GALVESTON COUNTY, TEXAS

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

Mark Henry	Ryan Dennard	Joe Giusti	Stephen Holmes	Ken Clark
County Judge	Commissioner, Precinct 1	Commissioner, Precinct 2	Commissioner, Precinct 3	Commissioner, Precinct 4

AGENDA
August 30, 2016 – 1:30 PM

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

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

REGULARLY SCHEDULED MEETING

Call to Order

Invocation and Pledge of Allegiance

Consent Agenda

*1. Submitted by the Auditor's Office:

a. Approval of the Accounts Payable Checks dated 8/23/16 and 8/30/16

b. Order for Payroll period ending 8/24/16 Bi-Weekly #18

c. Order for Supplemental Payroll period ending 8/24/16 Bi-Weekly #18

d. Early checks release dated 8/10 & 8/18/16

e. Internal Audit report of cash count and inventory of Constable, Precinct 4A-League City

f. Internal Audit report of the FY2016 County Clerk Fee Audit for period of 6/1/15 - 5/31/16 with response letter from Honorable Dwight D. Sullivan, County Clerk dated 8/17/16

g. Internal Audit report of the inventory of fixed assets of the Road and Bridge dept. with response letter from Lee Crowder Road Administrator

*2. Receive and file *Refund Check List from Odyssey* submitted by the County Clerk.

*3. Receive and file *Refund Check List from Odyssey* submitted by the District Clerk.

*4. Receive and file *Restitution Check List from Odyssey* by Collections Improvement Program.

*5. Receive and file *Summary of Biweekly Personnel Movements pay period #17, July 28-August 10, 2016* submitted by Human Resources.

*6. Consideration of *execution of Temporary Staffing Agreement with A1 Best Staffing* submitted by Human Resources on behalf of Veterans Services.

*7. Receive and file *notice pursuant to H.B. 3059, Section 366.005 of Texas-New Mexico Power Company providing utility service to Galveston County* submitted by the County Judge.

*8. Consideration of a *resolution honoring the retirement of Tracey Williams from the District Clerk's Office* submitted by County Legal.

*9. Consideration of *approval to Remove Gum Bayou Tributary Detention Pond Project from the Project Worksheet #15158 Project List with the Federal Emergency Management Agency (FEMA)* as submitted by the Grants Manager.

*10. Consideration of *approval to add Galveston County Medical Examiner's Facility Rebuild Project under Project Worksheet #15158 with the Federal Emergency Management Agency (FEMA)* as submitted by the Grants Manager.

*11. Consideration of *acceptance for the FY 2016 Justice Administration Grant Allocation (JAG) Award and authorize County Judge to sign required documents* as submitted by the Grants Manager.

*12. Consideration of *approval for the FY 2016/2017 Interlocal Agreement with the City of La Marque regarding their participation in the Galveston County Auto Crimes Task Force and authorize the County Judge to sign the agreement* as submitted by the Grants Manager.

*13. Consideration of *approval for the FY 2016/2017 Interlocal Agreement with the City of Hitchcock regarding their participation in the Galveston County Auto Crimes Task Force and authorize the County Judge to sign the agreement* as submitted by the Grants Manager.

*14. Consideration of *approval for the FY 2016/2017 Interlocal Agreement with the City of Galveston regarding their participation in the Galveston County Auto Crimes Task Force and authorize County Judge to sign the agreement* as submitted by the Grants Manager.

*15. Consideration of *approval of granting a reduction of a permit fee (Facility Permitting Policy, Section 5.1.2 and 5.1.3) for U.S.M.C. Toys for Tots for the use of the parking lot closest to the indoor pavilion at Walter Hall for a motorcycle toy run on Saturday, December 10, 2016 & Saturday, December 9, 2017* submitted by Parks & Cultural Services.

*16. Consideration of *acceptance of a donation of two benches from Keep Bolivar Beautiful to be placed at the Noble Carl playground* submitted by Parks & Cultural Services.

*17. Receive and file *application from Bolivar Unlimited LLC for a sand pit permit on Bolivar Peninsula and authorize the County Engineer to run the required newspaper notice* submitted by the County Engineer.

*18. Consideration of *execution of an Encroachment Agreement between the County of Galveston and Selective Property Inc. permitting a partial encroachment of a covered wooden deck located on what is now as 109 17th Street in Land Leon Townsite Abstract 10A Edwards Lot 19, Galveston County, Texas* submitted by the Right of Way Department.

*19. Consideration of *appointments of the members of the Early Voting Ballot Board and Central Counting Station for the November 8, 2016 General Election* submitted by County Clerk.

*20. Consideration of *approval for annual Data Domain hardware maintenance renewal with SCW* submitted by Information Technology.

*21. Consideration of *approval for monthly OneSolution remote service processing maintenance with SunGard Public Sector* submitted by Information Technology.

*22. Request for *Ratification of Denial of Request for Waiver or Refund of Penalty and Interest as recommended by Penalty & Interest Review Committee* submitted by the Tax Assessor/Collector:

a.	**R290208**	Dreyspring, Deborah	2015	$286.01 (R)
	R107215	Lausen, Scott	2015	$184.31 (R)

*23. Consideration for *authorization to extend the contracts on the following RFPs* submitted by the Purchasing Agent:

a. RFP #B132011 Grounds Maintenance for Galveston County

b. RFP #B152011 Alarm Services

*24. Consideration for *authorization to Dispose of Salvage or Surplus Property* submitted by the Purchasing Agent.

*25. Receive and file *the first and only extension for RFP #B142015 Substance Abuse Treatment Services for the Galveston County Adult Probation Department* submitted by the Purchasing Agent.

*26. Consideration for *authorization for a price increase on the following RFP* submitted by the Purchasing Agent:

a. RFP #B132013 Food Service for the Galveston County Jail

*27. Receive and file *FY2017 approved Purchasing Agent Budget* submitted by the Purchasing Agent.

*28. Consideration of s*ole source exemption for Safe Boats International for the purchase of a safe boat 31' 4", foam stabilized watercraft for the Sheriff's Office Marine Division* submitted by the Purchasing Agent.

*29. Consideration for *authorization to utilize Ecoxstream, LLC (a cooperative purchasing program participant) for small construction jobs requested by the Facilities Department* submitted by the Purchasing Agent.

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

a. 16-156-0830-A
Information Technology - Request transfer from General Fund IT - Technology Hardware account to County Capital Projects Fund DR Storage for Technology Hardware

b. 16-157-0830-B
Human Resources - Request transfer from General Fund Budgeted Reserves to Human Resources Contract Services for a temporary employee in the Treasurer's Office

c. 16-158-0830-C
Human Resources - Request transfer from General Fund Budgeted Reserves to Human Resources Contract Services for a temporary employee in the Veteran's Services

*31. Consideration of *approval of Funding Parameters, Interlocal Cooperation Agreement and Memorandum of Understanding for operation of the Galveston County Juvenile Justice Alternative Education Program for the 2016-2017 School Year, and authorization for County Judge to execute said Interlocal Cooperation Agreement and Memorandum of Understanding* submitted by Juvenile Justice.

*32. Consideration of *granting authority to County Judge to sign Trustee's Deed on the following tax foreclosed property* submitted by the County Judge:

a. **CAD#: 3587-0020-0055-000**

Action Agenda

33. **County Clerk**

a. Consideration of Approval of a subscription to EasyVote Solutions for Election Management software using funds from the Elections Services Fund.

34. **District Clerk**

a. Consideration of approving FY15/16 State Case Registry and Local Customer Service Cooperative Agreement between the Office of the Attorney General of the State of Texas and Galveston County, Texas submitted by County Legal on behalf of the District Clerk.

35. **Human Resources**

a. Consideration and approval of the "2016-2017 Options for Consideration" in relation to the Galveston County Employee Health Plan and Galveston County Government Employees Healthcare Centers (managed by CareHere).

36. **Information Technology**

a. Consideration of approval for EMC Isilon X210 to increase data, server, and file storage for employees and departments of the County with Unique Digital.

37. **Professional Services**

a. Consideration of resolution of adopting Optional Health Care Services allowed and providing Public Notice of Galveston County Indigent Health Care Services for Fiscal Year 2016-2017, submitted by Jim Gentile, Contract Services Officer.

38. **County Legal**

a. **Break into Executive Session:**

b. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional-

Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to proposed settlement of the City of Galveston for property damage on May 12, 2015 at Menard and 55th Street.

c. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to 3:16-CV-00065, Diane Jacobs, et. al. v. Henry Trochesset, et. al. in the U.S. District Court for the Southern District of Texas, Galveston Division.

d. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to 3:14-CV-00186, Tomasa Duran v. Galveston County, in the U.S. District Court for the Southern District of Texas, Galveston Division.

e. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to 14-CV-1289, Bonnie Quiroga v. Galveston County, in the 212th Judicial District Court.

f. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to Cause No. 15-0993, Hon. Mark Henry, v. Hon. Lonnie Cox, in the Supreme Court of Texas.

g. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as-

permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to claims on performance bonds in County's Severe Repetitive Loss Elevation Program, including but not limited to completion of the project at 1653 Dick Bay, San Leon, Texas.

h. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to the Severe Repetitive Loss Elevation Project at 1525 103rd Street, Galveston, Texas.

i. **Executive Session:** Texas Government Code, Section 551.074, Personnel Matters. The Commissioners Court will enter into executive session as permitted under the Open Meetings Act, Chapter 551 of the Texas Government Code, pursuant to Section 551.074 of the Texas Government Code, Personnel Matters: to deliberate the appointment, employment, evaluation, reassignment, duties, discipline , or dismissal of a public officer or employee, the Director of Personal Bond Office/Director of Collections.

j. **Reconvene into Regularly Scheduled Meeting.**

k. Consideration of First Amendment and/or Addendum to the Tender Agreement that was executed on June 21, 2016 for the Severe Repetitive Loss Elevation project at 1653 Dick Bay, San Leon, Texas.

l. Consideration of approval of proposed settlement of the City of Galveston for an incident at 5528 Menard/55th Street, Galveston County, on May 12, 2015.

m. Consideration of accepting a Warranty Gift Deed from Bayshore Youth Sports Association and authorizing the County Judge to execute all necessary documents.

n. Consideration of approval of Data Use Agreement between the Texas Health and Human Services Enterprise, Houston-Galveston Area Council and Galveston County.

Adjourn

WORKSHOP AGENDA

1. Discussion of 64 acre park access road and N16 drainage ditch presented by the Parks & Cultural Services Department.

2. Discussion of volunteer control program for the Bayshore communities

3. Discuss FY17 property insurance submitted by Facilities

4. Budget workshop discussion

Appearances before Commissioners Court

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

Executive Sessions

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

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AGENDA ITEM #1.d.

Galveston County
Request for Early Release of Check

Why do you need the early release? To avoid service disconnection with Frontier Communications.

Early Release Date Needed 8/10/2016 Check Amount $ 9356.88

Vendor Name Frontier Communications

Requested by (Employee) Lauren Michaels (print name) 6233 (Ext.) (signed)

Approved by (Department Head) (print name) 6200 (Ext.) (signed)

Department Name Information Technology

Disposition [ ] Mail [X] Pickup

Approved by County Auditor (signed) 8/9/16 (date)

Approved by County Judge (signed) 8/10/16 (date)

** It is mandatory that you **HAND DELIVER** the request to the County Auditor for approval, then **HAND DELIVER** the request to the County Judge for approval to process the request. The form must have all original signatures; all blanks must be completed before request will be processed. You will also need backup documentation when making the request. (i.e., purchase order or affidavit, invoice copy, receipts, etc.) Please return the signed request to the Auditor's Office after approval by the County Judge. The release of funds will be from the County Treasurer's Office.

Check No: 00401667 Check Date: 08/10/16 Release Date: 08/10/16

Frontier
COMMUNICATIONS

GALVESTON COUNTY
Your Monthly Invoice

Thank you for choosing Frontier. Visit business.frontier.com to get the latest information on products, special offers and resources available to your business.

Account Summary

New Charges Due Date	8/12/16
Billing Date	7/19/16
Account Number	210-188-2194-061297-5
PIN	6461
Previous Balance	7,182.69
Payments Received Thru 7 19 16	.00
Balance Forward	7,182.69
New Charges	2,174.19
Total Amount Due	**$9,356.88**

I certify that the materials listed above have been received by me, that I have verified quantity, quality and condition thereof and such materials (or service) are substantially as ordered, except as noted.

HEAD OF DEPARTMENT

Blanket PO # C0080076
Paid $ 9356.88
Date

Frontier Secure helps keep businesses supported, connected and protected with on-demand expert support from advisors and innovative digital office solutions.

Helps detect and eliminate malware for up to 5 work stations

Unlimited, 24x7 remote support from certified for up to 3 computers/users

Covers computers and accessories, tablets and netbooks; telephones, routers hubs, modems, faxes, scanners, printers and projectors

To find out how to protect your business with **Frontier Secure**, call 1.844.873.7636.

Manage Your Account

To Pay Your Bill

Online: Frontier.com 1.800.801.6652

Pay by Mail

To Contact Us

Chat: Frontier.com Online: Frontier.com/helpcenter

1.800.921.8102 Email: ContactBusiness@ftr.com

6 BIV

PAYMENT STUB

Total Amount Due	**$9,356.88**
New Charges Due Date	8 12/16
Account Number	210-188-2194-061297-5

Please do not send correspondence with your payment. Make checks payable to Frontier

Amount Enclosed $.

Check here for billing address change (see reverse)

Frontier
COMMUNICATIONS
P O. Box 5157, Tampa, FL 33675

-- 01 000189 39993 B 1 A545

GALVESTON COUNTY
PO BOX 1418
GALVESTON TX 77553 1418

FRONTIER
PO BOX 740407
CINCINNATI OH 45274-0407

81402221018821940612970000181641000935688 5

Date of Bill 7/19/16
Account Number 210-188-2194-061297-5

For Billing and Service Questions, Call 1-800-921-8102, 7 am-7 pm Monday-Friday, 9:30 am-4 pm Saturday or visit www.Frontier.com.

HOW TO PAY YOUR BILL
Pay online, by phone, by mail or at any Authorized Payment Location. Paying by check authorizes Frontier to make a one-time electronic funds transfer from your account, which could be transacted as early as the day your check is received. You can also set up recurring electronic payments to streamline your bill payment. Visit Frontier.com for payment locations and more information

PAST DUE BALANCE
You are responsible for all legitimate, undisputed charges on your bill. If your payments are not made on time, your service may be interrupted and you may have to pay a reconnection charge to restore service. Continued nonpayment of undisputed charges (incl. 900 and long distance charges) may result in collection action and a referral to credit reporting agencies, which may affect your credit rating.

LATE PAYMENT and RETURNED CHECK FEES
A fee may be charged for payments received after the due date or for a check that is returned by the bank for any reason

IMPORTANT CONSUMER MESSAGES
- This bill may contain charges for additional services purchased from companies other than Frontier. Such charges appear in a separate section of this bill along with the name of the service provider. Be certain that you are only being charged for services you authorized. You can call Frontier or the service provider's representative at the toll-free numbers provided in this bill with any questions about charges. You do not have to pay Frontier for disputed third party charges and Frontier will not pursue collections or adverse credit reports for such charges. If you want only charges from Frontier on your bill, call us to ask for a block on your account at no charge to you.
- If you believe your bill includes unauthorized charges, you may contact: Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326, (512) 936-7120 or toll-free in Texas at (888) 782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the Commission at (512) 936-7136.
- Your basic local service may be disconnected if you don't pay basic service charges. Your basic service won't be disconnected if you don't pay other Frontier charges but this may cause other services to be terminated. Frontier Bundles may include charges for basic and non basic services
- Frontier periodically audits its bills to ensure accuracy which may result in a retroactive or future billing adjustment.

SERVICE TERMS
Visit Frontier.com/terms, Frontier.com/tariffs or call customer service for information on Frontier's applicable tariffs or price lists and other important Terms, Conditions and Policies ("Terms") related to your Frontier Services - Local, Long Distance, High Speed Internet and/or TV - including limitations of liability and early termination fees (Frontier.com/etf). In addition, as part of our Terms, Frontier has instituted a binding arbitration provision to resolve customer disputes (Frontier.com/terms/arbitration). By using or paying for Frontier services, you are agreeing to these Terms and that disputes will be resolved by individual arbitration.

Hard of Hearing, Deaf, Blind, Vision and/or Mobility Impaired customers may call 1-877-462-6606 to reach a consultant trained to support their communication needs.

Account Number 210-188-2194-061297-5
GALVESTON COUNTY

Changing your billing address

Use this space or login to My Account at www.frontieronline.com to change the mailing address where we send your bill. Allow 2 billing cycles for the address change to take effect.

Name:

Address:

City:

State/Zip:

Home Phone:

Business Phone:

E-mail Address:

SUMMARY OF CHARGES BY ACCOUNT

210/001-9224.0	.00	281/337-8735.0	135.08
210/030-1775.0	.00	281/338-0353.0	203.38
210/150-0098.0	.00	281/339-1303.0	128.10
210/150-0133.0	.00	281/339-3048.0	63.05
210/188-2194.0	359.13	281/559-2840.0	60.38
281/318-2777.0	127.74	409/925-7400.0	60.38
281/318-8710.0	255.48	409/927-2077.0	68.38
281/337-0471.0	203.52	409/927-2688.0	66.38
281/337-2661.0	378.90	409/986-0380.0	64.81

TOTAL $2,174.19

CURRENT BILLING SUMMARY

Local Service from 07/19/16 to 08/18/16

Qty Description	210/188-2194.0	Charge
Basic Charges		
Other Charges-Detailed Below		359.13
Total Basic Charges		359.13

TOTAL 359.13

** ACCOUNT ACTIVITY **

Qty Description	Order Number Effective Dates	
1 Late Payment Fee	7 19	359.13
210/188-2194	Subtotal	359.13

Subtotal 359.13

CURRENT BILLING SUMMARY

Local Service from 07/19/16 to 08/18/16

Qty Description	281/318-2777.0	Charge
Basic Charges		
2 Business Line		98.2[illegible]
2 Acc Rec Chrg Multi-Ln Bus		8.42
2 Federal Subscriber Line Charge		14.56
Federal USF Recovery Charge		3.74
Cost of Service Surcharge		.18
2 TX State 911 Equalization Surcharge		.12
2 Municipal Right of Way Surcharge		2.92
2 League City 911 Surcharge		1.80
Total Basic Charges		127.74

TOTAL 127.74

CURRENT BILLING SUMMARY

Local Service from 07/19/16 to 08/18/16

Qty Description	281/318-8710.0	Charge
Basic Charges		
4 Business Line		196.4[illegible]
4 Acc Rec Chrg Multi-Ln Bus		12.84
4 Federal Subscriber Line Charge		29.12
Federal USF Recovery Charge		7.48
Cost of Service Surcharge		.36
4 TX State 911 Equalization Surcharge		.24
4 Municipal Right of Way Surcharge		5.84
4 League City 911 Surcharge		3.20
Total Basic Charges		255.48

TOTAL 255.48

CURRENT BILLING SUMMARY

Local Service from 07/19/16 to 08/18/16

Frontier COMMUNICATIONS

GALVESTON COUNTY

Qty Description	281/337-0471.0	Charge
Basic Charges		
3 Business Line		147.30
3 Acc Rec Chrg Multi Ln Bus		9.63
3 Federal Subscriber Line Charge		21.84
Federal USF Recovery Charge		5.61
Cost of Service Surcharge		.27
3 TX State 911 Equalization Surcharge		.18
3 Municipal Right of Way Surcharge		4.39
3 League City 911 Surcharge		2.40
Total Basic Charges		191.61
Non Basic Charges		
3 ELC Dickinson Bus		11.88
Cost of Service Surcharge		.03
Total Non Basic Charges		11.91
	TOTAL	203.52

CURRENT BILLING SUMMARY

Local Service from 07/19/16 to 08/18/16

Qty Description	281/337-2861.0	Charge
Basic Charges		
5 Business Line		245.50
5 Acc Rec Chrg Multi Ln Bus		16.05
5 Federal Subscriber Line Charge		36.40
Federal USF Recovery Charge		9.35
Cost of Service Surcharge		.45
5 TX State 911 Equalization Surcharge		.30
5 Municipal Right of Way Surcharge		7.30
5 League City 911 Surcharge		4.00
Total Basic Charges		319.35
Non Basic Charges		
5 Call Forwarding		37.65
5 ELC Dickinson - Bus		19.80
Cost of Service Surcharge		.10
Total Non Basic Charges		57.55
	TOTAL	376.90

CURRENT BILLING SUMMARY

Local Service from 07/19/16 to 08/18/16

Qty Description	281/337-8736.0	Charge
Basic Charges		
2 Business Line		98.20
2 Acc Rec Chrg Multi-Ln Bus		6.42
2 Federal Subscriber Line Charge		14.56
Federal USF Recovery Charge		3.74
Cost of Service Surcharge		.18
2 TX State 911 Equalization Surcharge		.12
2 Municipal Right of Way Surcharge		2.92
2 League City 911 Surcharge		1.60
Total Basic Charges		127.74
Non Basic Charges		
2 ELC Dickinson - Bus		7.92
Cost of Service Surcharge		.02
Total Non Basic Charges		7.94
	TOTAL	135.68

CURRENT BILLING SUMMARY

Local Service from 07/19/16 to 08/18/16

Qty Description	281/338-0353.0	Charge
Basic Charges		
3 Business Line		147.30
3 Acc Rec Chrg Multi Ln Bus		9.63
3 Federal Subscriber Line Charge		21.84
Federal USF Recovery Charge		5.61
Cost of Service Surcharge		.27
3 TX State 911 Equalization Surcharge		.18
3 Municipal Right of Way Surcharge		4.38
3 League City 911 Surcharge		2.40

Frontier COMMUNICATIONS

GALVESTON COUNTY

Qty Description	281/339-0353.0	Charge
Total Basic Charges		191.61
Non Basic Charges		
Call Forwarding		10.75
Cost of Service Sur harge		.02
Total Non Basic Charges		10.77

TOTAL 202.38

CURRENT BILLING SUMMARY

Local Service from 07/18 16 to 08/18 16

Qty Description	281/330-1363.0	Charge
Basic Charges		
2 Business Line		98.20
2 Acc Rec Chrg Multi Ln Bus		6.42
2 Federal Subscriber Line Charge		14.56
Federal USF Recovery Charge		3.74
Cost of Service Surcharge		.10
2 TX State 911 Equalization Surcharge		.12
2 Galveston County 911 Surcharge		2.88
Total Basic Charges		126.10

TOTAL 126.10

CURRENT BILLING SUMMARY

Local Service from 07/18/16 to 08/18 16

Qty Description	281/339-3048.0	Charge
Basic Charges		
Business Line		49.10
Acc Rec Chrg Multi-Ln Bus		3.21
Federal Subscriber Line Charge		7.28
Federal USF Recovery Charge		1.87
Cost of Service Surcharge		.09
TX State 911 Equalization Surcharge		.06
Galveston County 911 Surcharge		1.44
Total Basic Charges		63.05

TOTAL 63.05

CURRENT BILLING SUMMARY

Local Service from 07/18/16 to 08/18/16

Qty Description	281/559-2840.0	Charge
Basic Charges		
Business Line		49.10
Access Recovery Chrg-Bus		1.62
Federal Subscriber Line Charge - Bus		6.50
Federal USF Recovery Charge		1.45
Cost of Service Surcharge		.09
TX State 911 Equalization Surcharge		.08
Galveston County 911 Surcharge		1.44
Total Basic Charges		60.28

TOTAL 60.26

CURRENT BILLING SUMMARY

Local Service from 07 18 16 to 08/18 16

Qty Description	409/925-7400.0	Charge
Basic Charges		
Business Line		42.10
Acc Rec Chrg Multi Ln Bus		3.21
Federal Subscriber Line Charge		7.28
Federal USF Recovery Charge		1.87
Cost of Service Surcharge		.07
TX State 911 Equalization Surcharge		.06
Municipal Right of Way Surcharge		3.34
Galveston County 911 Surcharge		1.44
Total Basic Charges		59.37

Frontier COMMUNICATIONS

GALVESTON COUNTY

Qty Description	409/925-7400.0	Charge
Non Basic Charges		
ELC HtchckSantaFe Bus		7.00
Cost of Service Surcharge		.01
Total Non Basic Charges		7.01

TOTAL 66.38

CURRENT BILLING SUMMARY

Local Service from 07/19/16 to 08/18/16

Qty Description	409/927-2077.0	Charge
Basic Charges		
Business Line		42.10
Acc Rec Chrg Multi Ln Bus		3.21
Federal Subscriber Line Charge		7.28
Federal USF Recovery Charge		1.87
Cost of Service Surcharge		.07
TX State 911 Equalization Surcharge		.06
Municipal Right of Way Surcharge		3.34
Galveston County 911 Surcharge		1.44
Total Basic Charges		59.37
Non Basic Charges		
ELC HtchckSantaFe - Bus		7.00
Cost of Service Surcharge		.01
Total Non Basic Charges		7.01

TOTAL 66.38

CURRENT BILLING SUMMARY

Local Service from 07 19 16 to 08/18/16

Qty Description	409/927-2688.0	Charge
Basic Charges		
Business Line		42.10
Acc Rec Chrg Multi-Ln Bus		3.21
Federal Subscriber Line Charge		7.28
Federal USF Recovery Charge		1.87
Cost of Service Surcharge		.07
TX State 911 Equalization Surcharge		.06
Municipal Right of Way Surcharge		3.34
Galveston County 911 Surcharge		1 44
Total Basic Charges		59.37
Non Basic Charges		
ELC HtchckSantaFe Bus		7.00
Cost of Service Surcharge		.01
Total Non Basic Charges		7.01

TOTAL 66.38

CURRENT BILLING SUMMARY

Local Service from 07/19 16 to 08/18/16

Qty Description	409 996-6360.0	Charge
Basic Charges		
Business Line		42.10
Acc Rec Chrg Multi Ln Bus		3.21
Federal Subscriber Line Charge		7.28
Federal USF Recovery Charge		1.87
Cost of Service Surcharge		.07
TX State 911 Equalization Surcharge		.06
Municipal Right of Way Surcharge		1.77
Galveston County 911 Surcharge		1.44
Total Basic Charges		57.80
Non Basic Charges		
ELC HtchckSantaFe Bus		7.00
Cost of Service Surcharge		.01
Total Non Basic Charges		7.01

TOTAL 64.81

Xerox WorkCentre 7845
SMTP Transfer Report

Job Status: SUCCESS Job has been transferred to the SMTP server.

Job Information

Device Name:	IT27XER
Submission Date:	08/09/16
Submission Time:	11:50 AM
Images Scanned:	8
Size:	400717
Attachment Name:	CR609145.pdf
Format:	Image-Only PDF
Encrypted E-mail:	No

Message Settings:

Subject:	CR609145
From:	noreply@ca.galveston.tx.us
Reply To:	noreply@ca.galveston.tx.us
To:	

1. product@ca.galveston.tx.us
2. Erin.Quiroga@ca.galveston.tx.us
3. IT-Admin@ca.galveston.tx.us

SMTP Server

Address:	SMTP.gcpit.25

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PeID# 718258

Galveston County
Request for Early Release of Check

Why do you need the early release? Travel occurred in June 2016, employee paid out of pocket for these expenses

Early Release Date Needed 8/18/16 Check Amount $ 502.15

Vendor Name Jo Ann Fontanes

Requested by (Employee) Erin Quiroga (print name) 5391 (Ext.) (signed)

Approved by (Department Head) Rufus G. Crowder (print name) 5372 (Ext.) (signed)

Department Name 212th District Court

Disposition [ ] Mail [X] Pickup

Approved by County Auditor (signed) 8/18/16 (date)

Approved by County Judge (signed) 8/19/16 (date)

** It is mandatory that you **HAND DELIVER** the request to the County Auditor for approval, then **HAND DELIVER** the request to the County Judge for approval to process the request. The form must have all original signatures; all blanks must be completed before request will be processed. You will also need backup documentation when making the request. (i.e., purchase order or affidavit, invoice copy, receipts, etc.) Please return the signed request to the Auditor's Office after approval by the County Judge. The release of funds will be from the County Treasurer's Office.

Check No: AP00401894 Check Date: 08/19/2016 Release Date: 08/22/2016

+ 160.00 registration

EMPLOYEE REIMBURSEMENT FORM

PO#: CL0060036

PR#: CR0006918

PEID #: 718258 SELECTED ADDRESS CODE: EA

PAYEE NAME: JoAnn Fentanes

REIMBURSEMENT SELECTION CHOICES

MILEAGE: _____ X _____ = $ _____

HOTEL: $ 342.15 (6/19/16 – 6/24/16

MEALS: $ _____

OTHER: $ 160.00 (6/19-24/16 Reimbursement - Hotel and registration fees to attend PDP Conference in San Marcos, Texas)

DESCRIPTION

"OTHER" MAY BE USED FOR A MISCELLANEOUS REIMBURSEMENT OR PRIORITY PO AND DOES NOT HAVE TO BE TRAVEL RELATED EXPENSE.

GRAND TOTAL: $ 502.15

NOTES

RETURN TO: JoAnn Fentanes

Patricia Grady
DEPARTMENT HEAD SIGNATURE

1101121400 5496100
ACCOUNT NUMBER

Judge Patricia Grady
PRINTED NAME

212th District Court
DEPARTMENT NAME

Patricia Grady
DATE

REV 092006

EMBASSY SUITES HOTELS®

1001 E. McCarty Lane • San Marcos, TX 78666
Phone (512) 392-6450 • Fax (512) 392-6451
For reservations across the nation
www.embassysuites.com or 1-800-EMBASSY®

Name & Address

FENTANES, JOANN

Suite 401/KNGN
Arrival Date 6/19/2016 12:51:00 PM
Departure Date 6/24/2016

Adult/Child 2/0
Suite Rate 119.00

Rate Plan: TCJ
HH #
AL:
Car:

Folio

Confirmation Number: 82981012

6/24/2016

HHONORS HILTON WORLDWIDE

DATE	REFERENCE	DESCRIPTION	AMOUNT
6/19/2016	1661858	GUEST ROOM	$59.50
6/19/2016	1661858	ROOM - STATE OCCUPANCY TAX	$3.57
6/19/2016	1661858	ROOM - LOCAL OCCUPANCY TAX	$5.36
6/20/2016	1662467	GUEST ROOM	$59.50
6/20/2016	1662467	ROOM - STATE OCCUPANCY TAX	$3.57
6/20/2016	1662467	ROOM - LOCAL OCCUPANCY TAX	$5.36
6/21/2016	1663123	GUEST ROOM	$59.50
6/21/2016	1663123	ROOM - STATE OCCUPANCY TAX	$3.57
6/21/2016	1663123	ROOM - LOCAL OCCUPANCY TAX	$5.36
6/22/2016	1663790	GUEST ROOM	$59.50
6/22/2016	1663790	ROOM - STATE OCCUPANCY TAX	$3.57
6/22/2016	1663790	ROOM - LOCAL OCCUPANCY TAX	$5.36
6/23/2016	1664597	GUEST ROOM	$59.50
6/23/2016	1664597	ROOM - STATE OCCUPANCY TAX	$3.57
6/23/2016	1664597	ROOM - LOCAL OCCUPANCY TAX	$5.36
6/24/2016	1665059	MC *0125	($342.15)
		BALANCE	$0.00

CONRAD

Hilton

DOUBLETREE

EMBASSY SUITES

Hilton Garden Inn

Hampton

HOMEWOOD SUITES

HOME2

Hilton Grand Vacations

ACCOUNT NO.
MC *0125

CARD MEMBER NAME
FENTANES, JOANN

ESTABLISHMENT NO. & LOCATION — ESTABLISHMENT AGREES TO TRANSMIT TO CARD HOLDER FOR PAYMENT

CARD MEMBER'S SIGNATURE
X

MERCHANDISE AND/OR SERVICES PURCHASED ON THIS CARD SHALL NOT BE RESOLD OR RETURNED FOR A CASH REFUND.

