security within 12 business days from the date of receipt by the attorney general of the information under Subsection (i) of this

section.

(k) Sections 501.203, 501.205, 501.251, 501.252, 501.253, 501.254, 501.255(a) and (b), 501.256, and 501.257, Local Government Code, do not apply to a development corporation created by the authority.

SECTION 2. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2025.

By: _____ .3. No. _____

A BILL TO BE ENTITLED

AN ACT

relating to meetings of the board of directors of the Gulf Coast Authority.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 2.07, Chapter 409, Acts of the 61st Legislature, Regular Session, 1969, is amended by amending Subsection (a) and adding Subsections (d), (e), (f), (g), and (h) to read as follows:

(a) The board shall meet regularly as necessary [~~at least once each month, and may meet at any other time provided in its bylaws~~].

(d) Notwithstanding Chapter 551, Government Code, Chapter 49, Water Code, or any other law, the board may hold an open or closed meeting by telephone conference call, videoconference, or other similar telecommunication method. The board may use a telephone conference call, videoconference, or other similar telecommunication method for purposes of establishing a quorum, for voting, or for any other meeting purpose.

(e) A meeting held by telephone conference call, videoconference, or other similar telecommunication method is subject to the notice requirements applicable to other board meetings.

(f) The notice of a meeting to be held by telephone conference call, videoconference, or other similar

telecommunication method must include:

(1) a toll-free telephone number that members of the public may use to hear and, if applicable, speak at the meeting;

(2) free-of-charge access information for any audiovisual or audio-only feeds; and

(3) instructions for a member of the public to speak at the meeting from a remote location.

(g) If the board prepares an agenda packet or other materials that would have been distributed to members of the public at a face-to-face meeting, the board shall make the packet or other materials available electronically.

(h) A meeting held by telephone conference call, videoconference, or other similar telecommunication method shall be recorded. The recording shall be made available to the public. The board shall maintain a copy of the recording for at least one year after the date of the hearing.

SECTION 2. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2025.