

**NOTICE OF FACILITIES COMMITTEE MEETING
GALVESTON COMMUNITY COLLEGE DISTRICT
BOARD OF REGENTS**

In compliance with the Open Meetings Act, Texas Government Code, Section 551.041, notice is hereby given that a Facilities Committee Meeting of the Galveston Community College District Board of Regents will be held on **Wednesday, September 8, 2021**, at 4:00 PM in Room M-220 Galveston College, 4015 Avenue Q, Galveston, Texas 77550.

- AGENDA -

- I. **Call to Order**
- II. Certification of Posting Notice of Facilities Committee Meeting
- III. Consider Approval of Minutes from August 11, 2021 Meeting *(Action Item)* 3
- IV. Citizens Desiring to Appear Before the Committee on Agenda Items
(Please complete a request card prior to the start of the meeting. The Committee Chairperson may limit the time of appearance before the Committee to three minutes.)
- V. Update on New Facility to Support Nursing and Health Sciences Programs
- VI. Review and Discuss Schematic Design of New Facility to Support Nursing and Health Sciences Programs 6
- VII. Determine Committee Recommendation to Board of Regents Regarding Schematic Design of New Facility to Support Nursing and Health Sciences Programs *(Action Item)*
- VIII. Review and Discuss Engagement Agreement for Bond Counsel and Other Matters in Connection Therewith 7
- IX. Determine Committee Recommendation to Board of Regents Regarding Engagement Agreement for Bond Counsel and Other Matters in Connection Therewith *(Action Item)*
- X. Review and Discuss Landscaping Construction Plan for Charlie Thomas Family Applied Technology Center 18
- XI. Determine Committee Recommendation to Board of Regents Regarding Landscaping Construction Plans for Charlie Thomas Family Applied Technology Center *(Action Item)*
- XII. Adjournment to Closed Meeting in Room M-220: The Board of Regents Facilities Committee, as authorized by the Open Meetings Act, Texas Government Code, Chapter 551, reserves the right to enter into a closed meeting under the following provision of the Act: Section 551.072 - Deliberations about Real Property, to deliberate the purchase and value of real property to avoid any detrimental effect on the position of the College in negotiations with third parties. 24
- XIII. **Reconvene Facilities Committee (Open) Meeting in Room M-220**
- XIV. Determine Committee Recommendation to Board of Regents Regarding Purchase of Real Property *(Action Item)*
- XV. Adjournment

The notice for this meeting was posted on September 3, 2021, in compliance with the Texas Open Meetings Act.

W. Myles Shelton, Ed.D., President

**MINUTES OF THE BOARD OF REGENTS
FACILITIES COMMITTEE MEETING
GALVESTON COMMUNITY COLLEGE DISTRICT
4015 Avenue Q
Galveston, Texas 77550
Room M-220 – Moody Hall
August 11, 2021
4:00 p.m.**

At the Galveston Community College District Board of Regents Facilities Committee Meeting, duly held on Wednesday, August 11, 2021, in Room M-220 of Moody Hall, commencing at 4:00 p.m., the following Facilities Committee members were present: Mr. Michael B. Hughes, Chairperson, Mr. Raymond Lewis, Jr. (*via Zoom*), Mr. Carroll G. Sunseri, and Ms. Rebecca Trout Unbehagen. Other Regents present were: Mr. Armin Cantini, Ms. Karen F. Flowers, and Ms. Mary R. Longoria.

Staff present included Dr. W. Myles Shelton, President, Ms. Carla Biggers, Ms. Carol Langston, Dr. Cissy Matthews, and Dr. Van Patterson. Mr. M. Theron Waddell, retired faculty member, attended as a guest.

- I. CALL TO ORDER:** Chairperson Hughes opened the meeting at 4:01 p.m. in Room M-220 of Moody Hall and determined a quorum was present.

- II. CERTIFICATION OF POSTING NOTICE OF FACILITIES COMMITTEE MEETING:** Dr. Shelton confirmed that the notice of the Facilities Committee Meeting had been properly posted on August 5, 2021.

- III. CONSIDER APPROVAL OF MINUTES FROM JUNE 9, 2021 MEETING:** A reading of the minutes for the June 9, 2021 meeting was waived. Ms. Unbehagen moved to approve the minutes as presented; Mr. Sunseri seconded. The motion passed unanimously.