DATE OF CHARGE	FOLIO NO./CHECK NO.
6/24/2016	434354 A

AUTHORIZATION	INITIAL
03227B	

PURCHASES & SERVICES	
TAXES	
TIPS & MISC.	
TOTAL AMOUNT	-342.15

PAYMENT DUE UPON RECEIPT

PDD conference

Fentanes, Jo Ann

From: gailb@yourhonor.com
Sent: Monday, June 13, 2016 8:30 AM
To: Fentanes, Jo Ann
Subject: Final Hotel Confirmation for Professional Development Program

Dear Jo Ann,

I am looking forward to seeing you next week at the Professional Development Program to be held June 20 through June 24 at the Embassy Suites in San Marcos. This email is your final confirmation for your hotel reservation.

Please review your check in and check out dates carefully. If you have any questions or need to make a change please contact me immediately. Hotel reservations must be cancelled by 3 pm on Thursday, June 16 or you will be charged a cancellation fee equal to one night's lodging ($119 plus applicable taxes).

Arrival Date: ~~6/20/2016~~ 6/19/16
Departure Date: 6/24/2016
Confirm #: 82981012
Room type*: DOUBLE

**** You are confirmed for a reservation at the conference hotel, Embassy Suites.**

Since you have chosen single occupancy, you will be responsible for half the cost of your hotel room and tax upon check-out.The Embassy Suites Single Occupancy Rate is $119 per night. You will be responsible for $59.50 per night. Room rates are subject to tax which is currently 15%.

If you or your county would like to pre-pay your hotel costs you may contact Annette Campos, Director of Accounting at the Embassy Suites San Marcos. She can be contacted at Annette.campos@jqh.com or (512) 805-5309. Pre-payment is not required. All hotel costs will be payable upon hotel check-out. All other travel expenses (e.g. mileage, meals) will be reimbursed by the Texas Center for the Judiciary according to our reimbursement policy

Payment Information
Conference Registration Fee: $160.00
Payment Received: $160.00
Balance Due: $0.00

If you have a balance due, you may make an online payment with credit card or bring a check with you to the conference. Please contact Debra Malkiewicz, debram@yourhonor.com or (512) 482-8986, with payment questions. All cancellations must be submitted in writing via mail, email (registrar@yourhonor.com) or fax (512-469-7664). Refunds will not be given for cancellations received within seven (7) days of the conference.

I look forward to seeing you at the conference.

Sincerely,

Gail Bell
Conference Coordinator
Texas Center for the Judiciary
1210 San Antonio St, Ste 800
Austin, TX 78701
P (512) 482-8986
www.yourhonor.com

*Room type indicates the number of beds in the room. Double rooms do not mean you have a roommate.

Texas Center for Judiciary
1210 San Antonio, Suite 800 Austin, TX 78701
Phone: 512-482-8986 | Toll Free: 888-785-8986

Texas Center for the Judiciary

Texas Center for the Judiciary
1210 San Antonio, Ste. 800
Austin, TX 78701

Invoice No. 2857

INVOICE

Sold To:
Jo Ann Fentanes
212th District Court
600 59th St Ste 4204
Galveston, TX 77551-4198

Ship To:
Jo Ann Fentanes
Court Coordinator
212th District Court
600 59th St Ste 4204
Galveston, TX 77551-4198

Account No.	Purchase Order No.	Order Date	Order Number	Terms	Invoice Date
20580		04/25/2016	2854	Due Upon Receipt	04/25/2016

Qty Shipped	Item Code	Description	Unit Price	Extended Price
		Professional Development Program 06/19/2016 - 06/24/2016 San Marcos, TX United States		
1	16PDP/TCM2	Trial Court Management 2nd Year	160.00	160.00
1.000000	16PDP/HOTEL	Make Me a Hotel Reservation		
1.000000	16PDP/2YR	2nd Year		
1.000000	16PDP/EMBYSM-KING	Standard King		
		MC Payment Trans ID#01956B		

Line Item Total	Freight	Handling	Other	Tax	Subtotal	Amount Received	Amount Due
160.00					160.00	160.00	0.00

AGENDA ITEM #1.e.

GALVESTON COUNTY

Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Jeff Modzelewski CPA, First Assistant Accounting
Kristin Bulanek CIA, First Assistant Auditing

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5304** **722 Moody Ave 4th Floor, Galveston, TX 77550**

August 30, 2016

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court

Honorable Mark A. Henry and Members of the Court:

Attached for your consideration is the internal audit report of the cash count and inventory of Constable, Precinct 4A – League City.

Sincerely,

Randall Rice CPA
County Auditor

cc: Honorable Jerry Fisher

Attachment: Constable, Precinct 4A – League City Cash Count and Inventory Report

GALVESTON COUNTY

Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Jeff Modzelewski CPA, First Assistant Accounting
Kristin Bulanek CIA, First Assistant Auditing

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5304** **722 Moody Ave 4th Floor, Galveston, TX 77550**

August 4, 2016

Honorable Jerry Fisher
Constable, Precinct 4 – League City
174 Calder Rd. Suite 127
League City, Texas 77573

Honorable Jerry Fisher:

Attached is the internal audit report of the cash count and inventory of Constable, Precinct 4A – League City. The report will be submitted to Commissioners Court on August 16, 2016.

We welcome the opportunity to discuss any material included in this report with you or your staff. Please contact Lori McWhirter, Internal Audit Manager, at extension 5356 to arrange a meeting.

Sincerely,

Randall Rice CPA
County Auditor

Attachment: Internal Audit Report

GALVESTON COUNTY

Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Jeff Modzelewski CPA, First Assistant Accounting
Kristin Bulanek CIA, First Assistant Auditing

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5304** **722 Moody Ave 4th Floor, Galveston, TX 77550**

August 4, 2016

To: Honorable Jerry Fisher
Constable, Precinct 4A – League City

From: Charles Eddy CE
IT Internal Auditor II

Re: Constable, Precinct 4A – League City Cash Count and Inventory

---

Cash Count

A cash count of Constable, Precinct 4A – League City was conducted on July 27, 2016. The objectives of the cash count were to determine if all the collections had been accounted for at the time of the surprise cash count and if the collections were properly handled.

This would include examining deposit warrants and the receipt book issued to the Constable's Office.

- All funds were accounted for at the time of the surprise cash count.

Inventory

An asset inventory of Constable, Precinct 4A – League City was conducted on July 27 and August 3, 2016. The objectives of the inventory were to provide reasonable assurance that Galveston County assets assigned to the office of Constable, Precinct 4A – League City had been accounted for at the time of the inventory.

- All assets were accounted for at the time of inventory.

We wish to thank Constable Fisher and his staff for their cooperation and assistance.

cc: Randall Rice CPA, County Auditor
Kristin Bulanek CIA, First Assistant Auditing

AGENDA ITEM #1.f.

GALVESTON COUNTY

Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Jeff Modzelewski CPA, First Assistant Accounting
Kristin Bulanek CIA, First Assistant Auditing

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5304** **722 Moody Ave 4th Floor, Galveston, TX 77550**

August 30, 2016

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court

Honorable Mark A. Henry and Members of the Court:

Attached for your consideration is the internal audit report of the FY2016 County Clerk Fee Audit. The audit covered the period June 1, 2015 through May 31, 2016. Also attached is the response letter from Honorable Dwight D. Sullivan, dated August 17, 2016.

Sincerely,

Randall Rice CPA
County Auditor

cc: Honorable Dwight D. Sullivan, County Clerk

Attachment: FY2016 County Clerk Fee Audit Report
Response Letter, Honorable Dwight D. Sullivan

County Clerk Fee Audit

July 22, 2016

Executive Summary 1
Introduction 2
Details 3-5

Galveston
County
Internal Audit
Division

Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

Executive Summary

Reliability and Integrity of Information (page 3)

- County Clerk's Office practices proper separation of duties among the clerks.
- County Clerk's Office has adequate controls over voided receipts. A clerk who records the receipts does not have the ability to void the receipts in the Odyssey system. The void functionality is only granted to management staff.

Safeguarding of Assets (page 4)

- All cash collected on the day of the surprise cash count was accounted for. Collections are deposited daily by a Sheriff's Deputy.
- Physical security over assets (collections) is adequate.

Compliance with Statutes, Policies, and Procedures (page 5)

- Misdemeanor fees tested were in compliance with Transportation Code (TC) §542.4031, TC §542.403 and Code of Criminal Procedure (CCP) §102.022.
- Dismissals tested for misdemeanor cases were in compliance with CCP §32.01.
- Basic court costs and fees tested for civil and probate cases were in compliance with applicable Texas statutes.
- Fees tested for marriage licenses were in compliance with applicable Texas statutes.

Introduction

The Internal Audit Division conducted an internal audit of the County Clerk's Office as authorized by Local Government Code §115. The internal audit covered the period June 1, 2015 through May 31, 2016. The audit was performed from June 29, 2016 through July 22, 2016.

The primary objectives of the internal audit are to provide reasonable assurance concerning:

- Reliability and integrity of the information.
- Safeguarding of assets.
- Compliance with laws, regulations, contracts, policies, plans and procedures.

The scope of the internal audit encompassed the financial records and administrative procedures related to the County Clerk's Office. The internal audit included, but was not limited to, the books, accounts, reports, dockets and records of the County Clerk.

The internal audit included examining transactions on a test basis, and required exercising judgment in the selection of such tests. As the internal audit was not a detailed examination of all transactions, there is a risk that errors or fraud were not detected during the internal audit. The official therefore retains the responsibility for the accuracy and completeness of the financial information.

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Galveston County County Clerk, as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care.

Christina Fogg, Internal Auditor I, performed the audit.

Reliability and Integrity of Information

Reliable information is accurate, timely, complete and useful. In order to achieve this, controls over record keeping and reporting must be adequate and effective.

Separation of Duties

One of the most important internal controls is to have proper separation of duties. No one person should be able to authorize, record and void transactions and have custody of the assets.

Civil and Probate Court Division

For civil and probate court divisions, the office has established procedures to allow clerks to record cases, to assess court fees and to collect payments in the court system (Odyssey). Clerks do not have the ability to adjust the assessments of court fees or to void receipts. Management staff performs the adjustments and voids.

Internal Audit verified only management personnel performed voids. No exceptions were noted during the audit period. Accordingly, the office has a proper separation of duties in place relative to recording and voiding of receipts.

Misdemeanor Court Division

The office has instituted procedures to separate the custody of assets from the recording and authorization functions in the Misdemeanor Division. The Misdemeanor Division clerks only record the cases in Odyssey and collect miscellaneous payments for other services (such as copies, certified copies, etc). The Court Collections Department collects the payments for court costs and fees of misdemeanor cases. Accordingly, they have an effective separation of duties.

Mail-In Payments

Mail is processed every morning by one of the front counter deputies. As the mail is opened, the envelopes are marked indicating the division to which it should be delivered. Each division immediately processes the mail accordingly. Proper separation of duties regarding mail-in payments appear to be in place.

Safeguarding of Assets

Safeguarding of assets has three basic components: 1.) physical security of assets, 2.) minimal exposure to loss and 3.) proper management of the assets.

Physical Security

Physical security encompasses any method to physically secure the assets from loss. Assets not being used should be kept in a locked drawer or safe until they are needed.

Controls are in place to ensure the staff uses lockable drawers and a safe to secure the collections in the office until deposited.

Minimizing Exposure to Loss

Daily depositing is one of the best methods of minimizing exposure of collections to loss as well as providing the county with maximum benefit of collections. The County Clerk's Office has a policy to deposit collections daily.

As part of the audit, the auditor conducted surprise cash counts at both office locations. All collections and change funds were accounted for at the time of the surprise cash counts. Cash collections were deposited daily by a Sheriff's Deputy during the audit period.

Compliance with Statutes, Policies and Procedures

As part of the audit, the auditor evaluated the adequacy and effectiveness of internal controls in responding to risks within the County Clerk's operations and governance regarding compliance with laws, regulations and contracts.

Misdemeanor Case Fees

The state and local fees assessed for misdemeanor cases were reviewed to verify they were in compliance with current statutes.

There were no material discrepancies for the fees assessed for this audit period.

Misdemeanor Case Dismissals

CCP §32.02 states "the attorney representing the state may, by permission of the court, dismiss a criminal action at any time upon filing a written statement with the papers in the case setting out his reasons for such dismissal, which shall be incorporated in the judgment of dismissal. No case shall be dismissed without the consent of the presiding judge."

All dismissed misdemeanor cases reviewed contained the "Motion and Order to Dismiss" document signed by the presiding judge.

Civil and Probate Case Fees

The state and local fees assessed for civil and probate cases were reviewed to verify they were in compliance with current statutes.

No discrepancies were detected for fees assessed on civil or probate cases during the audit period.

Marriage License Fees

There are two types of application fees the office collects for: regular marriage licenses and declaration of informal marriage licenses.

LGC §118.011 (7) states the amount of the Marriage License Fee is $60.00.

LGC §118.011 (8) states the amount of the Declaration of Informal Marriage License Fee is $25.00.

No discrepancies were identified in assessed marriage application fees during the audit period.

The County of Galveston
P.O. BOX 17253
JUSTICE CENTER
GALVESTON, TEXAS 77552-7253

DWIGHT D. SULLIVAN
COUNTY CLERK

August 17, 2016

Mr. Randall Rice, CPA
County Auditor
722Moody, 4th Floor
Galveston, Texas 77550

Re: Response to the FY 2016 County Clerk Fee Audit

Dear Mr. Rice,

Thank you for conducting this audit. Your staff was a pleasure to work with and presented an outstanding report. We thank your staff for taking the time to assist us. Thank you for ensuring the accountability of our office in financial matters.

Sincerely,

Dwight D. Sullivan
County Clerk

AGENDA ITEM #1.g.

GALVESTON COUNTY

Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Jeff Modzelewski CPA, First Assistant Accounting
Kristin Bulanek CIA, First Assistant Auditing

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5304** **722 Moody Ave 4th Floor, Galveston, TX 77550**

August 30, 2016

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court

Honorable Mark A. Henry and Members of the Court:

Attached for your consideration is the internal audit report of the inventory of fixed assets of the Road and Bridge Department. Also attached is the response letter from Road Administrator Lee Crowder.

Sincerely,

by Kristi Bulanek

Randall Rice CPA
County Auditor

cc: Lee Crowder

Attachment: Road and Bridge Inventory of Fixed Assets Audit Report
Response Letter, Lee Crowder, Road Administrator

GALVESTON COUNTY

Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Jeff Modzelewski CPA, First Assistant Accounting
Kristin Bulanek CIA, First Assistant Auditing

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5304** **722 Moody Ave 4th Floor, Galveston, TX 77550**

August 15, 2016

To: Lee Crowder
Road Administrator

From: Lauren Ramsey
Compliance and Procedures Analyst

Re: Road and Bridge Department, Inventory of Fixed Assets

An inventory of fixed assets of the Road and Bridge Department was conducted from July 27 - 29, 2016. The objective of the inventory was to provide reasonable assurance that Galveston County fixed assets assigned to the Road and Bridge Department have been accounted for at the time of the inventory and the information in ONESolution is complete and accurate. All fixed assets were accounted for during the inventory.

Fixed Asset Identification (FAID)

The Purchasing Agent Policies & Procedures Manual (May 11, 2010) requires the Fixed Asset Property Manager (FAPM) to properly tag and document receipt of each fixed asset. The FAPM assigns a unique FAID number to each fixed asset. The FAID is recorded in ONESolution and a decal reflecting the number is affixed to the vehicle or piece of equipment.

Finding: Several fixed assets were missing the Fixed Asset Identification (FAID) decal.

Recommendation RB-16-01: The department should notify the Purchasing Department to replace all missing or unreadable FAID decals.

Semi-Annual Fixed Asset Inventory

The Purchasing Agent Policies & Procedures Manual (May 11, 2010) 11.4(c) states, "Form FA-04, Verification of Asset Custody Report by Department, is distributed semi-annually to all departments. It includes all inventoried fixed assets charged to the protective custody of each department. The department's asset custodian shall examine the form for accuracy, execute it and return it to the Fixed Asset Property Manager."

The Road and Bridge Department performed an inventory of fixed assets June 2016. The Asset Custody Verification Form, dated June 14, 2016, was submitted to the Fixed Asset Property Manager.

GALVESTON COUNTY

Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Jeff Modzelewski CPA, First Assistant Accounting
Kristin Bulanek CIA, First Assistant Auditing

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5304** **722 Moody Ave 4th Floor, Galveston, TX 77550**

Finding: There are multiple fixed assets in ONESolution that do not have a serial number or have an incorrect serial number listed.

Finding: There are fixed assets that do not have a unit number affixed to the asset.

Finding: ONESolution FAID 1563 has a FAID decal of 09387 affixed to the asset.

Finding: There are fixed assets that are at a location different than what is listed in ONESolution.

Finding: There are multiple fixed assets that do not have a license plate number recorded in ONESolution.

Finding: FAID 32129, Vermeer Brush Chipper, does not have a unit number listed in ONESolution and has an incorrect year recorded.

Recommendation RB-16-02: When performing the semi-annual inventory of fixed assets, the department should document any missing or incorrect information from ONESolution and notify the Purchasing Department of the corrections needed.

We wish to thank Lee Crowder and his staff for their cooperation and assistance.

cc: Randall Rice CPA, County Auditor
Kristin Bulanek CIA, First Assistant Auditing
Rufus Crowder CPPO, CPPB, Purchasing Agent

The County of Galveston

Road and Bridge Department
Seawall Maintenance Department
Bolivar Peninsula Beach Maintenance

Lee Crowder, Road and Bridge Director Office 281-534-5152

Date: August 22, 2016

To: Randall Rice CPA, County Auditor

From: Lee Crowder, Director of Road & Bridge L.C.

CC: Lauren Ramsey, Kristin Bulanek CIA, Rufus Crowder CPPO CPPB

Re: **Response to FY2016 Inventory of Fixed Assets**

The following is a corrective action plan addressing each finding included in the FY16 Road and Bridge Inventory of Fixed Assets.

Fixed Asset Identification (FAID)

The Road and Bridge Department has request replacement FAID decals, in duplicate, from the FAPM (Fixed Asset Property Manager). The Road and Bridge will coordinate the creation of a new policy with the Fleet Department and the FAPM to affix the decals in a corresponding weather proof location (i.e. engine compartment) and a readily visible location (enclosed cab or operators station).

Semi-Annual Fixed Asset Inventory

The Road and Bridge Department has provided the FAPM with corrected serial numbers for ONESolution. A majority of the inconstancies found were engine serial numbers recorded in lieu of equipment serial numbers. After the Auditor's inspection some of the serial number were confirmed; fuel tank FAID 30077 was confirmed to be welded on to the tank.

The County of Galveston

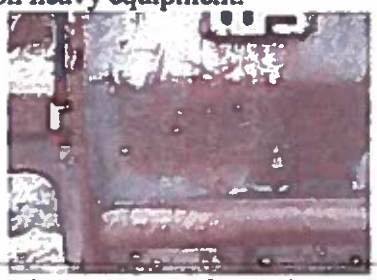
Road and Bridge Department
Seawall Maintenance Department
Bolivar Peninsula Beach Maintenance

Lee Crowder, Road and Bridge Director **Office 281-534-5152**

Serial number for unit 5109 was located in the engine compartment.

Serial number for unit 705 was located in the engine compartment.

The Road and Bridge Department will produced and replace missing vinyl unit numbers on heavy equipment.



Unit number was located on unit 5913 Rake.

ONESolution unit with FAID 1563 has a missing FAID decal. The replacement FAID decals have been requested from the FAPM.

The Road and Bridge Department has request the FAPM to update the locations of the department's equipment in ONESolution.

The Road and Bridge Department has provided the FAPM with a current list of license plates to update in ONESolution.

The Road and Bridge Department has provided the FAPM with assigned unit number for FAID 32129 and requested the correction of the model year in ONESolution.

I would like to thank the Galveston County Auditor Office; I appreciate the diligence and professionalism from both representatives, Lauren Ramsey and Lori McWhirter.

AGENDA ITEM #2.

Check Register

KEVIN C. WALSH, CPA

Account ID: 160 - County Clerk
Batch ID: 5173
User ID: COOPER_C

Payee Name	Check Number	Check Date	Printed Date	Printed Time	Check Amount
Thomas W. McQuage	21556	08/19/2016	08/19/2016	08:45:57	40.00
Karen Guynes Merryman	21557	08/19/2016	08/19/2016	08:46:25	6.00

Number of Checks: 2 **Batch ID:** 5173 **$46.00**

Total of Checks: 2 **Account ID:** 160 **$46.00**

Account ID: 161 - District Clerk
Batch ID: 5173
User ID: COOPER_C

Payee Name	Check Number	Check Date	Printed Date	Printed Time	Check Amount
Carmen Blas Nevarez Barbalena	1624	08/19/2016	08/19/2016	08:45:50	10.00
JULIE COOK DUFFEY	1625	08/19/2016	08/19/2016	08:45:58	29.00
TRAVIS COUNTY CONSTABLE PCT 5	1626	08/19/2016	08/19/2016	08:46:11	75.00
Brazoria County Sheriff's Department	1627	08/19/2016	08/19/2016	08:46:11	75.00
HARRIS COUNTY CONSTABLE PCT 4	1628	08/19/2016	08/19/2016	08:46:12	75.00
DALLAS COUNTY CONSTABLE PRECINCT	1629	08/19/2016	08/19/2016	08:46:13	80.00
FORT BEND COUNTY CONSTABLE PRECII	1630	08/19/2016	08/19/2016	08:46:13	80.00
MONTGOMERY COUNTY CONSTABLE PRE	1631	08/19/2016	08/19/2016	08:46:14	150.00
WALLER COUNTY SHERIFF	1632	08/19/2016	08/19/2016	08:46:15	150.00
WILLIAMSON COUNTY CONSTABLE PREC	1633	08/19/2016	08/19/2016	08:46:15	70.00

Number of Checks: 10 **Batch ID:** 5173 **$794.00**

Total of Checks: 10 **Account ID:** 161 **$794.00**

Account ID: 168 - Court Collections
Batch ID: 5173
User ID: COOPER_C

Payee Name	Check Number	Check Date	Printed Date	Printed Time	Check Amount
Sterling Jewlers/Sterling, INC	301463	08/19/2016	08/19/2016	08:45:29	80.44
coastal community fed. credit union	301464	08/19/2016	08/19/2016	08:45:30	50.00
Stephanie McCaskill	301465	08/19/2016	08/19/2016	08:45:30	200.00

Printed Date: **Friday, August 19, 2016**
Printed Time: **8:47:48AM**

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00021556**
Check Date: **08/19/2016**

Case Number	Reference	Description	Amount
PR-0073916-B	1155579	George Wood V. Marti Kennedy, Individually and As Independent	40.00
		Check Total:	40.00

Thomas W. McQuage
P. O. Box 16894
Galveston TX 77552-6894

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00021556
08/19/2016

* * * * * * * * $40 00 CTS CTS
FOUR ZERO

PAY: **FORTY AND 00/100**

$40.00

TO THE ORDER OF:
Thomas W. McQuage
P. O. Box 16894
Galveston TX 77552-6894

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Thomas W. McQuage
P. O. Box 16894
Galveston TX 77552-6894

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00021557
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
MD-0357481	1239361	State of Texas vs. Karen Guynes Merryman	6.00
		Check Total:	6.00

Karen Guynes Merryman
2809 11TH STREET N
TEXAS CITY TX 77590

Comments:

88-2265/1131-59

OD00021557
08/19/2016

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

* * * * * * * * * * $6 00 SIX CTS CTS

PAY: SIX AND 00/100

TO THE ORDER OF:
Karen Guynes Merryman
2809 11TH STREET N
TEXAS CITY TX 77590

$6.00

VOID

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Karen Guynes Merryman
2809 11TH STREET N
TEXAS CITY TX 77590

AGENDA ITEM #3.

Check Register

KEVIN C. WALSH, CPA

Account ID: 160 - County Clerk
Batch ID: 5173
User ID: COOPER_C

Payee Name	Check Number	Check Date	Printed Date	Printed Time	Check Amount
Thomas W. McQuage	21556	08/19/2016	08/19/2016	08:45:57	40.00
Karen Guynes Merryman	21557	08/19/2016	08/19/2016	08:46:25	6.00

Number of Checks: 2 **Batch ID:** 5173 **$46.00**

Total of Checks: 2 **Account ID:** 160 **$46.00**

Account ID: 161 - District Clerk
Batch ID: 5173
User ID: COOPER_C

Payee Name	Check Number	Check Date	Printed Date	Printed Time	Check Amount
Carmen Blas Nevarez Barbalena	1624	08/19/2016	08/19/2016	08:45:50	10.00
JULIE COOK DUFFEY	1625	08/19/2016	08/19/2016	08:45:58	29.00
TRAVIS COUNTY CONSTABLE PCT 5	1626	08/19/2016	08/19/2016	08:46:11	75.00
Brazoria County Sheriff's Department	1627	08/19/2016	08/19/2016	08:46:11	75.00
HARRIS COUNTY CONSTABLE PCT 4	1628	08/19/2016	08/19/2016	08:46:12	75.00
DALLAS COUNTY CONSTABLE PRECINCT	1629	08/19/2016	08/19/2016	08:46:13	80.00
FORT BEND COUNTY CONSTABLE PRECII	1630	08/19/2016	08/19/2016	08:46:13	80.00
MONTGOMERY COUNTY CONSTABLE PRE	1631	08/19/2016	08/19/2016	08:46:14	150.00
WALLER COUNTY SHERIFF	1632	08/19/2016	08/19/2016	08:46:15	150.00
WILLIAMSON COUNTY CONSTABLE PREC	1633	08/19/2016	08/19/2016	08:46:15	70.00

Number of Checks: 10 **Batch ID:** 5173 **$794.00**

Total of Checks: 10 **Account ID:** 161 **$794.00**

Account ID: 168 - Court Collections
Batch ID: 5173
User ID: COOPER_C

Payee Name	Check Number	Check Date	Printed Date	Printed Time	Check Amount
Sterling Jewlers/Sterling, INC	301463	08/19/2016	08/19/2016	08:45:29	80.44
coastal community fed. credit union	301464	08/19/2016	08/19/2016	08:45:30	50.00
Stephanie McCaskill	301465	08/19/2016	08/19/2016	08:45:30	200.00

Printed Date: **Friday, August 19, 2016**
Printed Time: **8:47:48AM**

Check Register

KEVIN C. WALSH, CPA

Account ID: 168 - Court Collections
Batch ID: 5173
User ID: COOPER_C

Payee Name	Check Number	Check Date	Printed Date	Printed Time	Check Amount
Mainland Cycle	301466	08/19/2016	08/19/2016	08:45:31	468.00
TX Dept. Of Public Of Safety	301467	08/19/2016	08/19/2016	08:45:32	10.00
Texas Department of Public Safety Restitutior	301468	08/19/2016	08/19/2016	08:45:32	60.00
Womens Crisis Center	301469	08/19/2016	08/19/2016	08:45:33	35.00
IBC	301470	08/19/2016	08/19/2016	08:45:34	110.00
Edith Lopez	301471	08/19/2016	08/19/2016	08:45:35	130.00
THE RAINBOW CONNECTION	301472	08/19/2016	08/19/2016	08:45:35	200.00
FAMILY DOLLAR STORE	301473	08/19/2016	08/19/2016	08:45:36	100.00
JAMES MADOLE	301474	08/19/2016	08/19/2016	08:45:37	80.00
TX Dept. Of Public Of Safety	301475	08/19/2016	08/19/2016	08:45:37	40.00
Kristen Beauchamp Barton	301476	08/19/2016	08/19/2016	08:45:38	145.25
Maria Ybanez	301477	08/19/2016	08/19/2016	08:45:39	70.00
Texas Parks and Wildlife Foundation	301478	08/19/2016	08/19/2016	08:45:39	500.00
Texas Parks and Wildlife Foundation	301479	08/19/2016	08/19/2016	08:45:40	500.00
ANDY LUONG	301480	08/19/2016	08/19/2016	08:45:41	200.00
AMOCO FEDERAL CREDIT UNION	301481	08/19/2016	08/19/2016	08:45:42	17.24
richard lopez	301482	08/19/2016	08/19/2016	08:45:42	30.00
CITY OF TEXAS CITY	301483	08/19/2016	08/19/2016	08:45:43	70.00
Jeffrey Daniel Williams	301484	08/19/2016	08/19/2016	08:45:44	68.00
JAMES MADOLE	301485	08/19/2016	08/19/2016	08:45:44	100.00
The Home Depot #1853 David Brogan Asset I	301486	08/19/2016	08/19/2016	08:45:45	104.81
TX Dept. Of Public Of Safety	301487	08/19/2016	08/19/2016	08:45:46	30.00
PENINSULA EMERGENCY MEDICAL SERV	301488	08/19/2016	08/19/2016	08:45:47	33.00
MAIN LANE INDUSTRIES	301489	08/19/2016	08/19/2016	08:45:47	267.00
WALMART	301490	08/19/2016	08/19/2016	08:45:48	240.00
TX Dept. Of Public Of Safety	301491	08/19/2016	08/19/2016	08:45:49	35.00
City of Texas City PD	301492	08/19/2016	08/19/2016	08:45:50	20.00
Sterling Jewlers/Sterling, INC	301493	08/19/2016	08/19/2016	08:45:51	80.44
SPRINGLEAF FINANCIAL SERVICES	301494	08/19/2016	08/19/2016	08:45:52	700.00
Danny Lymuel	301495	08/19/2016	08/19/2016	08:45:52	20.00
MAIN LANE INDUSTRIES	301496	08/19/2016	08/19/2016	08:45:53	3,293.04
PENINSULA EMERGENCY MEDICAL SERV	301497	08/19/2016	08/19/2016	08:45:53	406.96

Printed Date: **Friday, August 19, 2016**
Printed Time: **8:47:48AM**

Check Register

KEVIN C. WALSH, CPA

Account ID: 168 – Court Collections
Batch ID: 5173
User ID: COOPER_C

Payee Name	Check Number	Check Date	Printed Date	Printed Time	Check Amount
Texas Department of Public Safety Restitutior	301498	08/19/2016	08/19/2016	08:45:54	60.00
UTMB	301499	08/19/2016	08/19/2016	08:45:55	43.00
WALMART	301500	08/19/2016	08/19/2016	08:45:55	280.00
WALMART	301501	08/19/2016	08/19/2016	08:45:56	87.07
WALMART	301502	08/19/2016	08/19/2016	08:45:57	22.93
EDWARD KNOTT	301503	08/19/2016	08/19/2016	08:45:59	200.00
Bruce William Dannecker	301504	08/19/2016	08/19/2016	08:45:59	210.00
TX Dept. Of Public Of Safety	301505	08/19/2016	08/19/2016	08:46:00	50.00
TX Dept. Of Public Of Safety	301506	08/19/2016	08/19/2016	08:46:00	5.00
Malin Ship Repair	301507	08/19/2016	08/19/2016	08:46:01	125.00
Galveston Housing Authority	301508	08/19/2016	08/19/2016	08:46:02	200.00
Womens Crisis Center	301509	08/19/2016	08/19/2016	08:46:02	100.00
Mark William Flynn	301510	08/19/2016	08/19/2016	08:46:03	300.00
JAKE BARTON	301511	08/19/2016	08/19/2016	08:46:03	15.82
Gracie Larue	301512	08/19/2016	08/19/2016	08:46:04	16.00
JAMES BYRON EVANS	301513	08/19/2016	08/19/2016	08:46:05	41.00
Texas Department of Safety Restitution Accoı	301514	08/19/2016	08/19/2016	08:46:06	16.07
OSCAR GARCIA	301515	08/19/2016	08/19/2016	08:46:06	133.93
Texas Department of Public Safety Restitutior	301516	08/19/2016	08/19/2016	08:46:07	50.00
RESONDA KAY VICKERY	301517	08/19/2016	08/19/2016	08:46:08	100.00
SAMUEL SAKIMA PENTER	301518	08/19/2016	08/19/2016	08:46:08	25.00
TX Dept. Of Public Of Safety	301519	08/19/2016	08/19/2016	08:46:09	65.00
NATE JOHNSON	301520	08/19/2016	08/19/2016	08:46:10	58.93
JOHN BRIDGEWATER	301521	08/19/2016	08/19/2016	08:46:16	102.00
UTMB - JOHN SEALY ANNEX #9	301522	08/19/2016	08/19/2016	08:46:16	300.00
TX Dept. Of Public Of Safety	301523	08/19/2016	08/19/2016	08:46:17	25.00
ROBERT KINGSBURY	301524	08/19/2016	08/19/2016	08:46:18	110.00
J C Penny's	301525	08/19/2016	08/19/2016	08:46:18	75.00
Women's Crisis Center	301526	08/19/2016	08/19/2016	08:46:19	55.00
Home Depot	301527	08/19/2016	08/19/2016	08:46:20	111.00
TX Dept. Of Public Of Safety	301528	08/19/2016	08/19/2016	08:46:20	10.00
Health & Human Services Comission, Arts Bu	301529	08/19/2016	08/19/2016	08:46:21	210.00

Printed Date: **Friday, August 19, 2016**
Printed Time: **8:47:48AM**

Check Register

KEVIN C. WALSH, CPA

Account ID: 168 – Court Collections
Batch ID: 5173
User ID: COOPER_C

Payee Name	Check Number	Check Date	Printed Date	Printed Time	Check Amount
DPS Restitution Accounting	301530	08/19/2016	08/19/2016	08:46:21	60.00
Galveston Independent School District	301531	08/19/2016	08/19/2016	08:46:22	190.00
TX Dept. Of Public Of Safety	301532	08/19/2016	08/19/2016	08:46:23	35.00
BELINDA ROGERS	301533	08/19/2016	08/19/2016	08:46:23	100.00
Texas Department of Public Safety Restitutior	301534	08/19/2016	08/19/2016	08:46:24	50.00
TX Dept. Of Public Of Safety	301535	08/19/2016	08/19/2016	08:46:25	7.76
TX Dept. Of Public Of Safety	301536	08/19/2016	08/19/2016	08:46:26	30.00

Number of Checks:	74	**Batch ID:**	5173	**$12,169.69**
Total of Checks:	74	**Account ID:**	168	**$12,169.69**
Grand Total:	86			**$13,009.69**

Printed Date: **Friday, August 19, 2016**
Printed Time: **8:47:48AM**

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001624**
Check Date: **08/19/2016**

Case Number	Reference	Description	Amount
13-CR-3407	1172579	State of Texas vs. Carmen Blas Nevarez Barbalena	10.00
		Check Total:	10.00

Carmen Blas Nevarez Barbalena
2913 17TH AVE N
TEXAS CITY TX 77590

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001624
08/19/2016

* * * * * * * * $10 00 CTS CTS
ONE ZERO

PAY: **TEN AND 00/100**

$10.00

TO THE ORDER OF:

Carmen Blas Nevarez Barbalena
2913 17TH AVE N
TEXAS CITY TX 77590

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Carmen Blas Nevarez Barbalena
2913 17TH AVE N
TEXAS CITY TX 77590

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001625**
Check Date: **08/19/2016**

Case Number	Reference	Description	Amount
13-CR-0957	1145198	State of Texas vs. JULIE COOK DUFFEY	29.00
		Check Total:	29.00

JULIE COOK DUFFEY
260 EL DORADO BLVD
APT 2105
WEBSTER TX 77598

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001625
08/19/2016

* * * * * * * * $29 00 CTS CTS
TWO NINE

PAY: **TWENTY-NINE AND 00/100**

$29.00

TO THE ORDER OF:
JULIE COOK DUFFEY
260 EL DORADO BLVD
APT 2105
WEBSTER TX 77598

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

JULIE COOK DUFFEY
260 EL DORADO BLVD
APT 2105
WEBSTER TX 77598

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001626**
Check Date: **08/19/2016**

Case Number	Reference	Description	Amount
15-TX-0489	1231763	Galveston County, et al vs. Andre T. Tidwell, et al	75.00
		Check Total:	75.00

TRAVIS COUNTY CONSTABLE PCT 5
P O BOX 1748
AUSTIN, TX 78767

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001626
08/19/2016

* * * * * * * * $75 00 CTS CTS
SEVEN FIVE

PAY: **SEVENTY-FIVE AND 00/100**

$75.00

TO THE ORDER OF:
TRAVIS COUNTY CONSTABLE PCT 5
P O BOX 1748
AUSTIN, TX 78767

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

TRAVIS COUNTY CONSTABLE PCT 5
P O BOX 1748
AUSTIN, TX 78767

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001627**
Check Date: **08/19/2016**

Case Number	Reference	Description	Amount
12-TX-0156	336715	Galveston County, et al vs. Juanita Hall, et al	75.00
		Check Total:	75.00

Brazoria County Sheriff's Department
3602 County Road 45
Angleton, TX 77515

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001627
08/19/2016

* * * * * * * * $75 00 CTS CTS SEVEN FIVE

PAY: **SEVENTY-FIVE AND 00/100**

$75.00

TO THE ORDER OF:
Brazoria County Sheriff's Department
3602 County Road 45
Angleton, TX 77515

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Brazoria County Sheriff's Department
3602 County Road 45
Angleton, TX 77515

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001628**
Check Date: **08/19/2016**

Case Number	Reference	Description	Amount
12-TX-0156	336715	Galveston County, et al vs. Juanita Hall, et al	75.00
		Check Total:	75.00

HARRIS COUNTY CONSTABLE PCT 4
6831 CYPRESSWOOD
SPRING, TX 77379

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001628
08/19/2016

* * * * * * * * $75 00 CTS CTS
SEVEN FIVE

PAY: **SEVENTY-FIVE AND 00/100**

$75.00

TO THE ORDER OF:
HARRIS COUNTY CONSTABLE PCT 4
6831 CYPRESSWOOD
SPRING, TX 77379

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

HARRIS COUNTY CONSTABLE PCT 4
6831 CYPRESSWOOD
SPRING, TX 77379

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001629**
Check Date: **08/19/2016**

Case Number	Reference	Description	Amount
15-TX-0473	1231252	Galveston County, et al vs. Matilda Janse Van Rensburg, et al	80.00
		Check Total:	80.00

DALLAS COUNTY CONSTABLE PRECINCT 5
410 S BECKLEY AVE
DALLAS, TX 75203-2679

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001629
08/19/2016

* * * * * * * * $80 00 EIGHT ZERO CTS CTS

PAY: **EIGHTY AND 00/100**

$80.00

TO THE ORDER OF:
DALLAS COUNTY CONSTABLE PRECINCT 5
410 S BECKLEY AVE
DALLAS, TX 75203-2679

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

DALLAS COUNTY CONSTABLE PRECINCT 5
410 S BECKLEY AVE
DALLAS, TX 75203-2679

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001630**
Check Date: **08/19/2016**

Case Number	Reference	Description	Amount
15-TX-0883	1249929	Galveston County, et al vs. S & S Bay Rentals, LLC	80.00
		Check Total:	80.00

FORT BEND COUNTY CONSTABLE PRECINCT 1
1517 EUGENE HEIMANN CIR
RICHMOND, TX 77469

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001630
08/19/2016

* * * * * * * * $80 00 CTS CTS
EIGHT ZERO

PAY: **EIGHTY AND 00/100**

$80.00

TO THE ORDER OF:
FORT BEND COUNTY CONSTABLE PRECINCT 1
1517 EUGENE HEIMANN CIR
RICHMOND, TX 77469

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

FORT BEND COUNTY CONSTABLE PRECINCT 1
1517 EUGENE HEIMANN CIR
RICHMOND, TX 77469

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001631**
Check Date: **08/19/2016**

Case Number	Reference	Description	Amount
15-TX-0637	1241448	Galveston County, et al vs. 3712 Tidewater, LLC	150.00
		Check Total:	150.00

MONTGOMERY COUNTY CONSTABLE PRECICNT 1
300 S DANVILLE
WILLIS, TX 77378

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001631
08/19/2016

* * * * * * * $150 00 CTS CTS
ONE FIVE ZERO

PAY: **ONE HUNDRED FIFTY AND 00/100**

$150.00

TO THE ORDER OF:
MONTGOMERY COUNTY CONSTABLE PRECICNT 1
300 S DANVILLE
WILLIS, TX 77378

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

MONTGOMERY COUNTY CONSTABLE PRECICNT 1
300 S DANVILLE
WILLIS, TX 77378

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001632**
Check Date: **08/19/2016**

Case Number	Reference	Description	Amount
12-TX-0156	336715	Galveston County, et al vs. Juanita Hall, et al	150.00
		Check Total:	150.00

WALLER COUNTY SHERIFF
701 CALVIT ST
HEMPSTEAD, TX 77445

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001632
08/19/2016

* * * * * * * $150 00 CTS CTS
ONE FIVE ZERO

PAY: **ONE HUNDRED FIFTY AND 00/100**

$150.00

TO THE ORDER OF:
WALLER COUNTY SHERIFF
701 CALVIT ST
HEMPSTEAD, TX 77445

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

WALLER COUNTY SHERIFF
701 CALVIT ST
HEMPSTEAD, TX 77445

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001633**
Check Date: **08/19/2016**

Case Number	Reference	Description	Amount
15-TX-0468	1231153	Galveston County, et al vs. Richard Lopez	70.00
		Check Total:	70.00

WILLIAMSON COUNTY CONSTABLE PRECINCT 4
412 VANCE ST
STE 3
TAYLOR, TX 76574

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001633
08/19/2016

* * * * * * * * $70 00 SEVEN ZERO CTS CTS

PAY: **SEVENTY AND 00/100**

$70.00

TO THE ORDER OF:
WILLIAMSON COUNTY CONSTABLE PRECINCT 4
412 VANCE ST
STE 3
TAYLOR, TX 76574

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

WILLIAMSON COUNTY CONSTABLE PRECINCT 4
412 VANCE ST
STE 3
TAYLOR, TX 76574

AGENDA ITEM #4.

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301463
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-0280	1219244	State of Texas vs. BRANDON RAYE DIXON	80.44
		Check Total:	80.44

Sterling Jewlers/Sterling, INC
Transportation Dept. Case#1400438
375 Ghent Rd.
Akron OH 44333

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301463
08/19/2016

* * * * * * * * $80 44 CTS CTS
EIGHT ZERO

PAY: EIGHTY AND 44/100

$80.44

TO THE ORDER OF:
Sterling Jewlers/Sterling, INC
Transportation Dept. Case#1400438
375 Ghent Rd.
Akron OH 44333

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Sterling Jewlers/Sterling, INC
Transportation Dept. Case#1400438
375 Ghent Rd.
Akron OH 44333

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301464
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
12-CR-2082	1116214	State of Texas vs. TERRY LYNN REYES	50.00
		Check Total:	50.00

coastal community fed. credit union
2302 church ST
Galveston TX 77550

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301464
08/19/2016

* * * * * * * * $50 00 FIVE ZERO CTS CTS

PAY: FIFTY AND 00/100

$50.00

TO THE ORDER OF:
coastal community fed. credit union
2302 church ST
Galveston TX 77550

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

coastal community fed. credit union
2302 church ST
Galveston TX 77550

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301465
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
13-CR-3346	1172029	State of Texas vs. Alicia Gail McCaskill	200.00
		Check Total:	200.00

Stephanie McCaskill
2608 S. Crockett
La Marque TX 77568

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301465
08/19/2016

* * * * * * * $200 00 CTS CTS
TWO ZERO ZERO

PAY: **TWO HUNDRED AND 00/100**

$200.00

TO THE ORDER OF:
Stephanie McCaskill
2608 S. Crockett
La Marque TX 77568

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Stephanie McCaskill
2608 S. Crockett
La Marque TX 77568

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301466
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-0441	1221147	State of Texas vs. BRENDA LEAIN GIBSON	468.00
		Check Total:	468.00

Mainland Cycle
4009 Fleming Street
La Marque TX 77568

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301466
08/19/2016

* * * * * * * $468 00
FOUR SIX EIGHT CTS CTS

PAY: FOUR HUNDRED SIXTY-EIGHT AND 00/100

$468.00

TO THE ORDER OF:
Mainland Cycle
4009 Fleming Street
La Marque TX 77568

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Mainland Cycle
4009 Fleming Street
La Marque TX 77568

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301467
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
14-CR-1426	1189381	State of Texas vs. Tranquilino Rodriguez	10.00
		Check Total:	10.00

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301467
08/19/2016

* * * * * * * * $10 00
ONE ZERO CTS CTS

PAY: TEN AND 00/100

$10.00

TO THE ORDER OF:
TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301468
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
14-CR-2706	1203041	State of Texas vs. Juan Hugo Zarate	60.00
		Check Total:	60.00

Texas Department of Public Safety Restitution Acc
4087 P.O. Box
Austin TX 78773-0130

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301468
08/19/2016

* * * * * * * * $60 00 CTS CTS
SIX ZERO

PAY: **SIXTY AND 00/100**

TO THE ORDER OF:

$60.00

Texas Department of Public Safety Restitution Acc
4087 P.O. Box
Austin TX 78773-0130

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Texas Department of Public Safety Restitution Acc
4087 P.O. Box
Austin TX 78773-0130

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301469
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
MD-0360637	1255043	State of Texas vs. STUART RACE DESADIER	35.00
		Check Total:	35.00

Womens Crisis Center
P.O Box 1545
Galveston TX 77553

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301469
08/19/2016

* * * * * * * * $35 00 THREE FIVE CTS CTS

PAY: THIRTY-FIVE AND 00/100

$35.00

TO THE ORDER OF:
Womens Crisis Center
P.O Box 1545
Galveston TX 77553

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Womens Crisis Center
P.O Box 1545
Galveston TX 77553

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301470
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-0202	1218367	State of Texas vs. RALPH LUCAS MONTES	110.00
		Check Total:	110.00

IBC
RENITA DUBOIS
5615 KIRBY DR.
Houston TX 77005

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301470
08/19/2016

* * * * * * * $110 00 CTS CTS
ONE ONE ZERO

PAY: ONE HUNDRED TEN AND 00/100

$110.00

TO THE ORDER OF:
IBC
RENITA DUBOIS
5615 KIRBY DR.
Houston TX 77005

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

IBC
RENITA DUBOIS
5615 KIRBY DR.
Houston TX 77005

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301471
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
13-CR-0284	1136732	State of Texas vs. JENNIFER STRANGE ELLIS	130.00
		Check Total:	130.00

Edith Lopez
10015 Victoria Park Ln.
Houston TX 77075

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301471
08/19/2016

* * * * * * * $130 00 ONE THREE ZERO CTS CTS

PAY: ONE HUNDRED THIRTY AND 00/100

$130.00

TO THE ORDER OF:
Edith Lopez
10015 Victoria Park Ln.
Houston TX 77075

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Edith Lopez
10015 Victoria Park Ln.
Houston TX 77075

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301472
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
11-CR-3174	724396	The State of Texas vs. Lauren M Howell	200.00
		Check Total:	200.00

THE RAINBOW CONNECTION
P.O. BOX 17176
GALVESTON TX 77552

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301472
08/19/2016

* * * * * * * $200 00 TWO ZERO ZERO CTS CTS

PAY: TWO HUNDRED AND 00/100

$200.00

TO THE ORDER OF:
THE RAINBOW CONNECTION
P.O. BOX 17176
GALVESTON TX 77552

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

THE RAINBOW CONNECTION
P.O. BOX 17176
GALVESTON TX 77552

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301473
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-2619	1246891	State of Texas vs. Justin Toby Kilman	100.00
		Check Total:	100.00

FAMILY DOLLAR STORE
LANISSA LOVE
625 9TH AVE. NORTH
Texas City TX 77590

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301473
08/19/2016

* * * * * * * $100 00
ONE ZERO ZERO CTS CTS

PAY: ONE HUNDRED AND 00/100

$100.00

TO THE ORDER OF:
FAMILY DOLLAR STORE
LANISSA LOVE
625 9TH AVE. NORTH
Texas City TX 77590

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

FAMILY DOLLAR STORE
LANISSA LOVE
625 9TH AVE. NORTH
Texas City TX 77590

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301474
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-0137	1217380	State of Texas vs. Edward Jaramillo, Jr.	80.00
		Check Total:	80.00

JAMES MADOLE
1510 PALO DURO CANYON
League City TX 77574

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301474
08/19/2016

* * * * * * * * $80 00 CTS CTS
EIGHT ZERO

PAY: EIGHTY AND 00/100

$80.00

TO THE ORDER OF:
JAMES MADOLE
1510 PALO DURO CANYON
League City TX 77574

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

JAMES MADOLE
1510 PALO DURO CANYON
League City TX 77574

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301475
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
14-CR-3088	1207432	State of Texas vs. John Otto Zamisz	40.00
		Check Total:	40.00

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301475
08/19/2016

* * * * * * * * $40 00 CTS CTS
FOUR ZERO

PAY: FORTY AND 00/100

$40.00

TO THE ORDER OF:
TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301476
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
12-CR-0772	725689	State of Texas vs. Matthew Jonathan Krupar	145.25
		Check Total:	145.25

Kristen Beauchamp Barton
403 Trail Bend Ct
Friendswood TX 77546

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301476
08/19/2016

* * * * * * * $145 25
ONE FOUR FIVE CTS CTS

PAY: ONE HUNDRED FORTY-FIVE AND 25/100

$145.25

TO THE ORDER OF:
Kristen Beauchamp Barton
403 Trail Bend Ct
Friendswood TX 77546

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Kristen Beauchamp Barton
403 Trail Bend Ct
Friendswood TX 77546

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301477
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
MD-0362350	1263972	State of Texas vs. CHRISTOPHER LEE FAISON	70.00
		Check Total:	70.00

Maria Ybanez
1210 15th Ave North
Texas City TX 77590

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301477
08/19/2016

* * * * * * * * $70 00
SEVEN ZERO CTS CTS

PAY: SEVENTY AND 00/100

TO THE ORDER OF:
Maria Ybanez
1210 15th Ave North
Texas City TX 77590

$70.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Maria Ybanez
1210 15th Ave North
Texas City TX 77590

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301478
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
MD-0364392	1275502	State of Texas vs. RUBELIO . MENDEZ-LOPEZ	500.00
		Check Total:	500.00

Texas Parks and Wildlife Foundation
2914 Swiss Avenue
Dallas TX 75204

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301478
08/19/2016

* * * * * * * $500 00
FIVE ZERO ZERO CTS CTS

PAY: FIVE HUNDRED AND 00/100

$500.00

TO THE ORDER OF:
Texas Parks and Wildlife Foundation
2914 Swiss Avenue
Dallas TX 75204

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Texas Parks and Wildlife Foundation
2914 Swiss Avenue
Dallas TX 75204

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301479
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
MD-0364391	1275500	State of Texas vs. ISAIAS . REYES DELEON	500.00
		Check Total:	500.00

Texas Parks and Wildlife Foundation
2914 Swiss Avenue
Dallas TX 75204

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2285/1131-59

OD00301479
08/19/2016

* * * * * * * $500 00
FIVE ZERO ZERO CTS CTS

PAY: FIVE HUNDRED AND 00/100

$500.00

TO THE ORDER OF:
Texas Parks and Wildlife Foundation
2914 Swiss Avenue
Dallas TX 75204

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Texas Parks and Wildlife Foundation
2914 Swiss Avenue
Dallas TX 75204

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301480
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-1028	1228315	State of Texas vs. Cecilia Cassandra Hamilton	200.00
		Check Total:	200.00

ANDY LUONG
C/O NEW M & M FOODS
7801 TX -6
Hitchcock TX 77563

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301480
08/19/2016

* * * * * * * $200 00 CTS CTS
TWO ZERO ZERO

PAY: TWO HUNDRED AND 00/100

$200.00

TO THE ORDER OF:
ANDY LUONG
C/O NEW M & M FOODS
7801 TX -6
Hitchcock TX 77563

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

ANDY LUONG
C/O NEW M & M FOODS
7801 TX -6
Hitchcock TX 77563

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301481
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
14-CR-0526	1179398	State of Texas vs. JENNIFER YANCENE ADAMS	17.24
		Check Total:	17.24

AMOCO FEDERAL CREDIT UNION
ATT: BRIAN CAMPBELL
P.O. BOX 889
TEXAS CITY TX 77592

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301481
08/19/2016

* * * * * * * * $17 24
ONE SEVEN CTS CTS

PAY: SEVENTEEN AND 24/100

$17.24

TO THE ORDER OF:
AMOCO FEDERAL CREDIT UNION
ATT: BRIAN CAMPBELL
P.O. BOX 889
TEXAS CITY TX 77592

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

AMOCO FEDERAL CREDIT UNION
ATT: BRIAN CAMPBELL
P.O. BOX 889
TEXAS CITY TX 77592

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301482
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-1137	1229521	State of Texas vs. JOSE GUADALUPE REYES	30.00
		Check Total:	30.00

richard lopez
2509 4th ave north
Texas City TX 77590

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301482
08/19/2016

* * * * * * * * $30 00 CTS CTS
THREE ZERO

PAY: THIRTY AND 00/100

$30.00

TO THE ORDER OF:
richard lopez
2509 4th ave north
Texas City TX 77590

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

richard lopez
2509 4th ave north
Texas City TX 77590

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301483
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
12-CR-1832	1112901	State of Texas vs. Cory Demond Hosea	70.00
		Check Total:	70.00

CITY OF TEXAS CITY
1004 9TH AVE
Texas City TX 77590

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301483
08/19/2016

* * * * * * * * $70 00 CTS CTS
SEVEN ZERO

PAY: SEVENTY AND 00/100

$70.00

TO THE ORDER OF:
CITY OF TEXAS CITY
1004 9TH AVE
Texas City TX 77590

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

CITY OF TEXAS CITY
1004 9TH AVE
Texas City TX 77590

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301484
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
MD-0363844	1272255	State of Texas vs. WILLIE MAE PICKNEY	68.00
		Check Total:	68.00

Jeffrey Daniel Williams
622 3rd Avenue N. #16
Texas City TX 77590

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301484
08/19/2016

* * * * * * * * $68 00 CTS CTS
SIX EIGHT

PAY: **SIXTY-EIGHT AND 00/100**

$68.00

TO THE ORDER OF:
Jeffrey Daniel Williams
622 3rd Avenue N. #16
Texas City TX 77590

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Jeffrey Daniel Williams
622 3rd Avenue N. #16
Texas City TX 77590

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301485
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-0137	1217380	State of Texas vs. Edward Jaramillo, Jr.	100.00
		Check Total:	100.00

JAMES MADOLE
1510 PALO DURO CANYON
League City TX 77574

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301485
08/19/2016

* * * * * * * $100 00
ONE ZERO ZERO CTS CTS

PAY: ONE HUNDRED AND 00/100

$100.00

TO THE ORDER OF:
JAMES MADOLE
1510 PALO DURO CANYON
League City TX 77574

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

JAMES MADOLE
1510 PALO DURO CANYON
League City TX 77574

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301486
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
MD-0341446	1173865	State of Texas vs. NIKKI EVANS	104.81
		Check Total:	104.81

The Home Depot #1853 David Brogan Asset Protectio
3200 S Gulf FWY
League City TX 77539

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301486
08/19/2016

* * * * * * * $104 81
ONE ZERO FOUR CTS CTS

PAY: ONE HUNDRED FOUR AND 81/100

$104.81

TO THE ORDER OF:
The Home Depot #1853 David Brogan Asset Protectio
3200 S Gulf FWY
League City TX 77539

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

The Home Depot #1853 David Brogan Asset Protectio
3200 S Gulf FWY
League City TX 77539

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301487
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-0474	1221452	State of Texas vs. MATTHEW JEREMIAH HARLAN	30.00
		Check Total:	30.00

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301487
08/19/2016

* * * * * * * * $30 00 CTS CTS
THREE ZERO

PAY: THIRTY AND 00/100

$30.00

TO THE ORDER OF:
TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301488
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-2199	1241575	State of Texas vs. Manuel John Solis	33.00
		Check Total:	33.00

PENINSULA EMERGENCY MEDICAL SERVICES
930 NOBLE CARL DR.
Port Bolivar TX 77650

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301488
08/19/2016

* * * * * * * * $33 00 CTS CTS THREE THREE

PAY: THIRTY-THREE AND 00/100

$33.00

TO THE ORDER OF:
PENINSULA EMERGENCY MEDICAL SERVICES
930 NOBLE CARL DR.
Port Bolivar TX 77650

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

PENINSULA EMERGENCY MEDICAL SERVICES
930 NOBLE CARL DR.
Port Bolivar TX 77650

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301489
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-2199	1241575	State of Texas vs. Manuel John Solis	267.00
		Check Total:	267.00

MAIN LANE INDUSTRIES
6902 FLINTLOCK RD.
Houston TX 77040

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301489
08/19/2016

* * * * * * * $267 00 CTS CTS
TWO SIX SEVEN

PAY: TWO HUNDRED SIXTY-SEVEN AND 00/100

$267.00

TO THE ORDER OF:
MAIN LANE INDUSTRIES
6902 FLINTLOCK RD.
Houston TX 77040

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

MAIN LANE INDUSTRIES
6902 FLINTLOCK RD.
Houston TX 77040

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301490
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
14-CR-3564	1212856	State of Texas vs. TERRELL LEONARD MADDOCKS	240.00
		Check Total:	240.00

WALMART
ATTN: RESTITUTION RECOVERY
P.O. BOX 504765
ST. LOUIS MO 63150

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301490
08/19/2016

* * * * * * * $240 00 CTS CTS
TWO FOUR ZERO

PAY: TWO HUNDRED FORTY AND 00/100

$240.00

TO THE ORDER OF:
WALMART
ATTN: RESTITUTION RECOVERY
P.O. BOX 504765
ST. LOUIS MO 63150

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

WALMART
ATTN: RESTITUTION RECOVERY
P.O. BOX 504765
ST. LOUIS MO 63150

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301491
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-0479	1221476	State of Texas vs. Juan Ramos Quezada	35.00
		Check Total:	35.00

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301491
08/19/2016

* * * * * * * * $35 00 CTS CTS THREE FIVE

PAY: THIRTY-FIVE AND 00/100

$35.00

TO THE ORDER OF:
TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301492
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
MD-0341902	1175477	State of Texas vs. Ebony Men-joung Barksdale	20.00
		Check Total:	20.00

City of Texas City PD
1004 9th Ave N.
Texas City TX 77590

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301492
08/19/2016

* * * * * * * * $20 00 CTS CTS TWO ZERO

PAY: TWENTY AND 00/100

$20.00

TO THE ORDER OF:
City of Texas City PD
1004 9th Ave N.
Texas City TX 77590

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

City of Texas City PD
1004 9th Ave N.
Texas City TX 77590

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301493
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-0280	1219244	State of Texas vs. BRANDON RAYE DIXON	80.44
		Check Total:	80.44

Sterling Jewlers/Sterling, INC
Transportation Dept. Case#1400438
375 Ghent Rd.
Akron OH 44333

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301493
08/19/2016

* * * * * * * * $80 44
EIGHT ZERO CTS CTS

PAY: EIGHTY AND 44/100

$80.44

TO THE ORDER OF:
Sterling Jewlers/Sterling, INC
Transportation Dept. Case#1400438
375 Ghent Rd.
Akron OH 44333

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Sterling Jewlers/Sterling, INC
Transportation Dept. Case#1400438
375 Ghent Rd.
Akron OH 44333

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301494
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
13-CR-3172	1170321	State of Texas vs. CHRISTOPHER LEANDRO FLOREZ	700.00
		Check Total:	700.00

SPRINGLEAF FINANCIAL SERVICES
9300 EMMET F. LOWRY EXP
STE 112
TEXAS CITY TX 77591

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301494
08/19/2016

* * * * * * * $700 00
SEVEN ZERO ZERO CTS CTS

PAY: SEVEN HUNDRED AND 00/100

$700.00

TO THE ORDER OF:
SPRINGLEAF FINANCIAL SERVICES
9300 EMMET F. LOWRY EXP
STE 112
TEXAS CITY TX 77591

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

SPRINGLEAF FINANCIAL SERVICES
9300 EMMET F. LOWRY EXP
STE 112
TEXAS CITY TX 77591

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301495
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
MD-0340928	1171567	State of Texas vs. Lalisha Rochell Ray	20.00
		Check Total:	20.00