- IV. CITIZENS DESIRING TO APPEAR BEFORE THE COMMITTEE ON AGENDA ITEMS:** There were no citizens present desiring to appear before the Committee.

- V. UPDATE ON NEW FACILITY TO SUPPORT NURSING AND HEALTH SCIENCE PROGRAMS:** Dr. Shelton introduced architects Mr. Jason Mooney and Mr. Alan Stilts, who gave an update on the new facility including a presentation of the schematic design. This update covered the following:
 - Program space list
 - Preliminary adjacency diagrams
 - Current floor plans
 - Enlarged program spaces
 - Exterior and interior renderings with animation
 - Cost estimate

Mr. Mooney said the architects attended a predevelopment meeting with City of Galveston staff this morning where they received good feedback on the project. He and Mr. Stilts shared information about the meeting with the City, some of which will

V. UPDATE ON NEW FACILITY TO SUPPORT NURSING AND HEALTH SCIENCE PROGRAMS: *(Continued)*

produce cost savings for the College. That meeting and this presentation to the Board will wrap up the schematic design phase of the project and they will enter into the design development phase.

Other information given included:

- The site survey of the campus has been done. This report will inform the structural engineers and help fine-tune some of the costs.
- The City will look at parking on the campus as a whole. The College has the capacity with the existing parking count to accommodate the new facility. Therefore, as an option, additional parking would not be required.
- With adjustments made to the space list since the last meeting, the building is currently a little over 64,000 square feet with an efficiency factor of 63.
- A cost estimate was given based on the schematic design that is \$4.1 million over budget. Although this is the highest estimate of the project, Mr. Stilts outlined various ways to reduce the cost.
- Plans are to bid this project at the beginning of 2022. It was recommended that the bidding process start then due to the market and supply.
- A conversation has not occurred yet regarding equipment and furniture.

VI. REVIEW AND DISCUSS RESPONSES TO REQUEST FOR QUALIFICATIONS FOR BOND COUNSEL SERVICES:

Dr. Shelton reported that a request for qualifications (RFQ) was advertised for bond counsel services. The College received six responses and staff interviewed two firms: Orrick, Herrington & Sutcliffe, LLC, and Hunton Andrews Kurth LLP. Following the evaluations and interviews of both firms, staff rated Orrick, Herrington & Sutcliffe first and Hunton, Andrews Kurth second. Staff recommended authorizing Dr. Shelton to enter into contract negotiations with the first choice. If an agreement on contract terms cannot be reached, the College President would then begin negotiations with the second choice. Once a contract for bond counsel services has been agreed upon, that contract would be submitted for the Board's consideration.

VII. DETERMINE COMMITTEE RECOMMENDATION TO BOARD OF REGENTS REGARDING RESPONSES TO REQUEST FOR QUALIFICATIONS FOR BOND COUNSEL SERVICES:

Ms. Unbehagen moved to recommend to the Board of Regents the authorization of the College President to enter into contract negotiations with Orrick, Herrington & Sutcliffe for bond counsel services; Mr. Sunseri seconded. The motion passed unanimously.

VIII. REVIEW AND DISCUSS PROPOSAL FOR CAST ALUMINUM PLAQUE LOCATED AT THE ABE AND ANNIE SEIBEL FOUNDATION STUDENT RESIDENCES:

Dr. Shelton brought a proposal for review by the Regents for a cast aluminum plaque to be located at the Abe and Annie Seibel Foundation Student

VIII. REVIEW AND DISCUSS PROPOSAL FOR CAST ALUMINUM PLAQUE LOCATED AT THE ABE AND ANNIE SEIBEL FOUNDATION STUDENT RESIDENCES: (Continued)

Residences. He said it would have a low profile that should meet the guidelines of the City ordinances to receive a permit. An illustration of the sign was included in the Committee's report. Staff sought proposals from three different vendors and recommended Humble Sign Company for a cost of \$10,518.60. This price includes the design, fabrication, and installation.

IX. DETERMINE COMMITTEE RECOMMENDATION TO BOARD OF REGENTS REGARDING PROPOSAL FOR CAST ALUMINUM PLAQUE LOCATED AT THE ABE AND ANNIE SEIBEL FOUNDATION STUDENT RESIDENCES:

Ms. Unbehagen moved to recommend to the Board of Regents the acceptance of the proposal from Humble Sign Company for the design, fabrication, and installation of the plaque at the student residences; Mr. Sunseri seconded. The motion passed unanimously.