Danny Lymuel
3112 Ave C
Dickinson TX 77539

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301495
08/19/2016

* * * * * * * * $20 00 CTS CTS
TWO ZERO

PAY: TWENTY AND 00/100

$20.00

TO THE ORDER OF:
Danny Lymuel
3112 Ave C
Dickinson TX 77539

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Danny Lymuel
3112 Ave C
Dickinson TX 77539

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301496
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-2199	1241575	State of Texas vs. Manuel John Solis	3,293.04
		Check Total:	3,293.04

MAIN LANE INDUSTRIES
6902 FLINTLOCK RD.
Houston TX 77040

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301496
08/19/2016

* * * * * $3,293 04 CTS CTS
THREE TWO NINE THREE

PAY: THREE THOUSAND TWO HUNDRED NINETY-THREE AND 04/100

$3,293.04

TO THE ORDER OF:
MAIN LANE INDUSTRIES
6902 FLINTLOCK RD.
Houston TX 77040

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

MAIN LANE INDUSTRIES
6902 FLINTLOCK RD.
Houston TX 77040

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301497
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-2199	1241575	State of Texas vs. Manuel John Solis	406.96
		Check Total:	406.96

PENINSULA EMERGENCY MEDICAL SERVICES
930 NOBLE CARL DR.
Port Bolivar TX 77650

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301497
08/19/2016

* * * * * * * $406 96 CTS CTS
FOUR ZERO SIX

PAY: FOUR HUNDRED SIX AND 96/100

$406.96

TO THE ORDER OF:
PENINSULA EMERGENCY MEDICAL SERVICES
930 NOBLE CARL DR.
Port Bolivar TX 77650

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

PENINSULA EMERGENCY MEDICAL SERVICES
930 NOBLE CARL DR.
Port Bolivar TX 77650

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301498
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
MD-0359185	1247322	State of Texas vs. MONICA LANE HOGAN	60.00
		Check Total:	60.00

Texas Department of Public Safety Restitution Acc
P.O. Box 4087
Austin TX 78773-0130

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301498
08/19/2016

* * * * * * * * $60 00 CTS CTS
SIX ZERO

PAY: **SIXTY AND 00/100**

$60.00

TO THE ORDER OF:

Texas Department of Public Safety Restitution Acc
P.O. Box 4087
Austin TX 78773-0130

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Texas Department of Public Safety Restitution Acc
P.O. Box 4087
Austin TX 78773-0130

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301499
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
MD-0355906	1232928	State of Texas vs. Bryan Alan Orouke	43.00
		Check Total:	43.00

UTMB
301 University Blvd.
Galveston TX 77555

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301499
08/19/2016

* * * * * * * * $43 00 CTS CTS
FOUR THREE

PAY: FORTY-THREE AND 00/100

$43.00

TO THE ORDER OF:
UTMB
301 University Blvd.
Galveston TX 77555

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

UTMB
301 University Blvd.
Galveston TX 77555

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301500
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-0287	1219373	State of Texas vs. Anna Aurora Herrera	280.00
		Check Total:	280.00

WALMART
ATTN: RESTITUTION RECOVERY
P.O. BOX 504765
ST. LOUIS MO 63150

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301500
08/19/2016

* * * * * * * $280 00 CTS CTS
TWO EIGHT ZERO

PAY: TWO HUNDRED EIGHTY AND 00/100

$280.00

TO THE ORDER OF:
WALMART
ATTN: RESTITUTION RECOVERY
P.O. BOX 504765
ST. LOUIS MO 63150

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

WALMART
ATTN: RESTITUTION RECOVERY
P.O. BOX 504765
ST. LOUIS MO 63150

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301501
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
14-CR-0856	1182637	State of Texas vs. George Evan Sanford	87.07
		Check Total:	87.07

WALMART
P.O. BOX 504765
PAYMENT FOR STORE #529
ST. LOUIS MO 63150

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301501
08/19/2016

* * * * * * * * $87 07 CTS CTS
EIGHT SEVEN

PAY: EIGHTY-SEVEN AND 07/100

$87.07

TO THE ORDER OF:
WALMART
P.O. BOX 504765
PAYMENT FOR STORE #529
ST. LOUIS MO 63150

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

WALMART
P.O. BOX 504765
PAYMENT FOR STORE #529
ST. LOUIS MO 63150

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301502
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
14-CR-0856	1182637	State of Texas vs. George Evan Sanford	22.93
		Check Total:	22.93

WALMART
P.O. BOX 504765
PAYMENT FOR STORE #752
ST. LOUIS MO 63150

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301502
08/19/2016

* * * * * * * * $22 93
TWO TWO CTS CTS

PAY: TWENTY-TWO AND 93/100

$22.93

TO THE ORDER OF:
WALMART
P.O. BOX 504765
PAYMENT FOR STORE #752
ST. LOUIS MO 63150

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

WALMART
P.O. BOX 504765
PAYMENT FOR STORE #752
ST. LOUIS MO 63150

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301503
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-2617	1246886	State of Texas vs. Clinton Tony Gidney	200.00
		Check Total:	200.00

EDWARD KNOTT
2010 ADDISON
Houston TX 77030

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301503
08/19/2016

* * * * * * * $200 00 CTS CTS
TWO ZERO ZERO

PAY: TWO HUNDRED AND 00/100

$200.00

TO THE ORDER OF:
EDWARD KNOTT
2010 ADDISON
Houston TX 77030

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

EDWARD KNOTT
2010 ADDISON
Houston TX 77030

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301504
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
13-CR-1171	1147480	State of Texas vs. Casey Dean Armstrong	210.00
		Check Total:	210.00

Bruce William Dannecker
2930 Port Rose Lane
League City TX 77573

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301504
08/19/2016

* * * * * * * $210 00 CTS CTS
TWO ONE ZERO

PAY: TWO HUNDRED TEN AND 00/100

$210.00

TO THE ORDER OF:
Bruce William Dannecker
2930 Port Rose Lane
League City TX 77573

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Bruce William Dannecker
2930 Port Rose Lane
League City TX 77573

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00301505**
Check Date: **08/19/2016**

Case Number	Reference	Description	Amount
15-CR-1847	1238084	State of Texas vs. REGINA RENEE KING	50.00
		Check Total:	50.00

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301505
08/19/2016

* * * * * * * * $50 00 CTS CTS
FIVE ZERO

PAY: **FIFTY AND 00/100**

$50.00

TO THE ORDER OF:
TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301506
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-0724	1224638	State of Texas vs. AMBER DAWN BUCHHOLZ JENNINGS	5.00
		Check Total:	5.00

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301506
08/19/2016

* * * * * * * * * $5 00 FIVE CTS CTS

PAY: FIVE AND 00/100

TO THE ORDER OF:
TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

$5.00

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301507
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
12-CR-2777	1124314	State of Texas vs. MELODY LAYNE HILTON-JENKINS	125.00
		Check Total:	125.00

Malin Ship Repair
320 77th Street
Galveston TX 77554

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301507
08/19/2016

* * * * * * * $125 00 CTS CTS
ONE TWO FIVE

PAY: ONE HUNDRED TWENTY-FIVE AND 00/100

$125.00

TO THE ORDER OF:
Malin Ship Repair
320 77th Street
Galveston TX 77554

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Malin Ship Repair
320 77th Street
Galveston TX 77554

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301508
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
12-CR-3140	1129060	State of Texas vs. Perry Vaughn Coleman	200.00
		Check Total:	200.00

Galveston Housing Authority
4700 Broadway
Galveston TX 77551

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301508
08/19/2016

* * * * * * * $200 00 TWO ZERO ZERO CTS CTS

PAY: TWO HUNDRED AND 00/100

$200.00

TO THE ORDER OF:
Galveston Housing Authority
4700 Broadway
Galveston TX 77551

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Galveston Housing Authority
4700 Broadway
Galveston TX 77551

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301509
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
MD-0360688	1255227	State of Texas vs. JOHNNY HENRY CARRANZA	100.00
		Check Total:	100.00

Womens Crisis Center
P.O Box 1545
Galveston TX 77553

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301509
08/19/2016

* * * * * * * $100 00 CTS CTS
ONE ZERO ZERO

PAY: ONE HUNDRED AND 00/100

$100.00

TO THE ORDER OF:
Womens Crisis Center
P.O Box 1545
Galveston TX 77553

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Womens Crisis Center
P.O Box 1545
Galveston TX 77553

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301510
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
13-CR-1056	1146199	State of Texas vs. Christobal Ray Rivera	300.00
		Check Total:	300.00

Mark William Flynn
2109 POST OFFICE #115
GALVESTON TX 77550-0000

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301510
08/19/2016

* * * * * * * $300 00 CTS CTS
THREE ZERO ZERO

PAY: THREE HUNDRED AND 00/100

$300.00

TO THE ORDER OF:
Mark William Flynn
2109 POST OFFICE #115
GALVESTON TX 77550-0000

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Mark William Flynn
2109 POST OFFICE #115
GALVESTON TX 77550-0000

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301511
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
12-CR-0772	725689	State of Texas vs. Matthew Jonathan Krupar	15.82
		Check Total:	15.82

JAKE BARTON
403 TRAIL BEND CT
Friendswood TX 77546

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301511
08/19/2016

* * * * * * * * $15 82
ONE FIVE CTS CTS

PAY: FIFTEEN AND 82/100

$15.82

TO THE ORDER OF:
JAKE BARTON
403 TRAIL BEND CT
Friendswood TX 77546

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

JAKE BARTON
403 TRAIL BEND CT
Friendswood TX 77546

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301512
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
MD-0362285	1263561	State of Texas vs. KALEB JOHN RONNING	16.00
		Check Total:	16.00

Gracie Larue
2700 FM 517 Rd.
Alvin TX 77511

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301512
08/19/2016

* * * * * * * * $16 00
ONE SIX CTS CTS

PAY: **SIXTEEN AND 00/100**

$16.00

TO THE ORDER OF:
Gracie Larue
2700 FM 517 Rd.
Alvin TX 77511

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Gracie Larue
2700 FM 517 Rd.
Alvin TX 77511

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301513
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
MD-0361422	1258797	State of Texas vs. KALEB JOHN RONNING	41.00
		Check Total:	41.00

JAMES BYRON EVANS
608 LILLEY RD
SANTA FE TX 77511

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301513
08/19/2016

* * * * * * * * $41 00 FOUR ONE CTS CTS

PAY: FORTY-ONE AND 00/100

$41.00

TO THE ORDER OF:
JAMES BYRON EVANS
608 LILLEY RD
SANTA FE TX 77511

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

JAMES BYRON EVANS
608 LILLEY RD
SANTA FE TX 77511

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301514
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
14-CR-0995	1184595	State of Texas vs. Jay Wesley Cucco	16.07
		Check Total:	16.07

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301514
08/19/2016

* * * * * * * * $16 07
ONE SIX CTS CTS

PAY: SIXTEEN AND 07/100

$16.07

TO THE ORDER OF:

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Texas Department of Safety Restitution Accounting
P.O. Box 4087
Austin TX 78773-0103

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301515
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
14-CR-0995	1184595	State of Texas vs. Jay Wesley Cucco	133.93
		Check Total:	133.93

OSCAR GARCIA
4101 EAST NASA PKWY
APT 252
Seabrook TX 77586

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301515
08/19/2016

* * * * * * * $133 93
ONE THREE THREE CTS CTS

PAY: ONE HUNDRED THIRTY-THREE AND 93/100

$133.93

TO THE ORDER OF:
OSCAR GARCIA
4101 EAST NASA PKWY
APT 252
Seabrook TX 77586

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

OSCAR GARCIA
4101 EAST NASA PKWY
APT 252
Seabrook TX 77586

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301516
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
14-CR-2429	1199879	State of Texas vs. EVAN SARAH SANFORD	50.00
		Check Total:	50.00

Texas Department of Public Safety Restitution Acc
4087 P.O. Box
Austin TX 78773-0130

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301516
08/19/2016

* * * * * * * * $50 00 CTS CTS
FIVE ZERO

PAY: FIFTY AND 00/100

$50.00

TO THE ORDER OF:
Texas Department of Public Safety Restitution Acc
4087 P.O. Box
Austin TX 78773-0130

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Texas Department of Public Safety Restitution Acc
4087 P.O. Box
Austin TX 78773-0130

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301517
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
14-CR-2104	1196803	State of Texas vs. James David Vickery	100.00
		Check Total:	100.00

RESONDA KAY VICKERY
613 OLDE OAKS DR.
DICKINSON TX 77539

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301517
08/19/2016

* * * * * * * $100 00 CTS CTS
ONE ZERO ZERO

PAY: ONE HUNDRED AND 00/100

$100.00

TO THE ORDER OF:
RESONDA KAY VICKERY
613 OLDE OAKS DR.
DICKINSON TX 77539

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

RESONDA KAY VICKERY
613 OLDE OAKS DR.
DICKINSON TX 77539

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301518
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-0465	1221435	State of Texas vs. Jeffrey Paul Cisneros	25.00
		Check Total:	25.00

SAMUEL SAKIMA PENTER
13210 7TH STREET
APT 17
Santa Fe TX 77510

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301518
08/19/2016

* * * * * * * * $25 00 CTS CTS
TWO FIVE

PAY: TWENTY-FIVE AND 00/100

$25.00

TO THE ORDER OF:
SAMUEL SAKIMA PENTER
13210 7TH STREET
APT 17
Santa Fe TX 77510

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

SAMUEL SAKIMA PENTER
13210 7TH STREET
APT 17
Santa Fe TX 77510

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301519
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-1235	1230824	State of Texas vs. MARCO ANTONIO RAMIREZ JIMENEZ	65.00
		Check Total:	65.00

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301519
08/19/2016

* * * * * * * * $65 00 CTS CTS
SIX FIVE

PAY: SIXTY-FIVE AND 00/100

$65.00

TO THE ORDER OF:
TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301520
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
12-CR-0772	725689	State of Texas vs. Matthew Jonathan Krupar	58.93
		Check Total:	58.93

NATE JOHNSON
1 EARLHAM DR.
Friendswood TX 77546

Comments:

88-2265/1131-59

OD00301520
08/19/2016

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

* * * * * * * * $58 93 CTS CTS FIVE EIGHT

PAY: FIFTY-EIGHT AND 93/100

$58.93

TO THE ORDER OF:
NATE JOHNSON
1 EARLHAM DR.
Friendswood TX 77546

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

NATE JOHNSON
1 EARLHAM DR.
Friendswood TX 77546

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301521
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
13-CR-0430	1138478	State of Texas vs. SHAWN MATTHEW OLIVER	102.00
		Check Total:	102.00

JOHN BRIDGEWATER
520 LOVETT BLVD
APT 1-A
Houston TX 77006

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301521
08/19/2016

* * * * * * * $102 00 CTS CTS
ONE ZERO TWO

PAY: ONE HUNDRED TWO AND 00/100

$102.00

TO THE ORDER OF:
JOHN BRIDGEWATER
520 LOVETT BLVD
APT 1-A
Houston TX 77006

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

JOHN BRIDGEWATER
520 LOVETT BLVD
APT 1-A
Houston TX 77006

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301522
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
13-CR-2740	1165775	State of Texas vs. Ray Anthony Buenrostro	300.00
		Check Total:	300.00

UTMB - JOHN SEALY ANNEX #9
221 UNIVERSITY BLVD.
GALVESTON TX 77555

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2285/1131-59

OD00301522
08/19/2016

* * * * * * * $300 00 CTS CTS
THREE ZERO ZERO

PAY: THREE HUNDRED AND 00/100

$300.00

TO THE ORDER OF:
UTMB - JOHN SEALY ANNEX #9
221 UNIVERSITY BLVD.
GALVESTON TX 77555

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

UTMB - JOHN SEALY ANNEX #9
221 UNIVERSITY BLVD.
GALVESTON TX 77555

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301523
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
14-CR-3532	1212559	State of Texas vs. William Alexander Fuentes	25.00
		Check Total:	25.00

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301523
08/19/2016

* * * * * * * * $25 00 CTS CTS
TWO FIVE

PAY: TWENTY-FIVE AND 00/100

$25.00

TO THE ORDER OF:
TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301524
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-0640	1223587	State of Texas vs. BELINDA JUNE FALK	110.00
		Check Total:	110.00

ROBERT KINGSBURY
2424 FM 517 EAST
Dickinson TX 77539

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301524
08/19/2016

* * * * * * * $110 00
ONE ONE ZERO CTS CTS

PAY: ONE HUNDRED TEN AND 00/100

$110.00

TO THE ORDER OF:
ROBERT KINGSBURY
2424 FM 517 EAST
Dickinson TX 77539

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

ROBERT KINGSBURY
2424 FM 517 EAST
Dickinson TX 77539

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301525
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-0146	1217502	State of Texas vs. KEOSHA JANAE HARDY	75.00
		Check Total:	75.00

J C Penny's
2520 S. Gulf FWY
League City TX 77573

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301525
08/19/2016

* * * * * * * * $75 00 SEVEN FIVE CTS CTS

PAY: **SEVENTY-FIVE AND 00/100**

$75.00

TO THE ORDER OF:
J C Penny's
2520 S. Gulf FWY
League City TX 77573

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

J C Penny's
2520 S. Gulf FWY
League City TX 77573

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301526
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
MD-0361607	1259982	State of Texas vs. JORY RAY JACKSON SMITH	55.00
		Check Total:	55.00

Women's Crisis Center
P.O Box 1545
Galveston TX 77553

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301526
08/19/2016

* * * * * * * * $55 00 FIVE FIVE CTS CTS

PAY: FIFTY-FIVE AND 00/100

$55.00

TO THE ORDER OF:
Women's Crisis Center
P.O Box 1545
Galveston TX 77553

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Women's Crisis Center
P.O Box 1545
Galveston TX 77553

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301527
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
MD-0363687	1271234	State of Texas vs. MIRIAM RENDON	111.00
		Check Total:	111.00

Home Depot
3200 S Gulf Fwy
League City TX 77573

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301527
08/19/2016

* * * * * * * $111 00
ONE ONE ONE CTS CTS

PAY: ONE HUNDRED ELEVEN AND 00/100

$111.00

TO THE ORDER OF:
Home Depot
3200 S Gulf Fwy
League City TX 77573

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Home Depot
3200 S Gulf Fwy
League City TX 77573

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301529
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
14-CR-2666	1202608	State of Texas vs. Jennifer Ann Castillo	210.00
		Check Total:	210.00

Health & Human Services Comission, Arts Building-
P.O. Box 149055
Austin TX 78714

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301529
08/19/2016

* * * * * * * $210 00 CTS CTS
TWO ONE ZERO

PAY: TWO HUNDRED TEN AND 00/100

$210.00

TO THE ORDER OF:

Health & Human Services Comission, Arts Building-
P.O. Box 149055
Austin TX 78714

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Health & Human Services Comission, Arts Building-
P.O. Box 149055
Austin TX 78714

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301530
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
MD-0357052	1237507	State of Texas vs. RICHARD JAMES WENDLAND	60.00
		Check Total:	60.00

DPS Restitution Accounting
P.O. Box 4087
Austin TX 78773-0130

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301530
08/19/2016

* * * * * * * * $60 00 CTS CTS
SIX ZERO

PAY: **SIXTY AND 00/100**

$60.00

TO THE ORDER OF:
DPS Restitution Accounting
P.O. Box 4087
Austin TX 78773-0130

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

DPS Restitution Accounting
P.O. Box 4087
Austin TX 78773-0130

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301531
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
MD-0353941	1225069	State of Texas vs. Heath Brandon Lollar	190.00
		Check Total:	190.00

Galveston Independent School District
P.O. Box 660
Galveston TX 77553

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301531
08/19/2016

* * * * * * * $190 00 CTS CTS
ONE NINE ZERO

PAY: ONE HUNDRED NINETY AND 00/100

$190.00

TO THE ORDER OF:
Galveston Independent School District
P.O. Box 660
Galveston TX 77553

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Galveston Independent School District
P.O. Box 660
Galveston TX 77553

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301532
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
15-CR-0911	1226956	State of Texas vs. Kevin Lee McCurley	35.00
		Check Total:	35.00

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301532
08/19/2016

* * * * * * * * $35 00 CTS CTS
THREE FIVE

PAY: THIRTY-FIVE AND 00/100

$35.00

TO THE ORDER OF:
TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301533
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
12-CR-1013	725930	State of Texas vs. Zack R Lawhon	100.00
		Check Total:	100.00

BELINDA ROGERS
3101 CALIFORNIA ST.
TRLR 63
Dickinson TX 77539

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301533
08/19/2016

* * * * * * * $100 00 ONE ZERO ZERO CTS CTS

PAY: ONE HUNDRED AND 00/100

$100.00

TO THE ORDER OF:
BELINDA ROGERS
3101 CALIFORNIA ST.
TRLR 63
Dickinson TX 77539

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

BELINDA ROGERS
3101 CALIFORNIA ST.
TRLR 63
Dickinson TX 77539

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301534
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
14-CR-0875	1182896	State of Texas vs. ROBERT III MARSHALL	50.00
		Check Total:	50.00

Texas Department of Public Safety Restitution Acc
4087 P.O. Box
Austin TX 78773-0130

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301534
08/19/2016

* * * * * * * * $50 00 FIVE ZERO CTS CTS

PAY: FIFTY AND 00/100

$50.00

TO THE ORDER OF:

Texas Department of Public Safety Restitution Acc
4087 P.O. Box
Austin TX 78773-0130

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Texas Department of Public Safety Restitution Acc
4087 P.O. Box
Austin TX 78773-0130

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301535
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
14-CR-0526	1179398	State of Texas vs. JENNIFER YANCENE ADAMS	7.76
		Check Total:	7.76

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301535
08/19/2016

* * * * * * * * * $7 76 CTS CTS SEVEN

PAY: SEVEN AND 76/100

$7.76

TO THE ORDER OF:
TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00301536
Check Date: 08/19/2016

Case Number	Reference	Description	Amount
13-CR-2906	1167337	State of Texas vs. Steward James Schultz	30.00
		Check Total:	30.00

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00301536
08/19/2016

* * * * * * * * $30 00 THREE ZERO CTS CTS

PAY: THIRTY AND 00/100

$30.00

TO THE ORDER OF:
TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

TX Dept. Of Public Of Safety
PO Box 4087
Austin TX 78773

AGENDA ITEM #5.

Summary of Bi-Weekly Personnel Movements

Pay Period #17 : July 28 - August 10, 2016

	Positions	Current Appointments						Current Movements							Current Separations					
Department	Budgeted	FT	HT	PT	HR	Res	Total	Promo	Reclass	Reassign	Trans	Sal Adj	Demote	Total	Vol	Invol	Retire	Death	Other	Total
General Government	2.00						0							0						0
Facilities	22.0						0							0		1				1
Fleet Management	14.0	1					1							0						0
County Records Management	1.0						0							0						0
Professional Services	6.0	1					1							0						0
Road District #1	4.0						0							0						0
County Judge	4.0						0							0						0
County Commissioners	8.0						0							0						0
Tax Office	52.0						0							0						0
County Auditor	30.0						0							0						0
County Clerk	41.0						0	1			1			2	1					1
County Clerk Records Mgmt	2.0						0							0						0
County Clerk Records Archives	8.0						0							0						0
County Clerk Elections	7.0						0							0						0
Purchasing Agent	8.0						0							0						0
County Treasurer	7.0						0							0						0
Veterans Service	3.0						0							0						0
Human Resources	6.0						0							0						0
County Legal	8.0						0							0						0
Court Administration	6.0						0							0						0
District Courts	19.0						0							0						0
County Courts	9.0	1					1							0	1					1
County Probate Court	6.0						0							0						0
Justice Courts	29.0						0							0						0
District Clerk	53.0						0							0			1			1
District Attorney	73.0						0							0						0
Personal Bond	3.0						0							0						0
Collections	7.0						0							0						0
Sheriff	491.0						0	8		5				13		2	2			4
Constables	39.0						0							0						0
Child Welfare	1.0						0							0						0
Emergency Management	5.0						0							0						0
Courthouse Security	3.0						0							0						0
AgriLife Extension	10.0						0							0						0
County Engineer	6.0						0							0						0
Building Inspector	3.0						0							0						0
Community Services	4.0						0							0						0
Information Technology	45.0						0							0			1			1
County Parks and Senior Services	54.0				1		1							0	1					1
Museum	1.0						0							0						0
Road & Bridge/Flood/Beach	68.0						0							0						0
Juvenile Justice	69.0						0							0						0
Mosquito Control	11.0						0							0						0
Right of Way	1.0						0							0						0
Seawall Maintenance	6.0						0							0						0
Housing & Economic Dev	7.0						0				1			1						0
Economic Development	1.0						0							0						0
Adult Probation	54.0	1					1	1						1	2		1			3
Grand Total	1317.0	3	0	0	1	0	5	10	0	5	2	0	0	17	3	3	4	0	0	13
Job Applications Received	308																			

Revised 10/2015

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 7/28/2016 thru 8/10/2016

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114000	County Clerk	O'NEIL, STEPHENIE K	FTBE	23 COURT CLERK		8/10/2016	11A1	$30,973	1,191.31 B	TERMINATION
114000	County Clerk	URBINA, CRISTIAN	FTBE	17 SENIOR COURT CLERK	8/8/2016		12A1	$32,542	1,251.62 B	PROMOTION
114021	County Clerk Archive Rec	CLARK, SARAH D	FTBE	3 MICROFILMING	7/28/2016		10A1	$29,481	1,133.90 B	CORRECTION
114021	County Clerk Archive Rec	SALINAS, PATRICIA A	FTBE	2 DEPUTY COUNTY CLERK	7/28/2016		10C1	$30,973	1,191.31 B	CORRECTION
114021	County Clerk Archive Rec	VILLARREAL, ALMA D	FTBE	9 DEPUTY COUNTY CLERK	7/28/2016		10F1	$33,355	1,282.91 B	CORRECTION
114021	County Clerk Archive Rec	WASINGER, JANET M	FTBE	10 DEPUTY COUNTY CLERK	7/28/2016		10A1	$29,481	1,133.90 B	CORRECTION
114030	Election Expense	BROUGH, LORETTA A	PTEL	500 ELECTION WORKER-TEMP		7/28/2016	0000		0.00 H	TERMINATION
122400	County Court #3	BUSH, KATHERINE E	FTBE	2 COURT COORDINATOR-CO COU		8/5/2016	18A1	$43,765	1,683.28 B	TERMINATION
122400	County Court #3	HUFFSTETLER, CELESTE	FTBE	2 COURT COORDINATOR-CO COU	8/8/2016		18A1	$43,765	1,683.28 B	TRANSFER
126100	District Clerk	WILLIAMS, TRACEY M	FTBE	31 COURT CLERK COORDINATOR		7/31/2016	14J1	$44,859	1,725.36 B	TERMINATION
151553	Tax Assessor/Coll Collecti	DOMINICK, LATONYA R	FTBE	154 PROPERTY TAX SPECIALIST	7/28/2016		13B1	$35,044	1,347.85 B	CORRECTION
151553	Tax Assessor/Coll Collecti	DAVILA, CHERYL DENISI	PTBH	153 CUSTOMER SERVICE REP-HT	7/28/2016		09A1	$14,029	13.49 H	CORRECTION
159100	Information Technology	KURUVILLA, THOMAS	FTBE	13 DATABASE ADMINISTRATOR III		7/31/2016	22O1	$83,166	3,198.73 B	TERMINATION
170100	Facilities Srvs & Maintena	BAKER, BRETT A	FTBE	25 CARPENTER		8/1/2016	21C1	$56,023	2,154.74 B	TERMINATION
172111	Fleet Mgmt - Galveston	FESLER, JOHN W	FTBE	13 FLEET DIRECTOR	8/8/2016		24A1	$71,714	2,758.25 B	APPOINTMENT
211133	Corrections-Sheriff	BORDERS II, GLYNN L	FTBE	104 DEPUTY IV	7/28/2016		16H1	$47,130	1,812.71 B	CAREER LADDER
211133	Corrections-Sheriff	DAVION, KENDAL L	FTBE	280 DEPUTY I	7/28/2016		13D1	$36,818	1,416.09 B	CAREER LADDER
211133	Corrections-Sheriff	DEVANEY, RICHARD BAF	FTBE	254 DEPUTY III	7/28/2016		15H1	$44,859	1,725.36 B	CAREER LADDER
211133	Corrections-Sheriff	GARCIA, ISRAEL P	FTBE	146 DEPUTY I		8/7/2016	13D1	$36,818	1,416.09 B	TERMINATION
211133	Corrections-Sheriff	GRAHAM, TANYA L	FTBE	172 DEPUTY II	7/28/2016		14G1	$41,656	1,602.17 B	CAREER LADDER
211133	Corrections-Sheriff	KRIVOKOPICH, RICK N	FTBE	257 DEPUTY IV		7/31/2016	17N1	$57,423	2,208.61 B	TERMINATION
211133	Corrections-Sheriff	LOPEZ, CHRISTINA M	FTBE	242 DEPUTY IV	7/28/2016		16H1	$47,130	1,812.71 B	CAREER LADDER
211133	Corrections-Sheriff	RAY, RICHARD R	FTBE	283 DEPUTY I	7/28/2016		13D1	$36,818	1,416.09 B	CAREER LADDER
211133	Corrections-Sheriff	REEVES, ASIA M	FTBE	276 ENTRY LEVEL		8/3/2016	12D1	$35,044	1,347.85 B	TERMINATION
211133	Corrections-Sheriff	SPRADLEY II, FREDERICK	FTBE	257 DEPUTY IV	8/2/2016		16L1	$52,023	2,000.89 B	REASSIGNMENT

* Rate Type: H - Hourly, B - Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 7/28/2016 thru 8/10/2016

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211133	Corrections-Sheriff	TOBAR, VICTOR M	FTBE	277 DEPUTY I	7/28/2016		13D1	$36,818	1,416.09 B	CAREER LADDER
211143	Patrol Division	AMARO, VINCENT	FTBE	25 DEPUTY I	7/28/2016		13H1	$40,640	1,563.09 B	REASSIGNMENT
211143	Patrol Division	HALL, TRAVIS LOREN	FTBE	17 DEPUTY II	7/28/2016		14K1	$45,980	1,768.50 B	CAREER LADDER
211143	Patrol Division	KELLEY, ANGELA L	FTBE	91 DEPUTY I	7/28/2016		13H1	$40,640	1,563.09 B	REASSIGNMENT
211143	Patrol Division	OSTERMAYER, RICCI	FTBE	27 DEPUTY V		7/28/2016	17N1	$57,423	2,208.61 B	TERMINATION
211163	Sheriff Services for ISDS	COOK, CHARLES B	FTBE	3 SERGEANT-CCISD (REIMB)	7/28/2016		0000	$58,259	2,240.74 B	REASSIGNMENT
211163	Sheriff Services for ISDS	SCARBROUGH, LYNN A	FTBE	14 SLO-CCISD (REIMB)	7/28/2016		0000	$52,764	2,029.39 B	REASSIGNMENT
255100	Adult Probation	DICKEY, ROCHELL	FTBE	3 ASSISTANT SUPERVISOR		7/29/2016	0000	$43,213	1,662.05 B	TERMINATION
255100	Adult Probation	DUNCAN, ALICIA A	FTBE	25 SECRETARY		7/31/2016	0000	$32,235	1,239.84 B	TERMINATION
255100	Adult Probation	FRANKS-HILL, DOROTHY	FTBE	36 RECEPTIONIST	8/1/2016		0000	$24,000	923.08 B	APPOINTMENT
255100	Adult Probation	JOHNSON, PATRICIA J	FTBE	26 COLLECTIONS CLERK	8/1/2016		0000	$29,799	1,146.15 B	PROMOTION
255100	Adult Probation	PONDER, KANZA A	FTBE	18 PROBATION OFFICER		8/5/2016	0000	$35,499	1,365.38 B	TERMINATION
296100	Flood Control	COMEAUX, WILLIAM D	FTBE	57 REGIONAL SERVICES COORDIN.	7/28/2016		22L1	$77,228	2,970.34 B	CORRECTION
313100	Road District #1	CAVASOS, RONALD	FTBH	2 TOLL COLLECTOR	7/28/2016		09J1	$35,048	16.85 H	CORRECTION
313100	Road District #1	ENRIQUEZ JR, JOE A	FTBH	4 TOLL COLLECTOR	7/28/2016		09J1	$35,048	16.85 H	CORRECTION
313100	Road District #1	WILMETH, RICHARD LEE	FTBH	3 TOLL COLLECTOR	7/28/2016		09J1	$35,048	16.85 H	CORRECTION
440100	Contract Services	GENTILE, JAMES M	FTBE	1 CONTRACT SERVICES DIRECTO	8/4/2016		24C1	$75,345	2,897.89 B	TRANSFER
522020	Parks	BRANNAN, KYLE R	FTBE	100 PARKS MAINTENANCE WORKEI		8/5/2016	08A1	$26,708	1,027.26 B	TERMINATION
522042	Beach Maintenance	PALMIERI, GINO E	FTNH	500 BEACH PARK STICK AMBASSAE	7/29/2016		02A1	$19,864	9.55 H	APPOINTMENT

* Rate Type: H Hourly: B = Biweekly Salary

AGENDA ITEM #6.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 8-23-16	2. Contract Type: Expense Revenue (Other)		3. Renewal Contract: Yes / (No)
4. Department Name: HR		5. Department Contact: Kathy Branch	
6. Description: Temp for Veteran's office - 8 weeks			
7. IFAS PEID No: 717982	8. IFAS Req No:	9. Orgkey: 1101-155000	10. Object Code: 548/000
11. Vendor: A1 Best Staffing		12. Vendor Contract No:	
13. Requested Legal Review: (Yes) No (Explain if No)			

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Other Contract Services	1101	$4,964	$4,964				
22. Totals:		-	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 8/30/16	Auto Renewal Contract: Yes (No)	Bid No: N/A
Contract End Date: 10/24/16	Contract # Issued By Purchasing: CM16259	

8 weeks X 40 = 320 hrs @ $15.51 = $4,964

Approved By:	Signature	Date
Department Head:	Kathy Branch	8/23/16
Purchasing Agent:	[signature]	8-24-16
County Legal:	[signature]	08/24/2016
Contract listed in Budget Documentation: YES NO		
County Budget Office:	[signature]	8/24/16
Budget Available and Funds are/will be Available: YES NO		
County County Auditor:	by [signature]	8/24/16

Budget preparing BA for CC mtg. 08/30/16

Staffing Agreement

This contract is an agreement for staffing services.

Contents

Staffing Agreement
Exhibit A: Rate Schedule
Exhibit B: Benefits Waiver for Assigned Employees
Exhibit C: Confidentiality Agreement for Assigned Employees

Optional Provisions
- Reports
- Background Checks
- On-Site Coordinator
- Guarantee
- Insurance
- Client-Recruited Employees
- Conversion Workout Period; Credit for Past Service
- Minimum Hours Per Day
- Late Payment Penalty
- No Staff Hire-Aways; Fee
- Financial Audit
- Nature of Relationship
- Headings
- Arbitration
- Contract Interpretation
- Choice of Law
- Assignment of Agreement

Temporary Staffing Agreement

A1 Best Staffing, with its principal office located at 6511 Stewart Rd, Ste 6A, Galveston, TX ("STAFFING FIRM"), and Galveston County, with its principal office located at Veterans Office 9850 EFL Expressway, Suite B-100 Texas City, TX 77591 ("CLIENT") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

STAFFING FIRM's Duties and Responsibilities

1. A1 BEST STAFFING will
   a. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A under CLIENT's supervision at the locations specified on Exhibit A and will, as the common law employer of Assigned Employees, be responsible for the following;

   b. Pay Assigned Employees' wages and provide them with the benefits that A1 BEST STAFFING offers to them;

   c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

   d. Require Assigned Employees to sign agreements (in the form of Exhibit B) acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT; and

   e. Require Assigned Employees to sign confidentiality agreements (in the form of Exhibit C) before they begin their assignments to CLIENT.
   f. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994;and, as set forth in subparagraph g. below, the Patient Protection and Affordable Care Act (ACA).

   g. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

1.2 Right to Control

In addition to STAFFING FIRM'S duties and responsibilities set forth in paragraph 1, STAFFING FIRM, as the common law employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce STAFFING FIRM's employment policies relating to Assigned Employee conduct at the worksite.

CLIENT's Duties and Responsibilities

2. CLIENT will
   a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;

   b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or

other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;

c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;

d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and

e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

Payment Terms, Bill Rates, and Fees

3. CLIENT will pay A1 BEST STAFFING for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. A1 BEST STAFFING will invoice CLIENT for services provided under this Agreement on a per diem basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes A1 BEST STAFFING to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.

4. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. A1 BEST STAFFING will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as A1 BEST STAFFING is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)

5. If CLIENT uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than A1 BEST STAFFING during or within 365 days after any assignment of the Assigned Employee to CLIENT from STAFFING FIRM, CLIENT must notify A1 BEST STAFFING and (a) continue the Assigned Employee's assignment from A1 BEST STAFFING for his or her next 480 consecutive work hours for CLIENT; or (b) pay A1 BEST STAFFING a fee in the amount of 1 times the final direct hire billing rate for that Assigned Employee.

6. In addition to the bill rates specified in Exhibit A of this Agreement, CLIENT will pay A1 BEST STAFFING the amount of all new or increased labor costs associated with CLIENT's Assigned Employees that A1 BEST STAFFING is legally required to pay—such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels—until the parties agree on new bill rates.

Confidential Information

7. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to A1 BEST STAFFING as a result of Assigned Employees' access to such information.

Cooperation

8. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

9. To the extent permitted by law, A1 BEST STAFFING will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and

liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of A1 BEST STAFFING or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

10. To the extent permitted by law, CLIENT will defend, indemnify, and hold A1 BEST STAFFING and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

10. a Staffing Firm Indemnification of Client for Liability under Affordable Care Act
STAFFING FIRM shall be solely responsible for, and shall reimburse, indemnify, and hold harmless CLIENT(hereafter collectively referred to as "CLIENT Indemnity") for, any taxes, penalties, or other liabilities assessed against STAFFING FIRM or CLIENT under Code §4980H with respect to Assigned Employees due to STAFFING FIRM's failure to—
    (i) Offer "minimum essential coverage" under an "eligible employer-sponsored plan" each within the meaning of Code §5000A(f)(1)(B); or
    (ii) (ii) Offer coverage that is not "affordable" or fails to provide "minimum value," each within the meaning of Code §36B(c)(2)(C) and §4980H(b) and related regulations.

Provided, however, that in no event shall CLIENT Indemnity extend to any taxes, penalties, or other liabilities under the under Code §4980H where such tax, penalty, or other liability results from the imposition of penalties under (i) Code §4980H(a), as a result of the failure by CLIENT to make offers of minimum essential coverage to its employees under an eligible employer-sponsored plan, or (ii) Code §4980H(b) as a result of CLIENT's making an offer of minimum essential coverage to its employees under an eligible employer-sponsored plan that is either unaffordable or fails to provide minimum value.

If CLIENT is notified by any government entity of CLIENT's potential liability for any such taxes, penalties, or other liabilities relating to Assigned Employees, STAFFING FIRM shall fully cooperate, at STAFFING FIRM's reasonable expense, with CLIENT's efforts to object to or appeal any such determination of liability or potential liability

11. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

12. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 10 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

13. The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

14. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.

15. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

16. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

17. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

18. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

19. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

20. CLIENT will not transfer or assign this Agreement without STAFFING FIRM's written consent.

21. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.

22. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

Term of Agreement

23. This Agreement will be for a term of 3 months from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 7 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 24 hours written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

CLIENT Galveston County	STAFFING FIRM A1 Best Staffing
Signature	Signature Cathy Townley-McGaughey
Printed Name	Printed Name Cathy Townley-McGaughey
Title	Title Managing Partner
Date	Date 08/23/2016

Exhibit A
Rate Schedule

Job Title or Description # Employees	Shift	Location	Hourly Bill Rate
Executive Assistant 1	5 days per week 8 hours per day	Veterans Office 9850 EFL Expressway, Suite B-100 Texas City, TX 77591	$15.51

CLIENT
Galveston County

STAFFING FIRM
A1 Best Staffing

Signature

Signature
Cathy Townley McGaughey

Printed Name

Printed Name
Cathy Townley-Mcgaughey

Title

Title
Managing Partner

Date

Date
08/23/2016

Exhibit B
Benefits Waiver for Assigned Employees

(to be signed by employee)

Agreement and Waiver
In consideration of my assignment to CLIENT by STAFFING FIRM, I agree that I am solely an employee of A1 BEST STAFFING for benefits plan purposes and that I am eligible only for such benefits as A1 BEST STAFFING may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by CLIENT, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to CLIENT by A1 BEST STAFFING and regardless of whether I am held to be a common-law employee of CLIENT for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

EMPLOYEE	WITNESS
Signature	Signature
Printed Name	Printed Name
Date	Date

Exhibit C
Confidentiality Agreement for Assigned Employees

(to be signed by employee)

Assigned Employee Confidentiality Agreement
As a condition of my assignment by A1 BEST STAFFING to CLIENT, I hereby agree as follows:

I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment at CLIENT or which I learn about during such assignment.

I will not disclose or in any way reveal or disseminate any information pertaining to CLIENT or its operating methods and procedures that come to my attention as a result of this assignment.

Under no circumstances will I remove physical or electronic documents or copies of documents from the premises of CLIENT.

I understand that I will be responsible for any direct or consequential damages resulting from any violation of this Agreement.

The obligations of this Agreement will survive my employment by STAFFING FIRM.

EMPLOYEE	WITNESS
Signature	Signature
Printed Name	Printed Name
Date	Date

Optional Provisions

Reports
At no additional cost to CLIENT, A1 BEST STAFFING will generate and deliver to CLIENT the following reports, at the indicated intervals: N/A_____

Background Checks
At Staffing Firm expense, A1 BEST STAFFING will perform the following types of background/qualification checks for all employees which it selects for assignment to CLIENT and will not assign unqualified personnel to CLIENT: Rapid Criminal Background Check, Social Security Verification

On-Site Coordinator
A1 BEST STAFFING will be represented at CLIENT's premises by an On-Site Coordinator. CLIENT will have the continuing right to reasonably disapprove of the person designated for this role by A1 BEST STAFFING and to require a suitable replacement. A1 BEST STAFFING will also arrange for substitutes to cover the On-Site Coordinator's material absences during CLIENT's business or other operational hours. CLIENT will provide the On-Site Coordinator with the necessary office space, furnishings, and other resources as the parties may agree on from time to time. The On-Site Coordinator's duties will be as follows:
N/A_____

Guarantee
A1 BEST STAFFING guarantees that the Assigned Employees that A1 BEST STAFFING recruits and assigns to CLIENT will have the qualifications CLIENT requests. If CLIENT finds any Assigned Employee's qualifications or general work-related behavior lacking and lets A1 BEST STAFFING know within 24 hrs, A1 BEST STAFFING will not charge for the first 1 Hr. of the assignment and will make reasonable efforts to replace the Assigned Employee immediately.

Insurance
GIA Insurance will cover's A1 BEST STAFFING's operations for CLIENT
On CLIENT's request, A1 BEST STAFFING will give CLIENT certificates of the insurance coverage.

CLIENT-Recruited Employees
Assigned Employees are also CLIENT-Recruited Employees when, by prior arrangement with STAFFING FIRM, CLIENT recruits or otherwise identifies personnel whose services it needs and refers them to STAFFING FIRM,. there to be employed and assigned back to CLIENT. The terms of this Agreement will be modified with respect to CLIENT-Recruited Employees in the following ways:

Conversion Workout Period; Credit for Past Service
However, under option (a), the length of the required assignment continuation will be reduced by the Assigned Employee's prenotice work hours within the previous year for which CLIENT has paid or for which CLIENT has not yet been billed.

Minimum Hours Per Day
If CLIENT limits an Assigned Employee's work day to fewer than 8 hours, A1 BEST STAFFING may deem that day to include 8 hours of time worked and may bill CLIENT 8 hours if A1 BEST STAFFING pays the Assigned Employee for the 8 hours.

Late Payment Penalty
CLIENT agrees to pay net 15 upon receipt of invoice and to pay interest on any unpaid balances after 20 days from the date of receipt at the compounded rate of 1.18 % per day (Annual Percentage Rate) or the maximum legal rate, whichever is higher, calculated from the date of receipt.

No Staff Hire-Aways; Fee
CLIENT and A1 BEST STAFFING agree not to directly or indirectly employ or engage as an independent contractor any staff employee of the other party during the active term of this Agreement without the prior written consent of the other party. Any party violating this paragraph will pay to the other party a fee in the amount of 1.5% of the employee's annualized compensation with the new employer.

Financial Audit
Upon reasonable written notice, either party may, at its own expense, inspect the other party's financial records relating to this Agreement, and the audited party shall cooperate with such audit. Auditors who are not employees of the auditing party may be engaged for this purpose only with the consent of the audited party.

Nature of Relationship
The services that A1 BEST STAFFING will render to CLIENT under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between A1 BEST STAFFING and CLIENT.

Headings
The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They will in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

Arbitration
Any controversy or dispute between the parties arising out of this Agreement will be resolved by arbitration under the Federal Arbitration Act and before the American Arbitration Association (AAA) at the AAA location closest to STAFFING FIRM's office. The costs of arbitration will be shared equally by the parties. The arbitrator will have no authority to change any of the terms of this Agreement. All decisions of the arbitrator will be final and binding upon the parties. The prevailing party will be awarded reasonable attorney's fees incurred in the arbitration in addition to any other relief awarded. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Contract Interpretation
The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning of any provision of this Agreement.

Choice of Law
This agreement will be governed by and construed in accordance with the laws of the state of Texas, without reference to any conflicts of law principles thereof.

Assignment of Agreement
CLIENT shall not transfer or assign this Agreement without the written consent of STAFFING FIRM, and any attempted assignment without such consent shall immediately terminate this Agreement.

Staffing Firm Health Coverage Offered On Behalf Of Client
Although the parties intend that STAFFING FIRM and not CLIENT be deemed the common law employer (within the meaning of Treas. Reg. § 31.3401(c)-1(c)) of Assigned Employees and that such employees be deemed the common law employees of STAFFING FIRM and not CLIENT, the parties nevertheless intend to satisfy the requirements of Treas. Reg. § 54.4980H-4(b)(2), under which an offer of group health plan coverage made by STAFFING FIRM is treated as an offer of coverage by CLIENT for all purposes of Code § 4980H, provided that certain criteria are satisfied. Accordingly, CLIENT agrees to pay STAFFING FIRM, in addition to the rates set forth in Exhibit A, an additional fee in the amount of $(if applicable, to be determined) per month for each month during which an employee placed with CLIENT by STAFFING FIRM is enrolled in group health plan health coverage offered by STAFFING FIRM.

AGENDA ITEM #7.

TEXAS-NEW MEXICO POWER

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N. Garden Ridge Blvd
Lewisville, TX 75067-2691

July 1, 2016

Honorable Judge Mark Henry
722 Moody, 2nd Floor
Galveston, TX 77550

County: **Galveston**

Dear Honorable Judge Henry:

As required in House Bill 3059, Section 366.005, Texas-New Mexico Power Company hereby provides the enclosed new utility service connections for the county you represent.

If your office would prefer to receive these notifications by e-mail, please send that request to: lyn.sekiguchi@tnmp.com and we will set this up for you.

If you have any questions, please contact Lyn Sekiguchi at 214-222-4154.

Sincerely,

Stacy R. Whitehurst

Encl.

SRW/ls

Texas New Mexico Power Company

New Premise Turn-Ons
577 N. Garden Ridge Blvd
Lewisville, Texas 75067
Phone: 972-420-4189

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
355 COLUMBIA MEMORIAL PKY UNIT A	LEAGUE CITY TX 77573	28-JUN-2016	729830
3018 RUBY DR	TEXAS CITY TX 77591	22-JUN-2016	728541
1804 ANNA WAY	FRIENDSWOOD TX 77546	20-JUN-2016	727910
E 2555 LEAGUE CITY PKWY STE 120	LEAGUE CITY TX 77573	23-JUN-2016	729080
3019 AGUILA CREEK CT	LEAGUE CITY TX 77573	23-JUN-2016	729140
2812 BOTTIGLIA WAY	LEAGUE CITY TX 77573	23-JUN-2016	729141
E 2909 FM 517	DICKINSON TX 77539	29-JUN-2016	729952
355 COLUMBIA MEMORIAL PKY UNIT HM	LEAGUE CITY TX 77573	27-JUN-2016	729560
2602 TAYLOR PARK CT	LEAGUE CITY TX 77573	27-JUN-2016	729650
3101 CALIFORNIA ST TRLR 9	DICKINSON TX 77539	28-JUN-2016	729770
2809 LAKE POINTE DR	TEXAS CITY TX 77590	28-JUN-2016	729800
1601 TWIN KNOLLS LN	LEAGUE CITY TX 77573	17-JUN-2016	727250
1817 ANNA WAY	FRIENDSWOOD TX 77546	20-JUN-2016	727880
E 2855 LEAGUE CITY PKWY	LEAGUE CITY TX 77573	17-JUN-2016	727252
8213 QUARTZ LN	TEXAS CITY TX 77591	20-JUN-2016	727610
3902 HWY 146	TEXAS CITY TX 77590	20-JUN-2016	727760
4136 GUM DR	DICKINSON TX 77539	20-JUN-2016	727790
319 BOLTON DR	LEAGUE CITY TX 77573	29-JUN-2016	730041
6314 ROTHERHAM ST	LEAGUE CITY TX 77573	29-JUN-2016	730100
6312 ROTHERHAM ST	LEAGUE CITY TX 77573	29-JUN-2016	730101
6310 ROTHERHAM ST	LEAGUE CITY TX 77573	29-JUN-2016	730102
2536 DAVIS PRAIRIE LN	FRIENDSWOOD TX 77546	27-JUN-2016	729740

TEXAS-NEW MEXICO POWER

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N. Garden Ridge Blvd
Lewisville, TX 75067-2691

July 18, 2016

Honorable Judge Mark Henry
722 Moody, 2nd Floor
Galveston, TX 77550

County: **Galveston**

Dear Honorable Judge Henry:

As required in House Bill 3059, Section 366.005, Texas-New Mexico Power Company hereby provides the enclosed new utility service connections for the county you represent.

If your office would prefer to receive these notifications by e-mail, please send that request to: lyn.sekiguchi@tnmp.com and we will set this up for you.

If you have any questions, please contact Lyn Sekiguchi at 214-222-4154.

Sincerely,

Stacy R. Whitehurst

Encl.

SRW/ls

Texas New Mexico Power Company

New Premise Turn-Ons
577 N. Garden Ridge Blvd
Lewisville, Texas 75067
Phone: 972-420-4189

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
5217 BRIGANTINE CAY CT	TEXAS CITY TX 77590	11-JUL-2016	732052
5201 ALLEN CAY	TEXAS CITY TX 77590	11-JUL-2016	732053
2337 7TH N AVE	TEXAS CITY TX 77590	14-JUL-2016	732950
4403 38TH ST	DICKINSON TX 77539	14-JUL-2016	732951
4407 38TH ST	DICKINSON TX 77539	14-JUL-2016	732980
625 26TH N AVE	TEXAS CITY TX 77590	14-JUL-2016	733010
633 26TH N AVE	TEXAS CITY TX 77590	14-JUL-2016	733040
601 26TH N AVE	TEXAS CITY TX 77590	11-JUL-2016	732110
8210 SUNSTONE CT	TEXAS CITY TX 77591	14-JUL-2016	733070
8213 SUNSTONE CT	TEXAS CITY TX 77591	14-JUL-2016	733071
8305 SUNSTONE CT	TEXAS CITY TX 77591	14-JUL-2016	733072
3010 RUBY DR	TEXAS CITY TX 77591	14-JUL-2016	733073
2620 MYSTIC SPRINGS LN	LEAGUE CITY TX 77573	07-JUL-2016	731570
2272 QUIET BLUFF LN	LEAGUE CITY TX 77573	07-JUL-2016	731600
2277 QUIET BLUFF LN	LEAGUE CITY TX 77573	07-JUL-2016	731601
3054 TAWAKONI CANYON LN	LEAGUE CITY TX 77573	07-JUL-2016	731630
3101 CALIFORNIA ST TRLR 4	DICKINSON TX 77539	12-JUL-2016	732351
2409 DRY STONE CT	FRIENDSWOOD TX 77546	07-JUL-2016	731420
2524 ROYAL FIELD LN	FRIENDSWOOD TX 77546	05-JUL-2016	731000
2401 DRY STONE CT	FRIENDSWOOD TX 77546	13-JUL-2016	732620
E 2555 LEAGUE CITY PKWY STE 130	LEAGUE CITY TX 77573	13-JUL-2016	732895
407 HAWKS VIEW DR	LA MARQUE TX 77568	13-JUL-2016	732891
401 HAWKS VIEW DR	LA MARQUE TX 77568	13-JUL-2016	732892
403 HAWKS VIEW DR	LA MARQUE TX 77568	13-JUL-2016	732893
405 HAWKS VIEW DR	LA MARQUE TX 77568	13-JUL-2016	732894
3005 AGUILA CREEK CT	LEAGUE CITY TX 77573	05-JUL-2016	730910
317 OLDHAM ST	LEAGUE CITY TX 77573	05-JUL-2016	730970
8320 QUARTZ LN	TEXAS CITY TX 77591	07-JUL-2016	731720

Texas New Mexico Power Company

New Premise Turn-Ons
577 N. Garden Ridge Blvd
Lewisville, Texas 75067
Phone: 972-420-4189

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
3033 MONTICELLO PINES LN	LEAGUE CITY TX 77573	11-JUL-2016	731960
312 OLDHAM ST	LEAGUE CITY TX 77573	11-JUL-2016	731990
2274 QUIET BLUFF LN	LEAGUE CITY TX 77573	11-JUL-2016	731991
320 OLDHAM ST	LEAGUE CITY TX 77573	13-JUL-2016	732860
6302 WATFORD DR	LEAGUE CITY TX 77573	13-JUL-2016	732890
S 1106 FRIENDSWOOD DR UNIT A	FRIENDSWOOD TX 77546	11-JUL-2016	732230
S 1106 FRIENDSWOOD DR UNIT B2	FRIENDSWOOD TX 77546	11-JUL-2016	732231
2508 ROYAL FIELD LN	FRIENDSWOOD TX 77546	12-JUL-2016	732380
2808 BOTTIGLIA WAY	LEAGUE CITY TX 77573	15-JUL-2016	733370
327 OLDHAM ST	LEAGUE CITY TX 77573	15-JUL-2016	733371
2402 LAKE SHADOWS LN	FRIENDSWOOD TX 77546	13-JUL-2016	732710
2415 LAKE SHADOWS LN	FRIENDSWOOD TX 77546	13-JUL-2016	732711
2426 LAKE SHADOWS LN	FRIENDSWOOD TX 77546	13-JUL-2016	732712
W 6011 MAIN ST UNIT A104	LEAGUE CITY TX 77573	12-JUL-2016	732560
3200 GULF FWY UNIT SIGN	LA MARQUE TX 77568	06-JUL-2016	731240
1900 TEXAS AVE	TEXAS CITY TX 77590	06-JUL-2016	731270
6002 ALLEN AVE UNIT A	TEXAS CITY TX 77591	06-JUL-2016	731300
3002 RUBY DR	TEXAS CITY TX 77591	06-JUL-2016	731360

TEXAS-NEW MEXICO POWER

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N. Garden Ridge Blvd
Lewisville, TX 75067-2691

August 1, 2016

Honorable Judge Mark Henry
722 Moody, 2nd Floor
Galveston, TX 77550

County: **Galveston**

Dear Honorable Judge Henry:

As required in House Bill 3059, Section 366.005, Texas-New Mexico Power Company hereby provides the enclosed new utility service connections for the county you represent.

If your office would prefer to receive these notifications by e-mail, please send that request to: lyn.sekiguchi@tnmp.com and we will set this up for you.

If you have any questions, please contact Lyn Sekiguchi at 214-222-4154.

Sincerely,

Stacy R. Whitehurst

Encl.

SRW/ls

Texas New Mexico Power Company

New Premise Turn-Ons
577 N. Garden Ridge Blvd
Lewisville, Texas 75067
Phone: 972-420-4189

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
4209 COUNTRY CLUB DR	DICKINSON TX 77539	26-JUL-2016	735024
4213 COUNTRY CLUB DR	DICKINSON TX 77539	26-JUL-2016	735025
8014 COLLEGE AVE	TEXAS CITY TX 77591	26-JUL-2016	735350
405 TURQUOISE TRADE DR	LA MARQUE TX 77568	22-JUL-2016	734720
404 HAWKS VIEW DR	LA MARQUE TX 77568	22-JUL-2016	734721
403 TURQUOISE TRADE DR	LA MARQUE TX 77568	22-JUL-2016	734750
401 TURQUOISE TRADE DR	LA MARQUE TX 77568	22-JUL-2016	734751
1833 ANNA WAY	FRIENDSWOOD TX 77546	26-JUL-2016	735260
1604 LONGWOOD GLEN LN	FRIENDSWOOD TX 77546	26-JUL-2016	735290
1600 LONGWOOD GLEN LN	FRIENDSWOOD TX 77546	26-JUL-2016	735320
2408 DRY STONE CT	FRIENDSWOOD TX 77546	26-JUL-2016	735351
314 BOLTON DR	LEAGUE CITY TX 77573	29-JUL-2016	736190
103 SHADWELL LN	FRIENDSWOOD TX 77546	21-JUL-2016	734420
1813 ANNA WAY	FRIENDSWOOD TX 77546	21-JUL-2016	734450
306 MELODY LN	FRIENDSWOOD TX 77546	21-JUL-2016	734451

Texas New Mexico Power Company

New Premise Turn-Ons
577 N. Garden Ridge Blvd
Lewisville, Texas 75067
Phone: 972-420-4189

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
W 628 FM 517	DICKINSON TX 77539	18-JUL-2016	733460
1805 AVERY LN	FRIENDSWOOD TX 77546	20-JUL-2016	734120
1821 ANNA WAY	FRIENDSWOOD TX 77546	20-JUL-2016	734000
6315 ROTHERHAM ST	LEAGUE CITY TX 77573	21-JUL-2016	734330
6228 WATFORD DR	LEAGUE CITY TX 77573	21-JUL-2016	734331
311 OLDHAM ST	LEAGUE CITY TX 77573	28-JUL-2016	735860
1613 KALETA PASS LN	LEAGUE CITY TX 77573	28-JUL-2016	735861
1501 7TH ST	LEAGUE CITY TX 77573	20-JUL-2016	734091
3017 AGUILA CREEK CT	LEAGUE CITY TX 77573	20-JUL-2016	734092
6308 WATFORD DR	LEAGUE CITY TX 77573	20-JUL-2016	734150
8310 SUNSTONE CT	TEXAS CITY TX 77591	18-JUL-2016	733640
1504 TALLOW CHASE CT	FRIENDSWOOD TX 77546	20-JUL-2016	734090
4137 COUNTRY CLUB DR	DICKINSON TX 77539	26-JUL-2016	735020
4189 COUNTRY CLUB DR	DICKINSON TX 77539	26-JUL-2016	735021
4193 COUNTRY CLUB DR	DICKINSON TX 77539	26-JUL-2016	735022
4197 COUNTRY CLUB DR	DICKINSON TX 77539	26-JUL-2016	735023
3003 AGUILA CREEK CT	LEAGUE CITY TX 77573	25-JUL-2016	734930
312 BOLTON DR	LEAGUE CITY TX 77573	25-JUL-2016	734960
313 OLDHAM ST	LEAGUE CITY TX 77573	25-JUL-2016	734961
840 1/2 DICKINSON AVE UNIT BARN	LEAGUE CITY TX 77573	25-JUL-2016	734990
7525 TOPAZ WAY	TEXAS CITY TX 77591	28-JUL-2016	735710
6530 HWY 1765	TEXAS CITY TX 77591	28-JUL-2016	735800
2610 18TH N ST	TEXAS CITY TX 77590	28-JUL-2016	735801
1520 7TH ST	LEAGUE CITY TX 77573	28-JUL-2016	735890
2405 FLORIDA AVE	LEAGUE CITY TX 77573	28-JUL-2016	735950
2451 GULF S FWY	LEAGUE CITY TX 77573	26-JUL-2016	735051
3034 TAWAKONI CANYON LN	LEAGUE CITY TX 77573	26-JUL-2016	735081
2696 CALDER DR	LEAGUE CITY TX 77573	26-JUL-2016	735110

TEXAS-NEW MEXICO POWER

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N. Garden Ridge Blvd
Lewisville, TX 75067-2691

August 15, 2016

Honorable Judge Mark Henry
722 Moody, 2nd Floor
Galveston, TX 77550

County: **Galveston**

Dear Honorable Judge Henry:

As required in House Bill 3059, Section 366.005, Texas-New Mexico Power Company hereby provides the enclosed new utility service connections for the county you represent.

If your office would prefer to receive these notifications by e-mail, please send that request to: lyn.sekiguchi@tnmp.com and we will set this up for you.