X. REVIEW AND DISCUSS PROCUREMENT METHODS FOR NEW FACILITY TO SUPPORT NURSING AND HEALTH SCIENCE PROGRAMS: Staff provided information on the different procurement methods that could be used for the construction of the new instructional facility. Dr. Shelton said the choices are between a traditional competitive bidding general contractor or a construction manager-at-risk (CMAR). A CMAR was used for the student residences. He explained the difference between the two methods. The architects were asked to give their feedback regarding these two methods. Mr. Stilts replied and favored a CMAR because of the partnership between the owner, designer, and contractor. Dr. Shelton said it was staff's recommendation to use the CMAR method.

XI. DETERMINE COMMITTEE RECOMMENDATION TO BOARD OF REGENTS REGARDING PROCUREMENT METHODS FOR NEW FACILITY TO SUPPORT NURSING AND HEALTH SCIENCE PROGRAMS: Mr. Sunseri moved to recommend to the Board of Regents that the College use the CMAR procurement method for the new facility; Mr. Lewis seconded. The motion passed by a vote of 3-1 with Ms. Unbehagen opposing. Mr. Cantini asked if she wanted to comment. Ms. Unbehagen said it is her understanding that the College would get better pricing with competitive bidding and that pricing will be key in whatever we do with this building.

XII. ADJOURNMENT: There being no further business to come before the Facilities Committee, the meeting adjourned at 5:18 p.m.

Carla D. Biggers, Clerk

APPROVED AS CORRECT:

Michael B. Hughes, Chairperson

Review and Discuss Schematic Design of
New Facility to Support Nursing and Health Sciences Programs

At the August 11, 2021 Facilities Committee Meeting, architects from PBK presented the schematic design of the new instructional facility. The Facilities Committee will continue its discussion of the schematic design and then determine a recommendation to present to the Board of Regents for consideration at its September 8, 2021 Regular Meeting.

Review and Discuss Engagement Agreement for
Bond Counsel and Other Matters in Connection Therewith

At the August 11, 2021 Regular Meeting of the Board of Regents, the College President was authorized to begin contract negotiations with Orrick, Herrington & Sutcliffe, LLP to provide bond counsel services. The following engagement agreement was negotiated. It will be reviewed and discussed by the Facilities Committee in order to determine a recommendation to present to the Board of Regents for consideration at its September 8, 2021 Regular Meeting.



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September 8, 2021

Dr. W. Myles Shelton, Ed.D.
Galveston College
4015 Avenue Q
Galveston, Texas 77550

Re: *Bond Counsel Services for Galveston College*

Dear Dr. Shelton:

This letter and the attached Standard Terms of Engagement (the “Agreement”) will set out the terms under which Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”) will serve as bond counsel with respect to bonds that Galveston College (the “Issuer” or “Client”) intends to issue, subject to voter approval as necessary, and with respect to any equipment notes or similar contractual obligations, tax and/or revenue notes and for any refunding or variable rate bonds of the Issuer, whether currently outstanding or to be issued. Such bonds, notes and obligations are collectively referred to in this letter as the “Bonds.” We are very pleased to have the opportunity to serve as Bond Counsel for the Issuer.

The following is based on our standard form of engagement letter. We do not intend this letter to be difficult to understand or filled with “legalese.” Please let us know if there is anything you do not fully understand or if there are any changes you would like us to make in order to better tailor the terms of our engagement to the needs of the Issuer.

1. Scope of Services. Bond Counsel shall perform the following legal services in connection with any issuance of Bonds:

- (1) Assistance with the conduct of Issuer general obligation elections and the preparation of election documents;
- (2) Analysis of the structure of the Bonds under Texas law and the eligibility to finance with tax-exempt bonds under federal tax law.
- (3) Consultation with representatives of the Issuer, the financial adviser, underwriters, underwriters’ counsel, and others, with respect to the timing, terms, and legal structure of the proposed Bonds.
- (4) Preparation of documents to be adopted or entered into by the Issuer required for the authorization, sale and issuance of the Bonds (excluding the Bond Purchase Agreement to be prepared by underwriters’ counsel), including preparation of the Bond Order, Paying Agent Registrar Agreement, Escrow Agreement and the other Bond Documents (the “Major Legal Documents”).