If you have any questions, please contact Lyn Sekiguchi at 214-222-4154.

Sincerely,

Stacy R. Whitehurst

Encl.

SRW/ls

Texas New Mexico Power Company

New Premise Turn-Ons
577 N. Garden Ridge Blvd
Lewisville, Texas 75067
Phone: 972-420-4189

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
3021 AGUILA CREEK CT	LEAGUE CITY TX 77573	02-AUG-2016	736761
S 2755 GULF FWY	LEAGUE CITY TX 77573	02-AUG-2016	736822
E 1355 LEAGUE CITY PKWY STE 600	LEAGUE CITY TX 77573	03-AUG-2016	737030
6304 WATFORD DR	LEAGUE CITY TX 77573	09-AUG-2016	738260
6306 WATFORD DR	LEAGUE CITY TX 77573	09-AUG-2016	738261
2114 SAN MIGUEL DR	FRIENDSWOOD TX 77546	09-AUG-2016	738320
8 ELLIS RD UNIT GARAGE	LEAGUE CITY TX 77573	02-AUG-2016	736850
2404 DRY STONE CT	FRIENDSWOOD TX 77546	01-AUG-2016	736285
322 1/2 HOBBS RD	LEAGUE CITY TX 77573	09-AUG-2016	738140
2816 OHIO AVE	LEAGUE CITY TX 77573	09-AUG-2016	738230

Texas New Mexico Power Company

New Premise Turn-Ons
577 N. Garden Ridge Blvd
Lewisville, Texas 75067
Phone: 972-420-4189

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
1836 ANNA WAY	FRIENDSWOOD TX 77546	01-AUG-2016	736281
3032 MONTICELLO PINES LN	LEAGUE CITY TX 77573	08-AUG-2016	737990
2601 MYSTIC SPRINGS LN	LEAGUE CITY TX 77573	08-AUG-2016	737991
2286 OAK LEAF TRAIL LN	LEAGUE CITY TX 77573	08-AUG-2016	738021
2283 RISING BAY CT	LEAGUE CITY TX 77573	08-AUG-2016	738050
2500 ROYAL FIELD LN	FRIENDSWOOD TX 77546	01-AUG-2016	736286
104 DIAMOND LN	FRIENDSWOOD TX 77546	10-AUG-2016	738440
6002 ALLEN AVE UNIT B	TEXAS CITY TX 77591	02-AUG-2016	736640
417 EDGAR ST	LA MARQUE TX 77568	02-AUG-2016	736670
2512 ROYAL FIELD LN	FRIENDSWOOD TX 77546	01-AUG-2016	736287
1509 TALLOW CHASE CT	FRIENDSWOOD TX 77546	01-AUG-2016	736310
1809 AUSTIN CREEK	FRIENDSWOOD TX 77546	03-AUG-2016	736970
W 1507 LEAGUE CITY PKWY UNIT 200	LEAGUE CITY TX 77573	01-AUG-2016	736400
6002 ALLEN AVE UNIT C	TEXAS CITY TX 77591	02-AUG-2016	736700
6002 ALLEN AVE UNIT D	TEXAS CITY TX 77591	02-AUG-2016	736701
6002 ALLEN AVE UNIT E	TEXAS CITY TX 77591	02-AUG-2016	736702
6002 ALLEN AVE UNIT F	TEXAS CITY TX 77591	02-AUG-2016	736703
2824 FOREST POINT DR	LEAGUE CITY TX 77573	03-AUG-2016	737060
3051 MONTICELLO PINES LN	LEAGUE CITY TX 77573	01-AUG-2016	736580
1139 TEXAS AVE	TEXAS CITY TX 77590	05-AUG-2016	737421
308 STOCKPORT DR	LEAGUE CITY TX 77573	11-AUG-2016	739070
309 STOCKPORT DR	LEAGUE CITY TX 77573	11-AUG-2016	739071
310 STOCKPORT DR	LEAGUE CITY TX 77573	11-AUG-2016	739100
402 STOCKPORT DR	LEAGUE CITY TX 77573	11-AUG-2016	739101
2508 GULF S FWY STE 110	LEAGUE CITY TX 77573	12-AUG-2016	739130
8113 QUARTZ LN	TEXAS CITY TX 77591	11-AUG-2016	738740
210 DUROUX	LA MARQUE TX 77568	11-AUG-2016	739040
323 STOCKPORT DR	LEAGUE CITY TX 77573	02-AUG-2016	736760

AGENDA ITEM #8.

COUNTY OF GALVESTON

On this the 30th day of August, 2016, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge
Ryan L. Dennard, Commissioner, Precinct No. 1
Joe Giusti, Commissioner, Precinct No. 2
Stephen Holmes, Commissioner, Precinct No. 3
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight Sullivan, County Clerk

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

Whereas, on July 31, 2016, after thirty-two (32) years of dedicated public service to the County, one of Galveston County's most dedicated, reliable, and devoted public servants, **Tracey Williams**, retired from her position as **Family Service Clerk** from the **District Clerk's Office**; and

Whereas, Tracey began her career with Galveston County in July 1984 for the Tax Office as a Voter Registration Clerk then she moved to an Accounting Clerk. With time she went to work for the District Clerk and over the years, due to her skill and ability she worked as a Civil Clerk, Jury Coordinator, CPS/Juvenile back-up clerk, Criminal Coder, and finally as a Family Service Clerk. Regardless of the position she held within the District Clerk's Office, **Tracey** was regarded as a tremendous asset and a treasure; and

Whereas, Tracey's presence within the District Clerk's Office has been described as "a blessing" by her co-workers. With her knowledge, she taught her peers as well as attorneys and members of the public who eagerly sought her guidance and advice. Her attention to detail in performing her many duties was nothing short of incredible; and

Whereas, Tracey's retirement left a void in the hearts of the people she has served for so long and so well. Her many years of hard work, her smiles, and laughter will remain in the memories of all who work in the District Clerk's Office. Everything seemed to run more smoothly while **Tracey Williams** was on the job; and

Whereas, the **Commissioners' Court of Galveston County** desires to express its appreciation to **Tracey Williams** for her long and faithful service to the Galveston County and the public and wishes her much luck in all her future endeavors.

Now, Therefore Be it Resolved, that the **Commissioners' Court of Galveston County** issues this Resolution of Appreciation to **Tracey Williams**, thanking her for her many years of dedicated and unselfish devotion to all citizens of Galveston County.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this 30th day of August, 2016.

Attest:

County of Galveston, Texas

By:

Dwight D. Sullivan, County Clerk

Mark A. Henry, County Judge

Ryan L. Dennard, Comm., Pct. #1

Stephen D. Holmes, Comm., Pct. #3

Joe Giusti, Comm., Pct. #2

Kenneth Clark, Comm., Pct. #4

AGENDA ITEM #9.

COUNTY OF GALVESTON
Professional Services Department

DAVID M. DELAC, CHIEF FINANCIAL OFFICER

CDBG Housing Department
CDBG Non-Housing
Child Welfare
Fleet
Grants/FEMA

Budget
Financial Assistance
Guardianship Program
Indigent Burials
Indigent Health Care

MEMORANDUM

To: **Galveston County Commissioners' Court**
From: **Betsy Thomas, Grants Manager**
Court Date: **August 15, 2016**
RE: **FEMA SRIA PW #15158**
Remove Gum Bayou Tributary Detention Pond

BACKGROUND

Galveston County's FEMA SRIA PW #15158 is valued at $24,798,314.64. To date, the County has requested twenty-four projects (24) at a total of $24,049,119.00, including allowable Direct Administrative Costs (DAC). Galveston County received approval for eleven (11) of those projects and they are either complete or nearing completion. We continue to wait on the official approval letter on the remaining thirteen (13) projects.

SUMMARY

At the August 2, 2016 meeting, Commissioners' Court approved the submission of the Gum Bayou Tributary Detention Project under the CDBG Round 1 Grant Program. This agenda item is seeking Commissioners' Court approval to remove the Gum Bayou project from the PW #15158 Project List due to its being added to the CDBG Project List. This will allow for the Medical Examiner's Facility Rebuild to be considered for FEMA SRIA PW #15158 submission as provided in the next agenda item.

722 Moody, 3rd Floor • Galveston, TX 77550 • 409-770-5398 or 409-770-5543 • Fax 409-765-3242

Project	Amount	Status
Seawall Endcap Replacement and Sealing	$229,337.00	Complete
Seawall Endcap Repair	$1,688,911.00	Complete
Jack Brooks Park Road	$2,086,073.00	Complete
San Leon Roads	$2,485,172.00	Amendment Pending
61st Street Boat Ramp	$1,997,398.00	Nearing Completion
Constable Vehicles	$333,968.25	Complete
County Clerk Vehicle	$37,933.00	Complete
District Attorney Vehicles	$33,321.50	Complete
Parks & Cultural Services Vehicle and Equipment	$146,984.40	Complete
Road & Bridge Vehicles and Equipment	$1,242,853.80	Complete
Sheriff Vehicles	$1,264,685.21	Complete
Bayshore & Gregory Park Pavilions	$214,736	Awaiting FEMA Approval
North County Annex Parking Expansion	$67,016.00	Awaiting FEMA Approval
Gum Bayou Tributary Detention Pond	**$4,752,987.00**	FEMA Environmental Review
Medical Examiner's Office Repairs	$180,388.00	Awaiting FEMA Approval
Juvenile Justice Center HVAC / AHU	$98,753.00	Awaiting FEMA Approval
Texas City Annex AHU and Foundation Repair	$399,948.00	Awaiting FEMA Approval
Seawall Rip Rap Repair	$2,416,383.00	Awaiting FEMA Approval
9th & 11th Avenue Drainage	$738,830.00	Awaiting FEMA Approval
10th Street Reconstruction	$586,252.61	Awaiting FEMA Approval
N-16 Drainage Ditch Improvement	$736,176.45	FEMA Environmental Review
64 Acre Park Access Road	$454,406.26	FEMA Environmental Review
Baycliff Villas Drainage Restoration	$563,106.00	Awaiting FEMA Approval
Galveston Gateway Sign	$580,492.50	Awaiting FEMA Approval
Additional Funding Request for San Leon Roads Project	$700.354.00	Awaiting FEMA Approval
DAC	$12,654.00	
TOTAL	**$24,049,119.98**	

RECOMMENDATIONS

The Grants Manager asks the Court to consider approval for the removal of the Gum Bayou Tributary Detention Pond Project from the FEMA SRIA PW #15158 Project List.

AGENDA ITEM #10.

COUNTY OF GALVESTON
Professional Services Department

DAVID M. DELAC, CHIEF FINANCIAL OFFICER

CDBG Housing Department
CDBG Non-Housing
Child Welfare
Fleet
Grants/FEMA

Budget
Financial Assistance
Guardianship Program
Indigent Burials
Indigent Health Care

MEMORANDUM

To: **Galveston County Commissioners' Court**

From: **Betsy Thomas, Grants Manager**

Court Date: **August 15, 2016**

RE: **FEMA SRIA PW #15158**
Add Medical Examiner's Facility Rebuild

BACKGROUND

Galveston County's FEMA SRIA PW #15158 is valued at $24,798,314.64. With the removal of the Gum Bayou Tributary Detention Pond Project from the Project Worksheet, the County request total would be $19,296,132.98. To date, the County has requested twenty-four projects (24) at a total of $24,049,119.00, including allowable Direct Administrative Costs (DAC). Galveston County received approval for eleven (11) of those projects and they are either complete or nearing completion. We continue to wait on the official approval letter on the remaining thirteen (13) projects.

SUMMARY

At the August 2, 2016 meeting, Commissioners' Court approved the submission of the Gum Bayou Tributary Detention Project under the CDBG Round 1 Program. A previous Agenda Item sought approval to remove the Gum Bayou Project from the FEMA SRIA PW #15158 list. With the removal of that project, funding becomes available under the PW for the Medical Examiners Facility Rebuild Project, which is estimated at $5,756,926.17. The PW #15158 request would ask for $5,502,181.66 of that estimated cost and leave-open the possibility for additional funding through cost-sharing with the other twenty-three (23) projects in the Project Worksheet.

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Project	Amount	Status
Seawall Endcap Replacement and Sealing	$229,337.00	Complete
Seawall Endcap Repair	$1,688,911.00	Complete
Jack Brooks Park Road	$2,086,073.00	Complete
San Leon Roads	$2,485,172.00	On-Hold - Pending Amendment with FEMA
61st Street Boat Ramp	$1,997,398.00	Nearing Completion
Constable Vehicles	$333,968.25	Complete
County Clerk Vehicle	$37,933.00	Complete
District Attorney Vehicles	$33,321.50	Complete
Parks & Cultural Services Vehicle and Equipment	$146,984.40	Complete
Road & Bridge Vehicles and Equipment	$1,242,853.80	Complete
Sheriff Vehicles	$1,264,685.21	Complete
Bayshore & Gregory Park Pavilions	$214,736	Awaiting FEMA Approval
North County Annex Parking Expansion	$67,016.00	Awaiting FEMA Approval
~~**Gum Bayou Tributary Detention Pond**~~	$4,752,987.00	FEMA Environmental Review
Medical Examiner's Office Repairs	$180,388.00	Awaiting FEMA Approval
Juvenile Justice Center HVAC / AHU	$98,753.00	Awaiting FEMA Approval
Texas City Annex AHU and Foundation Repair	$399,948.00	Awaiting FEMA Approval
Seawall Rip Rap Repair	$2,416,383.00	Awaiting FEMA Approval
9th & 11th Avenue Drainage	$738,830.00	Awaiting FEMA Approval
10th Street Reconstruction	$586,252.61	Awaiting FEMA Approval
N-16 Drainage Ditch Improvement	$736,176.45	FEMA Environmental Review
64 Acre Park Access Road	$454,406.26	FEMA Environmental Review
Baycliff Villas Drainage Restoration	$563,106.00	Awaiting FEMA Approval
Galveston Gateway Sign	$580,492.50	Awaiting FEMA Approval
DAC	$12.654.00	
OLD TOTAL	**$24,049,119.98**	
Removal of Gum Bayou Project	**-$4,752,987.00**	**Removed by County**
REVISED TOTAL	**$19,296,132.98**	
Medical Examiner's Facility Rebuild	**$5,502,181.66**	**New Request**
NEW TOTAL	**$24,798,314.64**	

RECOMMENDATIONS

The Grants Manager asks the Court to consider approval to add the Medical Examiner's Facility Rebuild to the FEMA SRIA PW #15158 Project Request List.

Galveston County Architect

Project Estimate - Medical Examiner LaMarque

Medical Examiner

FUND	DIVISION	OBJECT CODE	DESCRIPTION	26-Apr Estimate
			Construction Contracts (raw cost)	$2,667,194
			General Conditions and OH&P (18%)	$480,095
			Owners Contingency (15% Constr. Est.)	$472,093
			Market Escalation (10% Constr. Est.)	$361,938
			Architect/Engineering - Study/Program	$67,440
			Architect/Engineering	$432,278
			Furniture, Fittings, & Equipment	$250,000
			Special Equipment	$1,025,888
			Prof Services (Materials Test etc.)	$30,000
			Purchase of property	$0
			Project Total	**$5,756,926**

AGENDA ITEM #11.

COUNTY OF GALVESTON
Professional Services Department

DAVID M. DELAC, CHIEF FINANCIAL OFFICER

CDBG Housing Department
CDBG Non-Housing
Child Welfare
Fleet
Grants/FEMA

Budget
Financial Assistance
Guardianship Program
Indigent Burials
Indigent Health Care

MEMORANDUM

To: **Galveston County Commissioners' Court**

From: **Betsy Thomas, Grants Manager**

Court Date: **August 30, 2016**

RE: **FY 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Annual Allocation Grant Award**

BACKGROUND

Each year Congress appropriates funding for the Edward Byrne Memorial Justice Assistance Grant Program. The US Bureau of Justice Statistics determines distribution through a formula that takes violent crime statistics and population into account. Eligible jurisdictions can change every year and the funds are distributed to those communities in need of additional assistance meeting needs.

In recent years, Galveston County, the City of Galveston and the City of Texas City have qualified and equally shared a JAG allocation. Galveston County serves as the applicant and fiscal agent for these three jurisdictions.

SUMMARY

Congressional JAG allocations for FY 2016 were announced in May and the application was submitted in June. The grant was awarded on August 10th and the combined award for three eligible entities for Galveston County is shown below.

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FINANCIAL SUMMARY

TOTAL AWARD	$32,441.00	(10/1/16 – 9/30/19)
Galveston County	$10,813.00	
City of Galveston County	$10,814.00	
City of Texas City	$10,814.00	
REQUIRED COUNTY MATCH	$0.00	

RECOMMENDATIONS

The Grants Manager asks the Court to consider acceptance of the FY 2016 Edward Byrne Memorial Justice Assistance Grant and authorize County Judge to sign required documents.

ATTACHEMENTS

Required Application Documents for signature:

- ☐ US Department of Justice – Bureau of Justice Assistance Grant Signature Page

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

Grant Award/Agreement

Court Date: 8.30.2016		**Department:** Grants Management				
Grant Agency: US Department of Justice				**Funding Source:** Edward Brne Memorial Justice Assistance Grant (JAG)		
Grant Start Date:	10.1.2016	**Program Year:**	FY17		**Renewal Grant:**	YES
Grant End Date:	9.30.2019	**Program End Date:**		ongoing	**Contract #**	**2016-H1810-TX-RJ**
Description:	FY 2016 JAG Allocation Grant Funds					
Grant Organization Keys: **2975 Justice Assistance Grant** 200008 Federal Grant				**Grant Type:**	Formula	

Expenditure Type	Grant (Other) Funded	County Funded	Total Budget
Salary & Benefit		$ -	$ -
Non-Labor	$ 32,441.00		$ 32,441.00
Indirect/Admin Costs		$ -	$ -
Not Yet Determined		$ -	$ -
Totals:	$ 32,441.00	$ -	$ 32,441.00

	FY14	FY15	FY16	FY17	After FY17	Total
County Funding Requested:						
County Funding Budgeted:						$ -

County Funding Source:	**Fund:** No Mandatory Grant Match **Division:**

Approved By:	**Signature**	**Date**
Department Director:		8/11/16
Grants Manager:	Betsy Thomas	
Director of Finance:		8/11/16
Auditor:		8/15/16

U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 10, 2016

The Honorable Mark A. Henry
Galveston County
722 Moody
Galveston, TX 77550

Dear Judge Henry:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of $32,441 for Galveston County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Carrie Booth, Program Manager at (202) 305-7426; and

- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell
Director

Enclosures

OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

August 10, 2016

The Honorable Mark A. Henry
Galveston County
722 Moody
Galveston, TX 77550

Dear Judge Henry:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocr/vawafaqs.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions.
Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmisson@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,

Michael L. Alston

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
Galveston County
722 Moody
Galveston, TX 77550

4. AWARD NUMBER: 2016-DJ-BX-0322

5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2019
BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2019

6. AWARD DATE 08/10/2016

7. ACTION
Initial

2a. GRANTEE IRS/VENDOR NO.
746000909

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
081507709

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
FY 16 JAG Program

10. AMOUNT OF THIS AWARD $ 32,441

11. TOTAL AWARD $ 32,441

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT
GPRS

AGENCY APPROVAL

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL
Denise O'Donnell
Director

17. SIGNATURE OF APPROVING OFFICIAL
Denise O'Donnell

GRANTEE ACCEPTANCE

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
Mark A. Henry
Judge

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		32441

21. RDJUGT0079

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

4. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

SPECIAL CONDITIONS

5. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at http://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at http://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

6. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.
The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

7. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

8. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

SPECIAL CONDITIONS

9. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.

10. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at http://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

14. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

SPECIAL CONDITIONS

15. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

16. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig.

SPECIAL CONDITIONS

17. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

SPECIAL CONDITIONS

18. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

    The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

    The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

    Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

19. Encouragement of policies to ban text messaging while driving

    Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

20. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

21. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

22. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

SPECIAL CONDITIONS

23. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

24. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

25. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

26. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

27. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

28. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

29. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

30. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

SPECIAL CONDITIONS

31. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal, State, and tribal law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive ("sole source") procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently $150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the DOJ Grants Financial Guide.

32. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

33. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

    The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
    a. New construction;
    b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
    c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
    d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
    e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

    The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

    Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

34. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.

SPECIAL CONDITIONS

35. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

36. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

37. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

38. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

39. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

40. Award recipients must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

41. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

42. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at https://www.bja.gov/Login.aspx to access the Success Story Submission form. If you do not yet have a My BJA account, please register at https://www.bja.gov/profile.aspx. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at https://www.bja.gov/SuccessStoryList.aspx.

SPECIAL CONDITIONS

43. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf

44. The recipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

45. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf

46. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.

47. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf.

48. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

    a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
    b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
    c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

    Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

SPECIAL CONDITIONS

49. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Galveston County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:
a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

U.S. Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2016-DJ-BX-0322

This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Carrie Booth
(202) 305-7426

2. PROJECT DIRECTOR (Name, address & telephone number)

Betsy Thomas
Grants Manager
722 Moody
Suite 317
Galveston, TX 77550-2301
(409) 770-5355

3a. TITLE OF THE PROGRAM

2016 Edward Byrne Memorial Justice Assistance Grant Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

FY 16 JAG Program

5. NAME & ADDRESS OF GRANTEE

Galveston County
722 Moody
Galveston, TX 77550

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2015 TO: 09/30/2019

8. BUDGET PERIOD

FROM: 10/01/2015 TO: 09/30/2019

9. AMOUNT OF AWARD

$ 32,441

10. DATE OF AWARD

08/10/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The disparate jurisdictions will use the 2016 JAG funds to purchase equipment for law enforcement. Specific purchases will include ballistic helmets, tactical equipment, and tactical patrol equipment. The goal is to reduce crime, violence, recidivism, and enhance community safety. NCA/NCF

AGENDA ITEM #12.

COUNTY OF GALVESTON
Professional Services Department

DAVID M. DELAC, CHIEF FINANCIAL OFFICER

CDBG Housing Department
CDBG Non-Housing
Child Welfare
Fleet
Grants/FEMA

Budget
Financial Assistance
Guardianship Program
Indigent Burials
Indigent Health Care

MEMORANDUM

To: **Galveston County Commissioners' Court**

From: **Betsy Thomas, Grants Manager**

Court Date: **August 30, 2016**

RE: **Sheriff's Office – Auto Crimes Task Force**
City of La Marque FY 2017 Interlocal Agreement

BACKGROUND

The Galveston County Auto Crimes Task Force (ACTF) was formed in 1993 and since that time the county has seen a 68% reduction in auto theft. The ACTF serves all cities and points within Galveston County. In 2007, the ACTF was tasked with Burglaries to Motor Vehicles (BMV) and since that time the County has seen a 27% reduction, which can be directly attributed to the efforts of the ACTF such as: public awareness campaigns, License Plate Reader (LPR) patrols, surveillance programs, bait vehicle operations as well as auto crimes training for licensed peace officers in agencies across the county.

The Galveston County Auto Crimes Task Force is comprised of officers and personnel from multiple jurisdictions within the county. For FY 2017, the ACTF will specifically utilize officers from: the Galveston County Sheriff's Office, the Galveston County Constable #8's Office, the City of Galveston Police Department, the City of La Marque Police Department and the City of Hitchcock Police Department. That partnership is made official through the attached Interagency Agreement with each outside agency.

The Galveston County ACTF receives a grant from the Automobile Burglary and Theft Prevention Agency and the Interlocal Agreements with local jurisdictions helps meet the 20% mandatory match for the grant.

SUMMARY

The attached agreements solidify the partnership between Galveston County and the Cities of Galveston, La Marque and Hitchcock to specify matching contributions to the project for FY 2016 through the dedication of officer hours to the task force.

INTERAGENCY AGREEMENT FINANCIAL SUMMARY

FY 2017 ATBPA Grant	$478,097.00
County Contribution	$145,120.00 (Grant Funds and In-Kind)
City of Galveston Contribution	$29,950.00
City of La Marque Contribution	$22,500.00
City of Hitchcock Contribution	$16,300.00

Note: The FY 2017 ABTPA Grant was awarded and accepted by this Court at their August 19th Regular Meeting. That grant is for $487,097.00. The County has a mandatory 20% ($97,580.40) match to that grant, which is met by ACTF salary and fringe.

RECOMMENDATIONS

The Grants Manager asks the Court to consider approval of the Interlocal Agreement with the City of La Marque and authorize the County Judge's signature on the required documents.

ATTACHEMENTS

Required Documents for signature:

- ☐ Interagency Agreement – City of La Marque

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 8.19.2016	2. Contract Type: Expense Revenue (Other)	3. Renewal Contract: (Yes) No
4. Department Name: Sheriff's Department - Auto Crimes Task Force	5. Department Contact:	Ruben Barrow x4501
6. Description:	City of La Marque - FY 2017 Interlocal Agreement for the Galveston County Auto Crimes Task Force	
7. IFAS PEID No: 033209	8. IFAS Req No:	9. Orgkey: 2864211261 / 10. Object Code: 5415200
11. Vendor: ~~City of Galveston~~ La Marque		12. Vendor Contract No: NA
13. Requested Legal Review: Yes / No (Explain if No)	YES	

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
N/A	Grant	Match Commitment through participation.					
22. Totals:		-	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 9/1/16	Auto Renewal Contract: Yes / (No)	Bid No: N/A
Contract End Date: 8/31/17	Contract # Issued By Purchasing:	CM16252

Approved By:	Signature	Date
Department Head:	Henry Lerchmont	8/19/16
Purchasing Agent:		8-23-16
County Legal:		08/22/2016

Contract listed in Budget Documentation: YES NO

County Budget Office:		8/23/16

Budget Available ~~and Funds are~~ will be Available: YES NO

County County Auditor: by Kristi Bulanek 8/23/16

Interlocal Agreement
State of Texas

This Agreement is entered into by and between the **County of Galveston**, a political subdivision of the State of Texas, hereinafter referred to as **"County"** and the **City of La Marque**, a municipal corporation situated in County, Texas, hereinafter called **"City"** pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the County of Galveston and City of La Marque have the objective to participate in a combined task force funded by the Automobile Burglary and Theft Prevention Authority of the State of Texas, in the amount of $478,097 for the Galveston County Auto Crimes Task Force, and,

WHEREAS, the City has agreed to contribute the total of $22,500 in matching funds if said grant extension is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the County and City believe it to be in their best interests to continue a *multijurisdictional ABTPA Task Force*; and

WHEREAS, the County and City agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE
1 .01 The purpose of this Agreement is to allow the County to file an extension to the grant with the Automobile Burglary and Theft Prevention Authority, which extension is attached hereto as Exhibit "A" and made a part hereof for all purposes.

ARTICLE II. TERM
2 .01 The term of this Agreement is to commence on September 1, 2016 and to end: August 31, 2017.

ARTICLE III. CONSIDERATION
3 .01 As consideration for this Agreement, the City agrees to contribute a total of $22,500 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Agent Benefits (City employee)	$20,000	Fringe paid by City in lieu of match (Schedule A)
Fuel for Agent's Vehicle (City employee)	$1,300	Paid by City in lieu of match (Schedule E)
Maintenance/Insurance for Agent's Vehicle (City employee)	$1,200	Paid by City in lieu of match (Schedule E)

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the County and City fund is set out in the attachment to this Agreement, marked as **Exhibit "A"**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert back to the applicant. The Automobile Burglary and Theft Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. ENTIRE AGREEMENT

8 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2016.

County of Galveston by:

Mark Henry, County Judge

Date Signed

ATTEST:

Dwight D. Sullivan, County Clerk

City of La Marque by:

Bobby Hocking

Bobby Hocking, Mayor

8/9/16

Date Signed

ATTEST:

Robin Eldridge

Robin Eldridge, City Clerk

Texas Department *of* Motor Vehicles

HELPING TEXANS GO. HELPING TEXAS GROW.

Watch Your Car

TEXAS AUTO BURGLARY & THEFT PREVENTION AUTHORITY

ABTPA Board Members

Chief Carlos Garcia
Chair
Law Enforcement Representative
Brownsville, Texas

Ken Ross
Insurance Representative
State Farm Insurance
Houston, Texas

Ashley Hunter
Insurance Representative
HM Risk Group
Austin, Texas

Linda Kinney
Consumer Representative
Dripping Springs, Texas

Armin Mizani
Consumer Representative
Keller, Texas

Tommy Hansen
Law Enforcement Representative
Galveston, Texas

Ex Officio Member
Steven C. McCraw
Major Wynn Reynolds—Designee
Texas Department of Public Safety
Austin, Texas

Bryan E. Wilson
Director

July 11, 2016

The Honorable Mark Henry
Galveston County Judge
722 Moody, 2nd Floor
Galveston, Texas 77550
Via Email: Mark.Henry@co.galveston.tx.us

Re:	**FY2017 ABTPA Statement of Grant Award and Acceptance Notice**
Grant Number:	**608-17-0840000**
Grantee:	**Galveston County**
Program Title:	**Galveston County Auto Crimes Task Force**
Grant Award Amount:	**$478,097**
Grant Term:	**September 1, 2016 to August 31, 2017**

Dear Judge Henry,

I am pleased to inform you that your organization has been approved for a grant extension awarded by the Automobile Burglary and Theft Prevention Authority (ABTPA) in the amount indicated above. The extensions will be from September 1, 2016 through August 31, 2017. The grant award must be officially accepted by signing and returning the enclosed Statement of Grant Award and grantee acceptance notice to the ABTPA within 30 days from the date received.

We look forward to working with you to combat and reduce motor vehicle theft and burglary. Any questions relating to the administration of this grant should be directed to our office. Please do not hesitate to contact me should you require further assistance with this matter. I can be reached at Bryan.Wilson@txdmv.gov or (512) 465-4012.

Sincerely,

Bryan E. Wilson
Director

cc: Mr. Hal Barrow, Program Manager, ruben.barrow@co.galveston.tx.us
Mr. Randall Rice, County Auditor, randall.rice@co.galveston.tx.us
Capt. Barry Cook, Program Director, barry.cook@co.galveston.tx.us

Watch Your Car
TEXAS AUTO BURGLARY & THEFT PREVENTION AUTHORITY

FY17 Automobile Burglary and Theft and Prevention Authority Statement of Grant Award and Grantee Acceptance Notice

Grant Number:	**608-17-0840000**
Grantee:	**Galveston County**
Program Title:	**Galveston County Auto Crimes Task Force**
Grant Award Amount:	**$ 478,097**
Cash Match Amount:	**$ 237,870**
In-Kind Match Amount:	**$ 11,320**
Grant Term:	**September 1, 2016 to August 31, 2017**

That whereas, **Galveston County** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Proposal issued on March 16, 2015 to the Automobile Burglary and Theft Prevention Authority, State of Texas, entitled **Galveston County Auto Crimes Task Force**, and further identified by grant number **608-17-0840000**
and

Whereas, the Automobile Burglary and Theft Prevention Authority has approved the continuation of the grant application along with any approved grant adjustments, if any, as evidenced by this FY17 Statement of Grant Award and certain special requirements from the Automobile Burglary and Theft Prevention Authority dated July 7, 2016; and

Whereas, the Grantee desires to accept the FY17 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Revised Civil Statutes Article 4413(37)
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Uniform Grant Management Standards (UGMS) as promulgated by the Texas Comptroller of Public Accounts;
- The Request for Proposals issued on March 16, 2015;
- The current Automobile Burglary and Theft 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
- The certification of compliance; and
- The Approved Grant Budget Summary:

Approved Grant Budget Summary

		ABTPA	Cash Match	In-Kind	TOTAL
A.	Personnel	$425,002	$4,500	$0	$429,502
A.	Fringe	$0	$165,550	$0	$165,550
B.	Contractual	$0	$0	$8,820	$8,820
C.	Travel	$10,000	$0	$0	$10,000
D.	Equipment	$0	$24,000	$0	$24,000
E.	Supplies & DOE	$43,095	$43,820	$2,500	$89,415
F.	Indirect Funds				
	Totals	$478,097	$237,870	$11,320	$727,287

Now, therefore, the Grantee accepts the FY17 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 Texas Automobile Burglary and Theft Prevention Authority (ABTPA) 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 ABTPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Automobile Burglary and Theft Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements:

Approved and Accepted by:

Authorized Official

GALVESTON COUNTY JUDGE MARK HENRY

Printed Name and Title

JULY 19, 2016

Date Signed

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NEVER UNLOCKED. NOTHING IN VIEW.
Auto Burglary & Theft Prevention Authority

Automobile Burglary and Theft Prevention Authority

FY17 Statement of Grant Award

Budget Summary and Support Schedules

Budget Category	ABTPA Funds	Cash Match	In-Kind Match	Total
Personnel (Salaries/Overtime)	$425,002	$4,500	$0	$429,502
Personnel (Fringe Benefits)	$0	$165,550	$0	$165,550
Contractual	$0	$0	$8,820	$8,820
Travel	$10,000	$0	$0	$10,000
Equipment		$24,000	$0	$24,000
Supplies & Direct Operating Exp.	$43,095	$43,820	$2,500	$89,415
Totals	**$478,097**	**$237,870**	**$11,320**	**$727,287**

Sources of Match Tables

List Source(s) of Cash Match*	Amount
Galveston County	$145,120
City of Galveston	$29,950
City of La Marque	$22,500
City of Hitchcock	$16,300
Program Income	$24,000
Total	**$237,870**

List Source of In-Kind Match	Amount
Galveston County	$11,320
Total	**$11,320**

*List Program Income used as cash match as a separate line

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NEVER UNLOCKED. NOTHING IN VIEW.
Auto Burglary & Theft Prevention Authority

Automobile Burglary and Theft Prevention Authority

FY17 Statement of Grant Award

Budget Summary and Support Schedules

Personnel - Title or Position	# of Personnel	% of Salary	ABTPA Funds	Cash Match	In-Kind	Total
Project Director	1	5%	$0	$4,500	$0	$4,500
Commander	1	100%	$75,713	$0	$0	$75,713
Asst Commander (Galveston PD)	1	100%	$65,001	$0	$0	$65,001
Agent (Galveston County SO)	1	100%	$70,307	$0	$0	$70,307
Agent (Galv Co Constable Pct 8)	1	100%	$54,468	$0	$0	$54,468
Agent (La Marque PD)	1	100%	$57,597	$0	$0	$57,597
Agent (Hitchcock PD)	1	100%	$46,032	$0	$0	$46,032
Agent (GCSO Environmental)	1	20%	$14,062	$0	$0	$14,062
Analyst/Office Manager (GCSO)	1	80%	$41,822	$0	$0	$41,822
Agent - Reserve (GCSO)	1	100%	$0	$0	$0	$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
Total Direct Salaries	10		$425,002	$4,500	$0	$429,502
Total Overtime						
Total Requested Amounts			$425,002	$4,500	$0	$429,502

Budget Narrative

Project Director: Administrative and advisory position. Acts as a liaison between the Sheriff, County Officials, Chiefs of Police and the Task Force. Maintains a line of communication with the Texas ABTPA Board and staff. Our assigned Project Director changed in FY 2016. Match amount is based on the estimated amount of time he will spend in FY 2017 working for ACTF (approximately 5%) with at least 112.5 hours for the year at $40/hr. No portion of his salary will be funded by grant funds.

Commander (Galveston County Sheriff's Office): Supervises daily operations of Task Force including strategy development and case assignment/review. Maintains communication with the Governing Board, Project Director, Field Agents, and office personnel. Commander stays in contact with County Auditor and Purchasing Agent to ensure compliance with appropriate State and County regulations. Provides tactical and strategic analytical support to all Local, County, State, and Federal Agencies. Commander coordinates with Office Manager/Analyst concerning appointments, travel, training, and monitoring of financial records. Attends and conducts Peace Officer Training and Public Awareness Programs as needed. Commander is 100% assigned to ACTF. (Gross Salary: $75,713 with anticipated 3% COLA; ABTPA Funding: $75,713)

Assistant Commander (Galveston Police Department): Conduct investigations, both pro-active (self-initiated) and reactive as assigned by the Commander. Operate both overtly and covertly as deemed necessary by the Commander. Attend and conduct Peace Officer Training. Conduct public awareness programs as directed, serve as liaison to their home agency sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested to related to ACTF stated mission assignments. Assumes command in absence of Commander. Assistant Commander is 100% assigned to ACTF. (Gross Salary: $65,001 with anticipated 3% COLA, ABTPA Funding: $65,001)

Agents: Conduct investigations, both pro-active (self-initiated) and reactive as assigned by the Commander. Agents operate both overtly and covertly as deemed necessary by the Commander. Agents attend and conduct Peace Officer Training. They will also conduct public awareness programs as directed, serve as liaison to their home agency sharing and gathering information related to motor vehicle crimes. Assist local, county, state, and federal agencies when requested to related to ACTF assignments. Agents assigned are provided by: Galveston County Sheriff's Office (Gross Salary: $70,307 with anticipated 3% COLA, ABTPA Funding: $70,307); Galveston County Precinct 8 Constables Office. Galveston County constables have been petitioning for many years for parity with GCSO employees, and received a 10% increase in FY 2016. It is anticipated the Constables could receive another 10% increase in FY 2017 and the following salary reflects that increase (Gross Salary: $54,468, ABTPA

Funding: $54,468); La Marque Police Department (Gross Salary: $57,597 wtih anticipated 3% COLA, ABTPA Funding: $57,597); Hitchcock Police Department (Gross Salary: $46,032 with anticipated 3% COLA, ABTPA Funding: $46,032). These agents are 100% assigned to ACTF. Respective agencies pay benefits and maintain assigned vehicles. An Environmental Sheriff's Investigator is assigned to ACTF and works 20% assisting in inspections (Gross Salary: $70,307 with anticipated 3% COLA, ABTPA Funding: $14,062). Additionally, the former Commander of ACTF retired in FY 2016 but has stayed on with GCSO as a reserve dedicated to ACTF. 100% of his reserve time (16 hours per month) will be spent on ACTF activities (no ABTPA grant funds).

Analyst/Office Manager: Manages ACTF office organizing files, paying bills, maintaining schedules, and performing intelligence analysis for Agents and other departments when requested. Assists in monitoring funds to ensure appropriate records of expenditures; assists Commander and Project Director with appointments, travel, itineraries, training, and the monitoring of financial records. Maintains an accurate ledger of all expenditures and schedule balances. Office Manager performs duties for ACTF 80% of time; other 20% performs duties for Nuisance Abatement and Environmental Crimes. (Gross Salary: $52,278; ABTPA Funding: $41,822)

Note 1: Salaries listed are based on existing salary/benefit scales and/or contractual agreements between governmental entities and employees with respect to the percentage of their time dedicated to Auto Crimes Task Force. Included in the salary estimates listed for FY 2017 are a potential 3% adjustment to encompass cost of living adjustments; step increases; and/or salary increases due to contract negotiations. The exception to this is the agent position assigned by the Galveston County Constable's Office which reflects a potential 10% adjustment petitioning for parity with GCSO. All agencies are anticipating increases for the coming fiscal year.

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Auto Burglary & Theft Prevention Authority

Automobile Burglary and Theft Prevention Authority

FY17 Statement of Grant Award

Budget Summary and Support Schedules

Personnel - Fringe Benefits	% or $ Rate	ABTPA Funds	Cash Match	In-Kind	Total
Retirement	16.4135%	$0	$69,758	$0	$69,758
Insurance	14.1126%	$0	$59,979	$0	$59,979
Life Insurance	0.0000%	$0	$0	$0	$0
Medicare	1.4695%	$0	$6,245	$0	$6,245
FICA	2.4824%	$0	$10,550	$0	$10,550
Other	4.4750%	$0	$19,018		$19,018
					$0
					$0
					$0
Total Fringe Benefits		$0	$165,550	$0	$165,550

Budget Narrative

Benefits used as cash match were estimated using Fiscal Year 2016 County and City funds reflecting any anticipated increases which may take effect in FY 2017. Each participated agency provides their own benefit packages which vary greatly from one another. These benefits include, but are not limited to, retirement, medical, incentive, unemployment, workman's compensation, supplemental death, alternate and/or Social Security, Medicare, longevity, certificate pay and equipment allowances. The amounts above are a combined total for all participating agencies and the percentages shown have been calculated to reflect this relative to the total grant salaries requested. A breakdown of each line listed above by participating agencies follows:

Retirement Match by Entity (Galveston County participates in 2 retirement plans and opts out of Social Security): Galveston County - $52,150; Galveston PD - $7,989; La Marque PD - $6806; Hitchcock PD - $2813. Total Retirement Match: 69,758

Insurance Match by Entity (includes Health, Dental, Worker's Comp and Unemployment and varies by agency): Galveston County - $36,872; Galveston PD - $10,151; La Marque PD - $5,488; Hitchcock PD - $7,468. Total Insurance Match: $59,979

Life Insurance Match by Entity: No information provided by any agency to calculate the value of the match. Total Life Insurance Match: $0

Medicare Match by Entity: Galveston County - $3,778; Galveston PD - $965; La Marque PD - $835; Hitchcock PD - $667. Total Medicare Match: $6,245

FICA Match by Entity (Galveston County does not participate in Social Security): Galveston PD - $4,127; La Marque PD - $3,571; Hitchcock PD - $2,852. Total FICA Match: $10,550

Other Match by Entity (includes Certification Pay, Longevity and Equipment Allowances and varies by Agency): Galveston County - $11,500; Galveston PD - $4,218; La Marque PD - $3,300; Hitchcock PD - $0. Total Match: $19,018

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Auto Burglary & Theft Prevention Authority

Automobile Burglary and Theft Prevention Authority

FY17 Statement of Grant Award

Budget Summary and Support Schedules

Professional & Contract Description of Service	ABTPA Funds	Cash Match	In-Kind	Total
Software / Hardware Maintenance			$4,800	$4,800
Data Line Service			$4,020	$4,020
				$0
				$0
				$0
				$0
				$0
				$0
				$0
Total Professional & Contract	$0	$0	$8,820	$8,820

Budget Narrative

Software/Hardware Maintenance: In-Kind match using Fiscal Year 2017 County Funds. Auto Crimes Task Force maintains a local area network consisting of a server , workstations, and network printers to facilitate its operations and record keeping, multiple software packages, FAX/Modem operations, access to Texas Crime Information Center and access to the County of Galveston mainframe via connection to the County of Galveston county wide area network. The Galveston County Auto Crimes Task Force utilizes the OSSI multi-jurisdictional records management and mobile data systems. Direct and immediate access to appropriate technical and maintenance assistance is paramount in an investigative / intelligence based unit such as the Auto Crimes Task Force. Information concerning upgrades to hardware, software, and services are critical. The Galveston County Information Technology department will assist in a time of crisis or hardware failure and immediately send us a replacement until that piece of equipment is repaired.

Data Line Service: In-Kind match using Fiscal Year 2017 County Funds. Auto Crimes Task Force is connected to the County's Wide Area Network via high speed data line from our office in League City to the Galveston County Court House located in Galveston. This line provides a vital link allowing access to the jail information management system, warrant information, County and District Clerk, and financial management information system of Galveston County. Internet access is attainable for research. An Auto Crimes Task Force web site is maintained for information on vehicle thefts, prevention and other services provided by Auto Crimes Task Force is available on line at www.co.galveston.tx.us/actf. The Galveston County Auto Crimes Task Force also maintains a FACEBOOK page.

This line also provides our link to telephone service through the Galveston County Switchboard reducing our long distance costs substantially, thus removing base telephone service entirely.

Automobile Burglary and Theft Prevention Authority

FY17 Statement of Grant Award

Budget Summary and Support Schedules

Travel

In-State Travel - Purpose	Destination	# of Travelers	ABTPA Funds	Cash Match	In-Kind	Total
ABTPA Meetings and/or Workshop	Austin/TBA	2	$860			$860
TAVTI	San Antonio	7	$5,075			$5,075
Southwest NATIA	San Antonio	3	$1,530			$1,530
Auto Theft Training	TBA	2	$1,450			$1,450
Investigative	TBA	Unk	$585			$585
						$0
						$0
In-State Travel Total			$9,500	$0	$0	$9,500

Out-of-State Travel - Purpose	Destination	# of Travelers	ABTPA Funds	Cash Match	In-Kind	Total
Investigative	TBA	Unk	$500			$500
						$0
						$0
						$0
Out-of-State Travel Total			$500	$0	$0	$500
Total Travel Budget			$10,000	$0	$0	$10,000

Budget Narrative

The current per diem rate for the county is $45 per day and the mileage rate is in conjunction with the IRS standard mileage rate.

ABTPA Funds for Fiscal Year 2017- $10,000.
Texas Automobile Burglary & Theft Prevention Authority: Quarterly/annual meetings and/or any Texas ABTPA sponsored event or meeting. Estimated: 2 people x $45/day per Diem x 4 days = $ 360; 2 hotel rooms x 2 days x $125/night = $500. Total: $860

Training: Travel expenses below are listed schools and others as yet to be announced to expand the level of training and knowledge of personnel assigned to Auto Crimes Task Force.

Texas Association of Auto Theft Investigators (TAVTI): South Regional Chapter of Texas Association of Auto Theft Investigators will conduct its annual seminar providing training, intelligence sharing and investigative contacts. Estimated: 7 people x $45/day per diem x 5 days= $ 1,575; 7 hotel rooms x 4 days x $125/night= $ 3,500. Total: $5,075

Southwest Technical Investigators (NATIA) : This conference shows updates and teaches new technology in surveillance. Estimated: 3 people x $45/day per diem x 3 days= $405; 3 hotel rooms x 3 days x $125/night= $1,125. Total: $1,530

Advanced and Specialized Auto Theft: Auto Crimes Task Force anticipates sending two personnel from the participating agencies to Part II of the Specialized Training. Formerly sponsored by the Texas Department of Public Safety, it is unknown who will now offer this school; however, we plan to send personnel when arrangements are made for another entity to provide this training. Estimated: 2 people x $45/day per diem x 5 days= $450; 2 hotel rooms x 4 days x $125/night= $1,000. Total: $1,450

Investigative: Investigations will likely necessitate both In-State and Out of State travel during the fiscal year. They include participation in Operation Gate / Spider Web type projects as they develop, assisting other projects or following investigative leads. $585 In-State and $500 Out-of-State are budgeted for this possibility. Total: $1,085

Equipment

Equipment Description and Quantity	ABTPA Funds	Cash Match	In-Kind Match	Total
Work Truck		$24,000		$24,000
				$0
				$0
				$0
				$0
				$0
				$0
				$0
Total Equipment		$24,000	$0	$24,000

Budget Narrative

Work truck equipped: Cash match using Fiscal Year 2017 Program Income Funds - $24,000. Galveston County Auto Crimes Task Force relies on its vehicles to serve the project area. Auto Crimes Task Force currently purchases all vehicles. Maintenance and insurance are maintained by the assigned agent's home agency. In order to maintain a reliable fleet and minimize costs, ACTF attempts to use a rotation schedule based on mileage and age. We are requesting the use of program income to replace 1 vehicle. Replaced vehicle will be available for public auction and proceeds placed into Program Income to be used to
fund a portion of the project in the next fiscal year.

Supplies and Department Operating Expense

Supplies and Department Operating Expense - Description	ABTPA Funds	Cash Match	In-Kind	Total
Fuel	$2,500	$11,900		$14,400
Vehicle Maintenance/Insurance	$3,000	$7,200		$10,200
Wireless Communications	$16,000	$0		$16,000
Departmental Supplies	$2,500	$0		$2,500
Registrations	$2,100	$0		$2,100
Crime Prevention Supplies	$3,000	$0		$3,000
Office Supplies	$2,500	$0	$2,500	$5,000
Towing	$500	$0		$500
Service Contracts	$10,995	$0		$10,995
Utilities, Building Maintenance & Alarm	$0	$24,720		$24,720
Total Supplies & DOE	$43,095	$43,820	$2,500	$89,415

Budget Narrative

Fuel: ABTPA Funds for Fiscal Year 2017- $2,500; Cash match using Fiscal Year 2017 County and City Funds. ACTF maintains a fuel card account utilized for travel outside of Galveston County during investigations, training, Crime Prevention Programs and emergency situations when an Agent cannot fuel his vehicle from his agency's facility . Proper documentation concerning tax exempt status is maintained to ensure we are not taxed. We regularly travel outside our normal area of operation during investigations and to assist requesting agencies. We estimate $2,500 should cover fuel costs for bait vehicles, Crime Prevention vehicles, and travel expenses not covered by the cash match of the cities and county. Cash Match by Entity: Galveston County - $8,000; City of Galvston - $1,300; City of La Marque - $1,300; City of Hitchcock - $1,300. Total Match: $11,900

Vehicle Maintenance/Insurance: ABTPA Funds for Fiscal Year 2017- $3,000; Cash match using Fiscal Year 2017 County and City Funds. Auto Crimes Task Force has 2 bait vehicles, a bait cargo trailer, bait all terrain vehicles and bait personal water craft. These vehicles are used for bait, surveillance, and other covert activities. Bait Vehicles are equipped with various tracking devices, cameras, sound and recording systems. $3,000 covers maintenance costs of the bait vehicles, License Plate Reader vehicle, heavy duty crime prevention truck; crime prevention trailer and other

trailers. Insurance for these vehicles is provided by the county. Insurance and maintenance provided by each participating agency for 6 full time agents' vehicles is cash match, by entity as follows: Galveston County - $3,600; City of Galveston - $1,200; City of La Marque - $1,200; City of Hitchcock - $1,200. Total Match: $7,200

Wireless Communications: ABTPA Funds for Fiscal Year 2017 - $16,000. Cell phones used by ACTF support field activities, sharing information and requests for analytical assistance. We have cellular data links in bait vehicles and other data links for our LPR and tracking units to operate our GPS system. GCACTF maintains two IP video cameras used for surveillance. This system utilizes two air cards. We will continue to use air cards with our laptop computers to send/receive data to identify motor vehicles , suspects, or relay information in surveillance situations in a timely and secure method. Cell service is provided through Verizon Wireless with one data line through AT&T for our 980 GPS tracker. Surveillance equipment is proprietary to particular service providers and we will continue these services for FY 2017. Estimated cost: Verizon - $1,225/mo and AT&T Mobility - $52/month. We request an additional $676 for equipment costs for repairs/replacement of broken phones or electronic devices.

Departmental Supplies: ABTPA Funds for Fiscal Year 2017 - $2,500. This category deals with replacement of cleaners (degreasers), damaged hand tools, and many other items used by Auto Crimes Task Force Agents in the course of their assigned duties.

Registration Fees: ABTPA Funds for Fiscal Year 2017 - $2,100. Schools are discussed under Schedule C – travel in further detail. Additional training seminars may become available, both in Texas and in neighboring states that provide valuable information, expertise and contacts to the attending agents. Texas Association of Vehicle Theft Investigators: Date: October 2016, San Antonio, Texas $200/person x 7 people $1,400; Southwest Technical Investigators: Date: TBA 2017 $50/person x 3 people $150; Advanced and Specialized Auto Theft: Date: TBA 2016-2017 Costs unknown as of yet.

Crime Prevention Supplies: ABTPA Funds for Fiscal Year 2017 - $3,000. Crime prevention give-aways are used to deliver the message and philosophy of ABTPA and ACTF during crime prevention programs and presentations. The items will be embossed with the Texas ABTPA logo along with ACTF identifiers. The give-aways may consist of pencils, koozies, notepads, fans, pens, and usb devises to name a few as well as all Texas Automobile Burglary and Theft Prevention Authority literature . These funds will also be used to purchase supplies such as VIN etching stencil refills and etching cream.

Office Supplies: ABTPA Funds for Fiscal Year 2017 - $2,500; In-Kind match using Fiscal Year 2017 County Funds. Routine supplies, paper, batteries for electronics, audio/videotapes, and blank CD's/DVD's, etc. These items assist personnel to perform efficiently and professionally. Estimated cost for office supplies is $2,500 and accommodates expensive printer cartridges for agent's printer, which was provided by the County. Galveston County Information Technology will support and maintain the black and white laser printers and provide ink cartridges.

Evidence Towing: ABTPA Funds for Fiscal Year 2017 - $500. Auto Crimes Task Force utilizes our car hauler for most recoveries, however, some circumstances necessitate the use of a contract wrecker service. It is estimated that these instances should not exceed $500 in towing fees.

Service Contracts: ABTPA Funds for Fiscal Year 2017 - $10,995. Auto Crimes Task Force maintains service contracts with Vigilant Solutions, and Susteen for continued services to our technical equipment. Our annual renewal with Vigilant Solutions of $2,500 provides upgrades to the existing License Plate Reader system. The annual renewal for access to private data will be $7,500. Our renewal contract with Susteen, $995 provides upgrades to the Cellular Phone Data Retrieval system.

Utilities/Building Maintenance/Alarm: Cash match using Fiscal Year 2017 County Funds. Galveston County provides utility services (electrical, water, sewer, garbage disposal, etc...) and maintains/repairs the building for the Auto Crimes Task Force. 24-hour monitoring and call-out service for our office building (alarm systems) are also provided by Galveston County.

AGENDA ITEM #13.

COUNTY OF GALVESTON
Professional Services Department

DAVID M. DELAC, CHIEF FINANCIAL OFFICER

CDBG Housing Department
CDBG Non-Housing
Child Welfare
Fleet
Grants/FEMA

Budget
Financial Assistance
Guardianship Program
Indigent Burials
Indigent Health Care

MEMORANDUM

To: **Galveston County Commissioners' Court**
From: **Betsy Thomas, Grants Manager**
Court Date: **August 30, 2016**
RE: **Sheriff's Office – Auto Crimes Task Force**
City of Hitchcock FY 2017 Interlocal Agreement

BACKGROUND

The Galveston County Auto Crimes Task Force (ACTF) was formed in 1993 and since that time the county has seen a 68% reduction in auto theft. The ACTF serves all cities and points within Galveston County. In 2007, the ACTF was tasked with Burglaries to Motor Vehicles (BMV) and since that time the County has seen a 27% reduction, which can be directly attributed to the efforts of the ACTF such as: public awareness campaigns, License Plate Reader (LPR) patrols, surveillance programs, bait vehicle operations as well as auto crimes training for licensed peace officers in agencies across the county.

The Galveston County Auto Crimes Task Force is comprised of officers and personnel from multiple jurisdictions within the county. For FY 2017, the ACTF will specifically utilize officers from: the Galveston County Sheriff's Office, the Galveston County Constable #8's Office, the City of Galveston Police Department, the City of La Marque Police Department and the City of Hitchcock Police Department. That partnership is made official through the attached Interagency Agreement with each outside agency.

The Galveston County ACTF receives a grant from the Automobile Burglary and Theft Prevention Agency and the Interlocal Agreements with local jurisdictions helps meet the 20% mandatory match for the grant.

SUMMARY

The attached agreements solidify the partnership between Galveston County and the Cities of Galveston, La Marque and Hitchcock to specify matching contributions to the project for FY 2016 through the dedication of officer hours to the task force.

INTERAGENCY AGREEMENT FINANCIAL SUMMARY

FY 2017 ATBPA Grant	$478,097.00
County Contribution	$145,120.00 (Grant Funds and In-Kind)
City of Galveston Contribution	$29,950.00
City of La Marque Contribution	$22,500.00
City of Hitchcock Contribution	$16,300.00

Note: The FY 2017 ABTPA Grant was awarded and accepted by this Court at their August 19th Regular Meeting. That grant is for $487,097.00. The County has a mandatory 20% ($97,580.40) match to that grant, which is met by ACTF salary and fringe.

RECOMMENDATIONS

The Grants Manager asks the Court to consider approval of the Interlocal Agreement with the City of Hitchcock and authorize the County Judge's signature on the required documents.

ATTACHEMENTS

Required Documents for signature:

- ☐ Interagency Agreement – City of Hitchcock

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 8.19.2016	2. Contract Type: Expense Revenue (Other)	3. Renewal Contract: (Yes) / No
4. Department Name: Sheriff's Department - Auto Crimes Task Force	5. Department Contact:	Ruben Barrow x4501
6. Description:	City of Hitchcock - FY 2017 Interlocal Agreement for the Galveston County Auto Crimes Task Force	
TJ 7. IFAS PEID No: 033027	8. IFAS Req No:	9. Orgkey: 2864311241 / 10. Object Code: 5415200
11. Vendor: ~~City of Galveston~~ Hitchcock		12. Vendor Contract No: NA
13. Requested Legal Review: Yes / No (Explain if No)	YES	

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
TJ N/A	Grant	Match Commitment through participation					
22. Totals:		-	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 9/1/16	Auto Renewal Contract: Yes / (No)	Bid No: N/A
Contract End Date: 8/31/17	Contract # Issued By Purchasing:	CM16251

Approved By:	Signature	Date
Department Head:	Henry Trochesset	8/19/16
Purchasing Agent:		8-23-16
County Legal:		08/22/2016

Contract Listed in Budget Documentation: YES NO

County Budget Office:		8/23/16

Budget Available and Funds are/will be Available: YES NO

TJ County County Auditor:		by Kristi Bulanek 8/23/16

Interlocal Agreement
State of Texas

This Agreement is entered into by and between the **County of Galveston**, a political subdivision of the State of Texas, hereinafter referred to as **"County"** and the **City of Hitchcock**, a municipal corporation situated in County, Texas, hereinafter called **"City"** pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the County of Galveston and City of Hitchcock have the objective to participate in a combined task force funded by the Automobile Burglary and Theft Prevention Authority of the State of Texas, in the amount of $478,097 for the Galveston County Auto Crimes Task Force, and,

WHEREAS, the City has agreed to contribute the total of $16,300 in matching funds if said grant extension is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the County and City believe it to be in their best interests to continue a *multijurisdictional ABTPA Task Force*; and

WHEREAS, the County and City agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE
1 .01 The purpose of this Agreement is to allow the County to file an extension to the grant with the Automobile Burglary and Theft Prevention Authority, which extension is attached hereto as Exhibit "A" and made a part hereof for all purposes.

ARTICLE II. TERM
2 .01 The term of this Agreement is to commence on September 1, 2016 and to end: August 31, 2017.

ARTICLE III. CONSIDERATION
3 .01 As consideration for this Agreement, the City agrees to contribute a total of $16,300 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Agent Benefits (City employee)	$13,800	Fringe paid by City in lieu of match (Schedule A)
Fuel for Agent's Vehicle (City employee)	$1,300	Paid by City in lieu of match (Schedule E)
Maintenance/Insurance for Agent's Vehicle (City employee)	$1,200	Paid by City in lieu of match (Schedule E)

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the County and City fund is set out in the attachment to this Agreement, marked as **Exhibit "A"**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert back to the applicant. The Automobile Burglary and Theft Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. ENTIRE AGREEMENT

8 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2016.

County of Galveston by:

_____
Mark Henry, County Judge

_____
Date Signed

ATTEST:

_____
Dwight D. Sullivan, County Clerk

City of Hitchcock by:

Anthony Matranga
Anthony Matranga, Mayor

07/26/16
Date Signed

ATTEST:

Lucy Dieringer
Lucy Dieringer, City Secretary

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Auto Burglary & Theft Prevention Authority

Automobile Burglary and Theft Prevention Authority

FY17 Statement of Grant Award

Budget Summary and Support Schedules

Budget Category	ABTPA Funds	Cash Match	In-Kind Match	Total
Personnel (Salaries/Overtime)	$425,002	$4,500	$0	$429,502
Personnel (Fringe Benefits)	$0	$165,550	$0	$165,550
Contractual	$0	$0	$8,820	$8,820
Travel	$10,000	$0	$0	$10,000
Equipment		$24,000	$0	$24,000
Supplies & Direct Operating Exp.	$43,095	$43,820	$2,500	$89,415
Totals	**$478,097**	**$237,870**	**$11,320**	**$727,287**

Sources of Match Tables

List Source(s) of Cash Match*	Amount
Galveston County	**$145,120**
City of Galveston	**$29,950**
City of La Marque	**$22,500**
City of Hitchcock	**$16,300**
Program Income	**$24,000**
Total	**$237,870**

List Source of In-Kind Match	Amount
Galveston County	**$11,320**
Total	**$11,320**

*List Program Income used as cash match as a separate line

Automobile Burglary and Theft Prevention Authority

FY17 Statement of Grant Award

Budget Summary and Support Schedules

Personnel - Title or Position	# of Personnel	% of Salary	ABTPA Funds	Cash Match	In-Kind	Total
Project Director	1	5%	$0	$4,500	$0	$4,500
Commander	1	100%	$75,713	$0	$0	$75,713
Asst Commander (Galveston PD)	1	100%	$65,001	$0	$0	$65,001
Agent (Galveston County SO)	1	100%	$70,307	$0	$0	$70,307
Agent (Galv Co Constable Pct 8)	1	100%	$54,468	$0	$0	$54,468
Agent (La Marque PD)	1	100%	$57,597	$0	$0	$57,597
Agent (Hitchcock PD)	1	100%	$46,032	$0	$0	$46,032
Agent (GCSO Environmental)	1	20%	$14,062	$0	$0	$14,062
Analyst/Office Manager (GCSO)	1	80%	$41,822	$0	$0	$41,822
Agent - Reserve (GCSO)	1	100%	$0	$0	$0	$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
Total Direct Salaries	10		$425,002	$4,500	$0	$429,502
Total Overtime						
Total Requested Amounts			$425,002	$4,500	$0	$429,502

Budget Narrative

Project Director: Administrative and advisory position. Acts as a liaison between the Sheriff, County Officials, Chiefs of Police and the Task Force. Maintains a line of communication with the Texas ABTPA Board and staff. Our assigned Project Director changed in FY 2016. Match amount is based on the estimated amount of time he will spend in FY 2017 working for ACTF (approximately 5%) with at least 112.5 hours for the year at $40/hr. No portion of his salary will be funded by grant funds.