- (5) Preparation of the Continuing Disclosure Agreement pursuant to United States Securities and Exchange Commission Rule 15c2-12.
- (6) Preparation of summaries of the Major Legal Documents included in the Official Statement.
- (7) Review of any investment agreement entered into at or prior to closing, and the procedures by which bids are solicited, in each case for compliance with federal tax laws related to tax-exemption of interest on the Bonds.
- (8) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as Issuer may request.

After the closing of any series of the Bonds and upon specific request of the Issuer, providing assistance to the Issuer concerning questions and issues that may arise prior to the maturity of the Bonds.

In rendering opinions and performing legal services under this Agreement, Bond Counsel shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, the Issuer and other parties and consultants, without independent investigation or verification. Knowledge of attorneys and non-attorneys at Bond Counsel's firm not working directly any Bond issue will not be imputed to Bond Counsel nor shall there be any duty on the part of Bond Counsel to make any inquiry of such other attorneys or non-attorneys.

Bond Counsel services are limited to those specifically set forth above. Bond Counsel services do not include representation of the Issuer or any other party to the transaction in any litigation or other legal or administrative proceeding, audit or investigation involving any of the Bonds or any related matter. Bond Counsel services do not include any financial advice or analysis or data or mathematical verification. Also, Bond Counsel services will not include services related to rebate or other post issuance tax compliance or ongoing continuing disclosure filings (although Bond Counsel may be available for separate engagement to provide such services pursuant to separate a contract).

2. Fees. Bond Counsel will be paid a fixed fee for each series of Bonds issued by the Issuer. For Bond that are secured by ad valorem property taxes or a pledge of the Issuer's revenues, Bond Counsel's fee will be equal to the greater of \$25,000 or \$1.00 per \$1,000 of the proceeds amount of each series of Bonds issued subject to the following adjustments and assumptions. The fixed fee would be adjusted by adding \$10,000 for additional federal tax work required in the event of the issuance of refunding Bonds and \$10,000 for work relating to the conduct of a Bond election (contingent on voter approval of such election and to be paid at the time of the issuance of the Bonds approved in such election).

3. Expenses. In addition to the fees provided above, Issuer will pay Bond Counsel for costs and expenses (direct and indirect) incurred in connection with the services, including (without limitation) Texas Attorney General review fees, third-party translation services related to a bond election, filing and publication, document reproduction and delivery, long distance telephone, telecopy, word processing, computer research, secretarial overtime, closing transcripts and other similar expenses. Any filing, publication or printing costs required in connection with the Bonds shall be paid directly by Issuer, but if paid by the Bond Counsel on behalf of Issuer, shall be reimbursed to Bond Counsel on demand. Payment

in respect of such costs and expenses will be fixed at \$1,500, exclusive of the Texas Attorney General review fees, third-party translation services related to a bond election and extraordinary expenses, provided, however, that any extraordinary expenses shall be approved by the Issuer prior to such expenses being incurred.

4. Payment. Fees and expenses shall be payable by Issuer at or after issuance of each series of Bonds. Payment of all fees and expenses hereunder shall be made from proceeds of the Bonds, or otherwise as mutually determined by the Issuer and Bond Counsel and shall be entirely contingent upon issuance of each series of Bonds.

5. Termination of Agreement, Legal Services and Other Obligations. This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause.

6. Nature of Engagement; Client Relationships with Other Parties. The role of bond counsel, generally, is to prepare or review the proceedings for issuance of the bonds, notes or other evidence of indebtedness and to provide a legal opinion with respect to the validity thereof and other subjects (usually including the tax status of interest thereon) addressed by the opinion. Consistent with the historical origin and unique role of bond counsel, and reliance thereon by the public finance market, Bond Counsel's role as bond counsel under this Agreement is to provide opinions and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

Issuer acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment and swap providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Bond financing or that may be involved with or adverse to the Issuer in this or some other matter. Bond Counsel agrees not to represent any such entity in connection with the any Bond financing, during the term of this Agreement, without the consent of the Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges and agrees that no conflict of interest exists or would exist, and waives any actual or potential conflict of interest that might be deemed to arise, now or in the future, from this Agreement or any such other relationship that Bond Counsel may have had, have or enter into, and the Issuer specifically consents to any and all such relationships.

7. Limitation of Rights to Parties. Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer and Bond Counsel any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of the Issuer and Bond Counsel.

8. Counterparts. This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

9. Anti-Boycott Verification – Israel. As required by Chapter 2270, Government Code, Bond Counsel hereby verifies that Bond Counsel does not boycott Israel and will not boycott Israel through the term of this agreement. For purposes of this verification, “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.

10. Anti-Boycott Verification – Fossil-Fuel Companies. Bond Counsel hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with Section 2274.002, Texas Government Code, as added by Senate Bill 13 in the Regular Session of the 87th Legislature of Texas, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycott energy company” means (without an ordinary business purpose) 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 with a company because the company either (i) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (ii) does business with such a company.

11. Anti-Boycott Verification – Firearm Entities. Bond Counsel hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not discriminate against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with Section 2274.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, (a) “discriminate against a firearm entity or firearm trade association” means to refuse to engage in the trade of any goods or services, or to refrain from continuing or terminate an existing business relationship, with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, but does not include any such action taken (i) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (ii) for a traditional business reason that is specific to the firearm entity or firearm trade association and not based solely on its status as a firearm entity or firearm trade association, (b) “firearm entity” means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms, firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) “firearm trade association” means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.”

12. Foreign Terrorists Organizations. Pursuant to Chapter 2252, Texas Government Code, Bond Counsel represents and certifies that, at the time of execution of this agreement neither Bond Counsel, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

If the foregoing is acceptable to the Issuer, please so indicate by returning the enclosed copy of this letter, signed by an authorized officer, and retain an original for your files.

ORRICK HERRINGTON & SUTCLIFFE, LLP

GALVESTON COLLEGE

A handwritten signature in blue ink, appearing to read "M. Deitz", written over a horizontal line.

By: _____
Marcus Deitz, Partner

By: _____
W. Myles Shelton, Ed.D., President

STANDARD TERMS OF ENGAGEMENT

Except as modified in writing by the accompanying engagement letter or in another agreement signed by the Client and Orrick, the following provisions shall apply to the relationship between Orrick and the Client.

1. Client

Our engagement is only on behalf of the person(s) or entity(s) identified in the engagement letter accompanying these Standard Terms of Engagement. Our representation of the Client, does not encompass any officer, director, employee, owner, principal, member or partner of or any other person affiliated with the Client; or any subsidiary, parent or other affiliate of the Client. If any of these persons or entities require the services of counsel in connection with the Matter, we would be pleased to discuss whether we might be able to represent any of them, but any such representation would need its own engagement letter, and would depend on our review and disclosure to all concerned of any conflicts of interest that may arise in connection with any such concurrent representation, and on appropriate consents being obtained from the Client and from those seeking such additional representation.

2. Scope of Engagement

The scope of Orrick's representation of the Client is limited to the specific Matter identified in the accompanying engagement letter, and such additional matters as the Client and Orrick may in their mutual discretion agree to from time to time. In each case, Orrick's agreement to any expansion of the scope of its representation of the Client will be subject, among other things, to such additional conflict checks, waivers, retainers, approvals and other arrangements as Orrick may in its professional judgment deem necessary or appropriate in the circumstances. Except as otherwise expressly provided in any written engagement letter (or a written amendment of a prior engagement letter) between Orrick and Client entered into in connection with such expansion of the scope of Orrick's representation, the agreement reflected in these Standard Terms of Engagement, and in the accompanying engagement letter, applies to Orrick's current representation of the Client and to any subsequent matters that Orrick agrees to undertake on the Client's behalf.

3. Conflicts of Interest

Our agreement to represent the Client is conditioned upon the understanding that we are free to represent any clients (including the Client's adversaries) and to take positions adverse to either the Client or an affiliate of the Client in any matters (whether involving the same substantive area(s) of law for which the Client has retained us or some other unrelated area(s), and whether involving business transactions, counseling, litigation or otherwise), which do not involve the same factual and legal issues as matters for which the Client has retained us or may hereafter retain us. In this connection, the Client should be aware that we provide services on a wide variety of legal subjects to a large number of clients both in the United States and internationally, some of whom are or may in the future operate in the same area(s) of business in which the Client is operating or may operate. (A summary of Orrick's current practice areas and the industries in which we represent clients can be found on Orrick's web site at www.orrick.com.) We will, of course, hold in confidence the Client's secrets and confidences. Similarly, the Client understands that while Orrick may obtain confidential information from other clients that may be of interest to the Client, Orrick cannot share such information with the Client. The Client acknowledges that the Client has had the opportunity to consult with its in-house or separate counsel

about the consequences of the waiver set forth in this paragraph. After such consultation, the Client consents to these other representations, agrees that it will not seek to disqualify Orrick from any such present or future representations, and waives any actual or potential conflict that might arise from such current or future representations so long as those other representations do not involve the same factual and legal issues as a current active engagement for the Client.

4. Internal Communications

The occasion might arise for us, at our own expense, to consult regarding our engagement for the Client with our own counsel (e.g., our Chief Legal Officer, other firm lawyers working with our Chief Legal Officer who do not perform work for the Client on the Matter, or our own outside counsel). To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between Orrick and the Client as to such consultation or resulting communications, particularly if a dispute were ever to arise between Orrick and the Client regarding the Matter. A condition of this engagement is that the Client hereby consents to such consultation occurring, and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent the Client or from acting in our own behalf, even if such consultation or communications might be deemed adverse to the interests of the Client. The Client acknowledges and agrees that any such consulting and communications are protected, from disclosure to the Client, by Orrick's own attorney client privilege.

5. Responsibilities of Attorney and Client

We will provide to the Client legal counsel and assistance in accordance with the accompanying engagement letter. The Client will not look to or rely upon Orrick for any investment, accounting, financial or other non-legal advice, including without limitation any advice regarding the character or credit of any person with whom the Client may be dealing. Although we will at times communicate with the Client by e-mail, letter, or other written form, we may provide much of our counsel and assistance in telephone conversations and meetings with the Client. If the Client ever wishes for us to confirm any oral advice in writing, please let us know.

For us to represent the Client effectively, we need the Client to provide us with complete and candid information regarding the subject matter of the Matter, to keep us informed of relevant developments, to make decisions necessary for us to fulfill our responsibilities in the Matter and otherwise to provide to us the Client's reasonable assistance and cooperation.

We have a duty of confidentiality to the Client and each of our other clients. We take this duty very seriously and, except to the extent permitted by the applicable rules of professional conduct, we will not disclose any confidential information of the Client to any other client or person. Similarly, we cannot disclose to the Client the confidences of any other client even when such information relates to matters that might affect the Client.

6. Fees, Costs and Disbursements

We will bill the Client on a monthly basis for our services, unless other arrangements are described in the engagement letter to which these "Standard Terms and Conditions" are attached. Our

bills are payable promptly upon receipt, with payment required no later than 30 days following our invoice date.

Unless other arrangements are described in the engagement letter to which these “Standard Terms and Conditions” are attached, our fees are based on the amount of time we spend on the Matter. Each Orrick attorney, legal assistant and other timekeeper assigned to the Matter will have an hourly billing rate. These billing rates, which are set based upon seniority and expertise, are subject to adjustment annually, effective as of January 1 of each year, to reflect, among other factors, seniority advancements.

Unless other arrangements are described in the engagement letter to which these “Standard Terms and Conditions” are attached, in addition to fees, we also will bill the Client on a monthly basis for in-house services such as telephone charges, document reproduction, word processing, computerized research, out-of-town travel and messenger services. Subject to our ethical obligations, certain of such items may be charged at more than Orrick’s direct cost to cover its estimated associated administrative costs, overhead and materials. More specific information relating to Orrick’s disbursement policies is available upon request.

Unless special arrangements are made, Orrick does not take responsibility for paying fees and expenses of third parties, which will be the Client’s responsibility and may be billed directly to the Client.

If any claim or action is brought against Orrick or any of its personnel which alleges negligence or wrongdoing of the Client or a third party, or if Orrick or any current or former attorney or employee of Orrick is asked or required by a third party to testify or produce documents as a result of Orrick’s representation of the Client, the Client agrees to pay Orrick for any resulting costs or expenses, including Orrick’s time, even if Orrick’s representation of the Client has ended. This paragraph is not intended to apply to any claim brought by or on behalf of the Client alleging wrongdoing by Orrick.

The obligation to timely pay our bills is solely the Client’s and is not contingent upon, nor shall the payment due date be extended or otherwise affected by any judgment or settlement; any right the Client may have for reimbursement, indemnification or insurance; or the Client’s receipt of any other form of payment the Client may claim or expect to receive from some other party. If the Client has any question or issue regarding any bill, the Client should notify us promptly of any such question or issue, and must in any event promptly pay any portion of such bill that is not the subject of a question or issue.

Although Orrick may furnish estimates of fees or costs that are anticipated will be incurred, these estimates shall not be binding, are subject to unforeseen circumstances, and are by their nature inexact.

7. Engagement Termination

The Client may terminate this representation at any time, with or without cause, but in the case of litigation, court approval may be necessary. Subject to the application of the applicable rules of professional responsibility, Orrick also reserves the right to withdraw, if among other things, the Client fails to make timely payments of any invoice, the Client fails to cooperate or follow Orrick’s advice on a material matter, or any fact or circumstance arises that, in Orrick’s view, renders our continuing

representation unlawful or unethical, or we otherwise have the right to withdraw pursuant to applicable rules of professional responsibility. Any termination of our representation of the Client would be subject to such approval as may be required from any court(s) in which we are appearing on the Client's behalf. In the event of termination by either of us, the Client agrees to pay us fees and costs for work performed prior to termination, to the extent permitted by law.

8. Date of Termination

Orrick's representation of the Client will be considered terminated at the earliest of (i) the Client's termination of the representation, (ii) Orrick's withdrawal from the representation, (iii) the substantial completion of Orrick's substantive work for the Client, or (iv) our sending you our final statement for services rendered in the matter.

9. Client Files (Cloud Storage, Retention and Disposition)

Orrick recognizes that cloud computing services offer valuable tools to its clients and has entered into arrangements with certain providers of those services. Data and documents, including client confidential data uploaded to a cloud computing service rather than stored on equipment or servers controlled by Orrick may be less secure and less confidential than clients expect. If the Client does not wish to have its information and data stored with third party cloud service providers, the Client must advise Orrick not to do so. If the Client requests or directs Orrick to use cloud computing services other than those services provided by Orrick, the Client agrees that Orrick is not responsible for, and agrees to indemnify and hold Orrick harmless from and against any and all claims, suits and actions, arising from use of the cloud computing service requested by the Client, including any security or confidentiality breaches that occur.

Once our engagement in this Matter ends, we will send you a written notice advising you that this engagement has concluded. You may thereafter direct us to return, retain or discard some or all of the documents pertaining to the engagement. Orrick may charge the Client for the reasonable costs of retrieval, assembly, copying, storage and transfer of all files or materials in any format. If Orrick determines it appropriate to dispose of materials relating to the Matter, Orrick will provide you written notice of that determination. If you do not respond to the notice within sixty (60) days, you agree and understand that any materials left with us after the engagement ends may be retained or destroyed at our discretion without further notice to you and in a manner which preserves the confidential and secret nature of their contents. If you have a Records Retention Policy in place with which outside counsel will need to comply, please advise us so that we may so inform our Records Department.

You should understand that "materials" include paper files as well as information in other mediums of storage including voicemail, email, printer files, electronic document files, facsimiles, dictation recordings, video files, and other formats. We reserve the right to make, at our expense, certain copies of all documents generated or received by us in the course of our representation. When you request copies of documents from us, copies that we generate will be made at your expense. We will maintain the confidentiality of all documents throughout this process.

Our own files pertaining to the Matter will be retained by the firm (as opposed to being sent to you) or destroyed. These firm files include, for example, firm administrative records, time and expense

reports, personnel and staffing materials, and credit and account records. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time after the termination of the engagement.

10. Binding Agreement

The engagement letter and these Standard Terms of Engagement represent the entire understanding and agreement between the Client and Orrick with respect to the subject matter referred to herein. By signing below, the Client acknowledges that the engagement letter and these Standard Terms of Engagement have been carefully reviewed and their content understood and that the Client agrees to be bound by all of the terms and conditions. Furthermore, the Client acknowledges that Orrick has made no representations or guarantees to the Client regarding the outcome of the Matter or the time necessary to complete the Matter. The provisions of this letter may only be amended in writing and signed by both parties.

11. Acceptance of Engagement Terms

By signing below, you acknowledge and represent that you have read the engagement letter and these Standard Terms of Engagement, that you understand and agree to the terms and provisions, and that you are authorized to do so on behalf of the Client.

ORRICK HERRINGTON & SUTCLIFFE, LLP

GALVESTON COLLEGE



By: _____
Marcus Deitz, Partner

By: _____
W. Myles Shelton, Ed.D., President

Review and Discuss Landscaping Construction Plan
for Charlie Thomas Family Applied Technology Center

At a Special Meeting on April 7, 2021, the Board of Regents approved proposals submitted by Elizabeth Austin Associates for landscape architecture planning and design services for the main campus and the Charlie Thomas Family Applied Technology Center (ATC). Staff will present the landscaping construction plan for the ATC to the Facilities Committee to review and discuss. Following discussion, the Committee will determine a recommendation to present to the Board of Regents for consideration at its September 8, 2021 Regular Meeting.

CONSTRUCTION DOCUMENTS FOR:
GALVESTON COLLEGE
 ATC CAMPUS

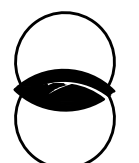


LANDSCAPE ARCHITECTURAL DRAWINGS

- CS1.00 COVER SHEET
- D1.01 DEMOLITION PLAN
- L1.01 LANDSCAPE PLAN
- L1.02 LANDSCAPE DETAILS

Prepared For:
 Galveston College
 4015 Ave. Q
 Galveston, TX 77550

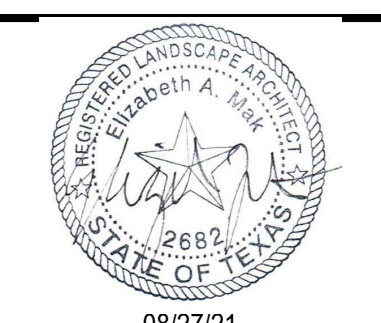
Prepared By:
 Elizabeth Austin Associates, LLC
 14551 Maple Field Dr.
 Houston, Texas 77069


 Elizabeth Austin Associates
 14551 Maple Field Dr.
 Houston, TX 77069
 (714) 875-7260

GALVESTON COLLEGE
 ATC
 7627 BROADWAY
 GALVESTON, TX 77051

DATE: AUG. 27, 2021
 PROJECT #: 21-009
 REVIEWED BY: EAM
 DRAWN: EAM
 PHASE: ISSUE FOR PROPOSAL

NO.	DESCRIPTION	BY	DATE



SHEET TITLE:
 COVER SHEET

CS1.00
 SHEET 1 OF 4

Galveston College

Galveston, TX

Cost Estimate ATC Campus Landscape Renovation

August 31, 2021

LANDSCAPE	<i>QTY</i>	<i>UNIT</i>	<i>COST</i>	<i>TOTAL</i>
1 Demo & removal of existing dead plant material	1	LS	\$ 3,000.00	\$ 3,000.00
2 Soil Preparation and Fine Grading	9,478	SF	\$ 0.50	\$ 4,739.00
3 Shrubs 3 gal.	515	EA	\$ 30.00	\$ 15,450.00
4 Perennials 1 gal.	534	EA	\$ 15.00	\$ 8,010.00
5 Groundcover 4" pots	2,468	EA	\$ 8.00	\$ 19,744.00
6 Hardwood Shredded Mulch	8,951	SF	\$ 0.50	\$ 4,475.50
SUBTOTAL				\$ 55,418.50
IRRIGATION	<i>QTY</i>	<i>UNIT</i>	<i>COST</i>	<i>TOTAL</i>
1 Irrigation System Renovations	1	LS	\$ 10,000.00	\$ 10,000.00
SUBTOTAL				\$ 10,000.00
GRAND TOTAL				\$ 65,418.50
NOTE: The figures shown are estimated costs that should not be used to determine bid costs.				

The Board Facilities Committee will adjourn to a closed meeting in Room M-220 to discuss the purchase and value of real property as authorized by the Open Meetings Act, Texas Government Code, Chapter 551, under the following provision of the Act: Section 551.072, Deliberations about Real Property. Following this closed meeting, the Committee will reconvene the Facilities Committee (Open) Meeting in Room M-220 to address **Agenda Item XIV**.