Commander (Galveston County Sheriff's Office): Supervises daily operations of Task Force including strategy development and case assignment/review. Maintains communication with the Governing Board, Project Director, Field Agents, and office personnel. Commander stays in contact with County Auditor and Purchasing Agent to ensure compliance with appropriate State and County regulations. Provides tactical and strategic analytical support to all Local, County, State, and Federal Agencies. Commander coordinates with Office Manager/Analyst concerning appointments, travel, training, and monitoring of financial records. Attends and conducts Peace Officer Training and Public Awareness Programs as needed. Commander is 100% assigned to ACTF. (Gross Salary: $75,713 with anticipated 3% COLA; ABTPA Funding: $75,713)

Assistant Commander (Galveston Police Department): Conduct investigations, both pro-active (self-initiated) and reactive as assigned by the Commander. Operate both overtly and covertly as deemed necessary by the Commander. Attend and conduct Peace Officer Training. Conduct public awareness programs as directed, serve as liaison to their home agency sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested to related to ACTF stated mission assignments. Assumes command in absence of Commander. Assistant Commander is 100% assigned to ACTF. (Gross Salary: $65,001 with anticipated 3% COLA, ABTPA Funding: $65,001)

Agents: Conduct investigations, both pro-active (self-initiated) and reactive as assigned by the Commander. Agents operate both overtly and covertly as deemed necessary by the Commander. Agents attend and conduct Peace Officer Training. They will also conduct public awareness programs as directed, serve as liaison to their home agency sharing and gathering information related to motor vehicle crimes. Assist local, county, state, and federal agencies when requested to related to ACTF assignments. Agents assigned are provided by: Galveston County Sheriff's Office (Gross Salary: $70,307 with anticipated 3% COLA, ABTPA Funding: $70,307); Galveston County Precinct 8 Constables Office. Galveston County constables have been petitioning for many years for parity with GCSO employees, and received a 10% increase in FY 2016. It is anticipated the Constables could receive another 10% increase in FY 2017 and the following salary reflects that increase (Gross Salary: $54,468,

ABTPA Funding: $54,468); La Marque Police Department (Gross Salary: $57,597 wtih anticipated 3% COLA, ABTPA Funding: $57,597); Hitchcock Police Department (Gross Salary: $46,032 with anticipated 3% COLA, ABTPA Funding: $46,032). These agents are 100% assigned to ACTF. Respective agencies pay benefits and maintain assigned vehicles. An Environmental Sheriff's Investigator is assigned to ACTF and works 20% assisting in inspections (Gross Salary: $70,307 with anticipated 3% COLA, ABTPA Funding: $14,062). Additionally, the former Commander of ACTF retired in FY 2016 but has stayed on with GCSO as a reserve dedicated to ACTF. 100% of his reserve time (16 hours per month) will be spent on ACTF activities (no ABTPA grant funds).

Analyst/Office Manager: Manages ACTF office organizing files, paying bills, maintaining schedules, and performing intelligence analysis for Agents and other departments when requested. Assists in monitoring funds to ensure appropriate records of expenditures; assists Commander and Project Director with appointments, travel, itineraries, training, and the monitoring of financial records. Maintains an accurate ledger of all expenditures and schedule balances. Office Manager performs duties for ACTF 80% of time; other 20% performs duties for Nuisance Abatement and Environmental Crimes. (Gross Salary: $52,278; ABTPA Funding: $41,822)

Note 1: Salaries listed are based on existing salary/benefit scales and/or contractual agreements between governmental entities and employees with respect to the percentage of their time dedicated to Auto Crimes Task Force. Included in the salary estimates listed for FY 2017 are a potential 3% adjustment to encompass cost of living adjustments; step increases; and/or salary increases due to contract negotiations. The exception to this is the agent position assigned by the Galveston County Constable's Office which reflects a potential 10% adjustment petitioning for parity with GCSO. All agencies are anticipating increases for the coming fiscal year.

Automobile Burglary and Theft Prevention Authority

FY17 Statement of Grant Award

Budget Summary and Support Schedules

Personnel - Fringe Benefits	% or $ Rate	ABTPA	Cash Match	In-Kind	Total
Retirement	16.4135%	$0	$69,758	$0	$69,758
Insurance	14.1126%	$0	$59,979	$0	$59,979
Life Insurance	0.0000%	$0	$0	$0	$0
Medicare	1.4695%	$0	$6,245	$0	$6,245
FICA	2.4824%	$0	$10,550	$0	$10,550
Other	4.4750%	$0	$19,018		$19,018
					$0
					$0
					$0
Total Fringe Benefits		$0	$165,550	$0	$165,550

Budget Narrative

Benefits used as cash match were estimated using Fiscal Year 2016 County and City funds reflecting any anticipated increases which may take effect in FY 2017. Each participated agency provides their own benefit packages which vary greatly from one another. These benefits include, but are not limited to, retirement, medical, incentive, unemployment, workman's compensation, supplemental death, alternate and/or Social Security, Medicare, longevity, certificate pay and equipment allowances. The amounts above are a combined total for all participating agencies and the percentages shown have been calculated to reflect this relative to the total grant salaries requested. A breakdown of each line listed above by participating agencies follows:

Retirement Match by Entity (Galveston County participates in 2 retirement plans and opts out of Social Security): Galveston County - $52,150; Galveston PD - $7,989; La Marque PD - $6806; Hitchcock PD - $2813. Total Retirement Match: 69,758

Insurance Match by Entity (includes Health, Dental, Worker's Comp and Unemployment and varies by agency): Galveston County - $36,872; Galveston PD - $10,151; La Marque PD - $5,488; Hitchcock PD - $7,468. Total Insurance Match: $59,979

Life Insurance Match by Entity: No information provided by any agency to calculate the value of the match. Total Life Insurance Match: $0

Medicare Match by Entity: Galveston County - $3,778; Galveston PD - $965; La Marque PD - $835; Hitchcock PD - $667. Total Medicare Match: $6,245

FICA Match by Entity (Galveston County does not participate in Social Security): Galveston PD - $4,127; La Marque PD - $3,571; Hitchcock PD - $2,852. Total FICA Match: $10,550

Other Match by Entity (includes Certification Pay, Longevity and Equipment Allowances and varies by Agency): Galveston County - $11,500; Galveston PD - $4,218; La Marque PD - $3,300; Hitchcock PD - $0. Total Match: $19,018

Automobile Burglary and Theft Prevention Authority

FY17 Statement of Grant Award

Budget Summary and Support Schedules

Professional & Contract Description of Service	ABTPA Funds	Cash Match	In-Kind	Total
Software / Hardware Maintenance			$4,800	$4,800
Data Line Service			$4,020	$4,020
				$0
				$0
				$0
				$0
				$0
				$0
				$0
Total Professional & Contract	$0	$0	$8,820	$8,820

Budget Narrative

Software/Hardware Maintenance: In-Kind match using Fiscal Year 2017 County Funds. Auto Crimes Task Force maintains a local area network consisting of a server , workstations, and network printers to facilitate its operations and record keeping, multiple software packages, FAX/Modem operations, access to Texas Crime Information Center and access to the County of Galveston mainframe via connection to the County of Galveston county wide area network. The Galveston County Auto Crimes Task Force utilizes the OSSI multi-jurisdictional records management and mobile data systems. Direct and immediate access to appropriate technical and maintenance assistance is paramount in an investigative / intelligence based unit such as the Auto Crimes Task Force. Information concerning upgrades to hardware, software, and services are critical. The Galveston County Information Technology department will assist in a time of crisis or hardware failure and immediately send us a replacement until that piece of equipment is repaired.

Data Line Service: In-Kind match using Fiscal Year 2017 County Funds. Auto Crimes Task Force is connected to the County's Wide Area Network via high speed data line from our office in League City to the Galveston County Court House located in Galveston. This line provides a vital link allowing access to the jail information management system, warrant information, County and District Clerk, and financial management information system of Galveston County. Internet access is attainable for research. An Auto Crimes Task Force web site is maintained for information on vehicle thefts, prevention and other services provided by Auto Crimes Task Force is available on line at www.co.galveston.tx.us/actf. The Galveston County Auto Crimes Task Force also maintains a FACEBOOK page.

This line also provides our link to telephone service through the Galveston County Switchboard reducing our long distance costs substantially, thus removing base telephone service entirely.

Travel

In-State Travel - Purpose	Destination	# of Travelers	ABTPA Funds	Cash Match	In-Kind	Total
ABTPA Meetings and/or Workshop	Austin/TBA	2	$860			$860
TAVTI	San Antonio	7	$5,075			$5,075
Southwest NATIA	San Antonio	3	$1,530			$1,530
Auto Theft Training	TBA	2	$1,450			$1,450
Investigative	TBA	Unk	$585			$585
						$0
						$0
In-State Travel Total			$9,500	$0	$0	$9,500

Out-of-State Travel - Purpose	Destination	# of Travelers	ABTPA Funds	Cash Match	In-Kind	Total
Investigative	TBA	Unk	$500			$500
						$0
						$0
						$0
Out-of-State Travel Total			$500	$0	$0	$500
Total Travel Budget			$10,000	$0	$0	$10,000

Budget Narrative

The current per diem rate for the county is $45 per day and the mileage rate is in conjunction with the IRS standard mileage rate.

ABTPA Funds for Fiscal Year 2017- $10,000.
Texas Automobile Burglary & Theft Prevention Authority: Quarterly/annual meetings and/or any Texas ABTPA sponsored event or meeting. Estimated: 2 people x $45/day per Diem x 4 days = $ 360; 2 hotel rooms x 2 days x $125/night = $500. Total: $860

Training: Travel expenses below are listed schools and others as yet to be announced to expand the level of training and knowledge of personnel assigned to Auto Crimes Task Force.

Texas Association of Auto Theft Investigators (TAVTI): South Regional Chapter of Texas Association of Auto Theft Investigators will conduct its annual seminar providing training, intelligence sharing and investigative contacts. Estimated: 7 people x $45/day per diem x 5 days= $ 1,575; 7 hotel rooms x 4 days x $125/night= $ 3,500. Total: $5,075

Southwest Technical Investigators (NATIA) : This conference shows updates and teaches new technology in surveillance. Estimated: 3 people x $45/day per diem x 3 days= $405; 3 hotel rooms x 3 days x $125/night= $1,125. Total: $1,530

Advanced and Specialized Auto Theft: Auto Crimes Task Force anticipates sending two personnel from the participating agencies to Part II of the Specialized Training. Formerly sponsored by the Texas Department of Public Safety, it is unknown who will now offer this school; however, we plan to send personnel when arrangements are made for another entity to provide this training. Estimated: 2 people x $45/day per diem x 5 days= $450; 2 hotel rooms x 4 days x $125/night= $1,000. Total: $1,450

Investigative: Investigations will likely necessitate both In-State and Out of State travel during the fiscal year. They include participation in Operation Gate / Spider Web type projects as they develop, assisting other projects or following investigative leads. $585 In-State and $500 Out-of-State are budgeted for this possibility. Total: $1,085

Equipment

Equipment Description and Quantity	ABTPA Funds	Cash Match	In-Kind Match	Total
Work Truck		$24,000		$24,000
				$0
				$0
				$0
				$0
				$0
				$0
				$0
Total Equipment		$24,000	$0	$24,000

Budget Narrative

Work truck equipped: Cash match using Fiscal Year 2017 Program Income Funds - $24,000. Galveston County Auto Crimes Task Force relies on its vehicles to serve the project area. Auto Crimes Task Force currently purchases all vehicles. Maintenance and insurance are maintained by the assigned agent's home agency. In order to maintain a reliable fleet and minimize costs, ACTF attempts to use a rotation schedule based on mileage and age. We are requesting the use of program income to replace 1 vehicle. Replaced vehicle will be available for public auction and proceeds placed into Program Income to be used to
fund a portion of the project in the next fiscal year.

Supplies and Department Operating Expense

Supplies and Department Operating Expense - Description	ABTPA Funds	Cash Match	In-Kind	Total
Fuel	$2,500	$11,900		$14,400
Vehicle Maintenance/Insurance	$3,000	$7,200		$10,200
Wireless Communications	$16,000	$0		$16,000
Departmental Supplies	$2,500	$0		$2,500
Registrations	$2,100	$0		$2,100
Crime Prevention Supplies	$3,000	$0		$3,000
Office Supplies	$2,500	$0	$2,500	$5,000
Towing	$500	$0		$500
Service Contracts	$10,995	$0		$10,995
Utilities, Building Maintenance & Alarm	$0	$24,720		$24,720
Total Supplies & DOE	$43,095	$43,820	$2,500	$89,415

Budget Narrative

Fuel: ABTPA Funds for Fiscal Year 2017- $2,500; Cash match using Fiscal Year 2017 County and City Funds. ACTF maintains a fuel card account utilized for travel outside of Galveston County during investigations, training, Crime Prevention Programs and emergency situations when an Agent cannot fuel his vehicle from his agency's facility . Proper documentation concerning tax exempt status is maintained to ensure we are not taxed. We regularly travel outside our normal area of operation during investigations and to assist requesting agencies. We estimate $2,500 should cover fuel costs for bait vehicles, Crime Prevention vehicles, and travel expenses not covered by the cash match of the cities and county. Cash Match by Entity: Galveston County - $8,000; City of Galvston - $1,300; City of La Marque - $1,300; City of Hitchcock - $1,300. Total Match: $11,900

Vehicle Maintenance/Insurance: ABTPA Funds for Fiscal Year 2017- $3,000; Cash match using Fiscal Year 2017 County and City Funds. Auto Crimes Task Force has 2 bait vehicles, a bait cargo trailer, bait all terrain vehicles and bait personal water craft. These vehicles are used for bait, surveillance, and other covert activities. Bait Vehicles are equipped with various tracking devices, cameras, sound and recording systems. $3,000 covers maintenance costs of the bait vehicles, License Plate Reader vehicle, heavy duty crime prevention truck; crime prevention trailer and other

trailers. Insurance for these vehicles is provided by the county. Insurance and maintenance provided by each participating agency for 6 full time agents' vehicles is cash match, by entity as follows: Galveston County - $3,600; City of Galveston - $1,200; City of La Marque - $1,200; City of Hitchcock - $1,200. Total Match: $7,200

Wireless Communications: ABTPA Funds for Fiscal Year 2017 - $16,000. Cell phones used by ACTF support field activities, sharing information and requests for analytical assistance. We have cellular data links in bait vehicles and other data links for our LPR and tracking units to operate our GPS system. GCACTF maintains two IP video cameras used for surveillance. This system utilizes two air cards. We will continue to use air cards with our laptop computers to send/receive data to identify motor vehicles , suspects, or relay information in surveillance situations in a timely and secure method. Cell service is provided through Verizon Wireless with one data line through AT&T for our 980 GPS tracker. Surveillance equipment is proprietary to particular service providers and we will continue these services for FY 2017. Estimated cost: Verizon - $1,225/mo and AT&T Mobility - $52/month. We request an additional $676 for equipment costs for repairs/replacement of broken phones or electronic devices.

Departmental Supplies: ABTPA Funds for Fiscal Year 2017 - $2,500. This category deals with replacement of cleaners (degreasers), damaged hand tools, and many other items used by Auto Crimes Task Force Agents in the course of their assigned duties.

Registration Fees: ABTPA Funds for Fiscal Year 2017 - $2,100. Schools are discussed under Schedule C – travel in further detail. Additional training seminars may become available, both in Texas and in neighboring states that provide valuable information, expertise and contacts to the attending agents. Texas Association of Vehicle Theft Investigators: Date: October 2016, San Antonio, Texas $200/person x 7 people $1,400; Southwest Technical Investigators: Date: TBA 2017 $50/person x 3 people $150; Advanced and Specialized Auto Theft: Date: TBA 2016-2017 Costs unknown as of yet.

Crime Prevention Supplies: ABTPA Funds for Fiscal Year 2017 - $3,000. Crime prevention give-aways are used to deliver the message and philosophy of ABTPA and ACTF during crime prevention programs and presentations. The items will be embossed with the Texas ABTPA logo along with ACTF identifiers. The give-aways may consist of pencils, koozies, notepads, fans, pens, and usb devises to name a few as well as all Texas Automobile Burglary and Theft Prevention Authority literature . These funds will also be used to purchase supplies such as VIN etching stencil refills and etching cream.

Office Supplies: ABTPA Funds for Fiscal Year 2017 - $2,500; In-Kind match using Fiscal Year 2017 County Funds. Routine supplies, paper, batteries for electronics, audio/videotapes, and blank CD's/DVD's, etc. These items assist personnel to perform efficiently and professionally. Estimated cost for office supplies is $2,500 and accommodates expensive printer cartridges for agent's printer, which was provided by the County. Galveston County Information Technology will support and maintain the black and white laser printers and provide ink cartridges.

Evidence Towing: ABTPA Funds for Fiscal Year 2017 - $500. Auto Crimes Task Force utilizes our car hauler for most recoveries, however, some circumstances necessitate the use of a contract wrecker service. It is estimated that these instances should not exceed $500 in towing fees.

Service Contracts: ABTPA Funds for Fiscal Year 2017 - $10,995. Auto Crimes Task Force maintains service contracts with Vigilant Solutions, and Susteen for continued services to our technical equipment. Our annual renewal with Vigilant Solutions of $2,500 provides upgrades to the existing License Plate Reader system. The annual renewal for access to private data will be $7,500. Our renewal contract with Susteen, $995 provides upgrades to the Cellular Phone Data Retrieval system.

Utilities/Building Maintenance/Alarm: Cash match using Fiscal Year 2017 County Funds. Galveston County provides utility services (electrical, water, sewer, garbage disposal, etc...) and maintains/repairs the building for the Auto Crimes Task Force. 24-hour monitoring and call-out service for our office building (alarm systems) are also provided by Galveston County.

AGENDA ITEM #14.

COUNTY OF GALVESTON
Professional Services Department

DAVID M. DELAC, CHIEF FINANCIAL OFFICER

CDBG Housing Department
CDBG Non-Housing
Child Welfare
Fleet
Grants/FEMA

Budget
Financial Assistance
Guardianship Program
Indigent Burials
Indigent Health Care

MEMORANDUM

To: **Galveston County Commissioners' Court**

From: **Betsy Thomas, Grants Manager**

Court Date: **August 30, 2016**

RE: **Sheriff's Office – Auto Crimes Task Force**
City of Galveston FY 2017 Interlocal Agreement

BACKGROUND

The Galveston County Auto Crimes Task Force (ACTF) was formed in 1993 and since that time the county has seen a 68% reduction in auto theft. The ACTF serves all cities and points within Galveston County. In 2007, the ACTF was tasked with Burglaries to Motor Vehicles (BMV) and since that time the County has seen a 27% reduction, which can be directly attributed to the efforts of the ACTF such as: public awareness campaigns, License Plate Reader (LPR) patrols, surveillance programs, bait vehicle operations as well as auto crimes training for licensed peace officers in agencies across the county.

The Galveston County Auto Crimes Task Force is comprised of officers and personnel from multiple jurisdictions within the county. For FY 2017, the ACTF will specifically utilize officers from: the Galveston County Sheriff's Office, the Galveston County Constable #8's Office, the City of Galveston Police Department, the City of La Marque Police Department and the City of Hitchcock Police Department. That partnership is made official through the attached Interagency Agreement with each outside agency.

The Galveston County ACTF receives a grant from the Automobile Burglary and Theft Prevention Agency and the Interlocal Agreements with local jurisdictions helps meet the 20% mandatory match for the grant.

SUMMARY

The attached agreements solidify the partnership between Galveston County and the Cities of Galveston, La Marque and Hitchcock to specify matching contributions to the project for FY 2016 through the dedication of officer hours to the task force.

INTERAGENCY AGREEMENT FINANCIAL SUMMARY

FY 2017 ATBPA Grant	$478,097.00
County Contribution	$145,120.00 (Grant Funds and In-Kind)
City of Galveston Contribution	$29,950.00
City of La Marque Contribution	$22,500.00
City of Hitchcock Contribution	$16,300.00

Note: The FY 2017 ABTPA Grant was awarded and accepted by this Court at their August 19th Regular Meeting. That grant is for $487,097.00. The County has a mandatory 20% ($97,580.40) match to that grant, which is met by ACTF salary and fringe.

RECOMMENDATIONS

The Grants Manager asks the Court to consider approval of the Interlocal Agreement with the City of Galveston and authorize the County Judge's signature on the required documents.

ATTACHEMENTS

Required Documents for signature:

- ☐ Interagency Agreement – City of Galveston County

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 8.19.2016	2. Contract Type: Expense Revenue Other	3. Renewal Contract: Yes / No
4. Department Name: Sheriff's Department - Auto Crimes Task Force	5. Department Contact:	Ruben Barrow x4501
6. Description:	City of Galveston - FY 2017 Interlocal Agreement for the Galveston County Auto Crimes Task Force	
7. IFAS PEID No: 033985	8. IFAS Req No:	9. Orgkey: 2864211231 / 10. Object Code: 5415200
11. Vendor: City of Galveston	12. Vendor Contract No: NA	
13. Requested Legal Review: Yes / No (Explain if No)	YES	

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
N/A	Grant	Match	Commitment	through	participation		
22. Totals:		-	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 9/1/16	Auto Renewal Contract: Yes / No	Bid No: N/A
Contract End Date: 8/31/17	Contract # Issued By Purchasing:	CM16250

Approved By:	Signature	Date
Department Head:	Henry Trochesset	8/19/16
Purchasing Agent:		8-23-16
County Legal:		08/22/2016

Contract listed in Budget Documentation: YES NO

County Budget Office:		8/23/16

Budget Available and Funds are/will be Available YES NO

County County Auditor:	by Kristi Bulmer	8/23/16

Interlocal Agreement
State of Texas

This Agreement is entered into by and between the **County of Galveston**, a political subdivision of the State of Texas, hereinafter referred to as **"County"** and the **City of Galveston**, a municipal corporation situated in County, Texas, hereinafter called **"City"** pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the County of Galveston and City of Galveston have the objective to participate in a combined task force funded by the Automobile Burglary and Theft Prevention Authority of the State of Texas, in the amount of $478,097 for the Galveston County Auto Crimes Task Force, and,

WHEREAS, the City has agreed to contribute the total of $29,950 in matching funds if said grant extension is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the County and City believe it to be in their best interests to continue a *multijurisdictional ABTPA Task Force*; and

WHEREAS, the County and City agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE
1 .01 The purpose of this Agreement is to allow the County to file an extension to the grant with the Automobile Burglary and Theft Prevention Authority, which extension is attached hereto as Exhibit "A" and made a part hereof for all purposes.

ARTICLE II. TERM
2 .01 The term of this Agreement is to commence on September 1, 2016 and to end: August 31, 2017.

ARTICLE III. CONSIDERATION
3 .01 As consideration for this Agreement, the City agrees to contribute a total of $29,950 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Agent Benefits (City employee)	$27,450	Fringe paid by City in lieu of match (Schedule A)
Fuel for Agent's Vehicle (City employee)	$1,300	Paid by City in lieu of match (Schedule E)
Maintenance/Insurance for Agent's Vehicle (City employee)	$1,200	Paid by City in lieu of match (Schedule E)

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the County and City fund is set out in the attachment to this Agreement, marked as **Exhibit "A"**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert back to the applicant. The Automobile Burglary and Theft Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. ENTIRE AGREEMENT

8 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2016.

County of Galveston by:

Mark Henry, County Judge

Date Signed

ATTEST:

Dwight D. Sullivan, County Clerk

City of Galveston by:

Brian Maxwell, City Manager

7/26/16

Date Signed

ATTEST:

Janelle Williams, City Secretary

CITY OF GALVESTON ★ 1839 ★

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

PROTECT IT. IT'S YOURS.
NEVER UNLOCKED, NOTHING IN VIEW.
Auto Burglary & Theft Prevention Authority

Automobile Burglary and Theft Prevention Authority

FY17 Statement of Grant Award

Budget Summary and Support Schedules

Budget Category	ABTPA Funds	Cash Match	In-Kind Match	Total
Personnel (Salaries/Overtime)	$425,002	$4,500	$0	$429,502
Personnel (Fringe Benefits)	$0	$165,550	$0	$165,550
Contractual	$0	$0	$8,820	$8,820
Travel	$10,000	$0	$0	$10,000
Equipment		$24,000	$0	$24,000
Supplies & Direct Operating Exp.	$43,095	$43,820	$2,500	$89,415
Totals	**$478,097**	**$237,870**	**$11,320**	**$727,287**

Sources of Match Tables

List Source(s) of Cash Match*	Amount
Galveston County	$145,120
City of Galveston	$29,950
City of La Marque	$22,500
City of Hitchcock	$16,300
Program Income	$24,000
Total	**$237,870**

List Source of In-Kind Match	Amount
Galveston County	$11,320
Total	**$11,320**

*List Program Income used as cash match as a separate line

PROTECT IT: IT'S YOURS
NEVER UNLOCKED, NOTHING IN VIEW.
Auto Burglary & Theft Prevention Authority

Automobile Burglary and Theft Prevention Authority

FY17 Statement of Grant Award

Budget Summary and Support Schedules

Personnel - Title or Position	# of Personnel	% of Salary	ABTPA Funds	Cash Match	In-Kind	Total
Project Director	1	5%	$0	$4,500	$0	$4,500
Commander	1	100%	$75,713	$0	$0	$75,713
Asst Commander (Galveston PD)	1	100%	$65,001	$0	$0	$65,001
Agent (Galveston County SO)	1	100%	$70,307	$0	$0	$70,307
Agent (Galv Co Constable Pct 8)	1	100%	$54,468	$0	$0	$54,468
Agent (La Marque PD)	1	100%	$57,597	$0	$0	$57,597
Agent (Hitchcock PD)	1	100%	$46,032	$0	$0	$46,032
Agent (GCSO Environmental)	1	20%	$14,062	$0	$0	$14,062
Analyst/Office Manager (GCSO)	1	80%	$41,822	$0	$0	$41,822
Agent - Reserve (GCSO)	1	100%	$0	$0	$0	$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
Total Direct Salaries	10		$425,002	$4,500	$0	$429,502
Total Overtime						
Total Requested Amounts			$425,002	$4,500	$0	$429,502

Budget Narrative

Project Director: Administrative and advisory position. Acts as a liaison between the Sheriff, County Officials, Chiefs of Police and the Task Force. Maintains a line of communication with the Texas ABTPA Board and staff. Our assigned Project Director changed in FY 2016. Match amount is based on the estimated amount of time he will spend in FY 2017 working for ACTF (approximately 5%) with at least 112.5 hours for the year at $40/hr. No portion of his salary will be funded by grant funds.

Commander (Galveston County Sheriff's Office): Supervises daily operations of Task Force including strategy development and case assignment/review. Maintains communication with the Governing Board, Project Director, Field Agents, and office personnel. Commander stays in contact with County Auditor and Purchasing Agent to ensure compliance with appropriate State and County regulations. Provides tactical and strategic analytical support to all Local, County, State, and Federal Agencies. Commander coordinates with Office Manager/Analyst concerning appointments, travel, training, and monitoring of financial records. Attends and conducts Peace Officer Training and Public Awareness Programs as needed. Commander is 100% assigned to ACTF. (Gross Salary: $75,713 with anticipated 3% COLA; ABTPA Funding: $75,713)

Assistant Commander (Galveston Police Department): Conduct investigations, both pro-active (self-initiated) and reactive as assigned by the Commander. Operate both overtly and covertly as deemed necessary by the Commander. Attend and conduct Peace Officer Training. Conduct public awareness programs as directed, serve as liaison to their home agency sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested to related to ACTF stated mission assignments. Assumes command in absence of Commander. Assistant Commander is 100% assigned to ACTF. (Gross Salary: $65,001 with anticipated 3% COLA, ABTPA Funding: $65,001)

Agents: Conduct investigations, both pro-active (self-initiated) and reactive as assigned by the Commander. Agents operate both overtly and covertly as deemed necessary by the Commander. Agents attend and conduct Peace Officer Training. They will also conduct public awareness programs as directed, serve as liaison to their home agency sharing and gathering information related to motor vehicle crimes. Assist local, county, state, and federal agencies when requested to related to ACTF assignments. Agents assigned are provided by: Galveston County Sheriff's Office (Gross Salary: $70,307 with anticipated 3% COLA, ABTPA Funding: $70,307); Galveston County Precinct 8 Constables Office. Galveston County constables have been petitioning for many years for parity with GCSO employees, and received a 10% increase in FY 2016. It is anticipated the Constables could receive another 10% increase in FY 2017 and the following salary reflects that increase (Gross Salary: $54,468,

ABTPA Funding: $54,468); La Marque Police Department (Gross Salary: $57,597 wtih anticipated 3% COLA, ABTPA Funding: $57,597); Hitchcock Police Department (Gross Salary: $46,032 with anticipated 3% COLA, ABTPA Funding: $46,032). These agents are 100% assigned to ACTF. Respective agencies pay benefits and maintain assigned vehicles. An Environmental Sheriff's Investigator is assigned to ACTF and works 20% assisting in inspections (Gross Salary: $70,307 with anticipated 3% COLA, ABTPA Funding: $14,062). Additionally, the former Commander of ACTF retired in FY 2016 but has stayed on with GCSO as a reserve dedicated to ACTF. 100% of his reserve time (16 hours per month) will be spent on ACTF activities (no ABTPA grant funds).

Analyst/Office Manager: Manages ACTF office organizing files, paying bills, maintaining schedules, and performing intelligence analysis for Agents and other departments when requested. Assists in monitoring funds to ensure appropriate records of expenditures; assists Commander and Project Director with appointments, travel, itineraries, training, and the monitoring of financial records. Maintains an accurate ledger of all expenditures and schedule balances. Office Manager performs duties for ACTF 80% of time; other 20% performs duties for Nuisance Abatement and Environmental Crimes. (Gross Salary: $52,278; ABTPA Funding: $41,822)

Note 1: Salaries listed are based on existing salary/benefit scales and/or contractual agreements between governmental entities and employees with respect to the percentage of their time dedicated to Auto Crimes Task Force. Included in the salary estimates listed for FY 2017 are a potential 3% adjustment to encompass cost of living adjustments; step increases; and/or salary increases due to contract negotiations. The exception to this is the agent position assigned by the Galveston County Constable's Office which reflects a potential 10% adjustment petitioning for parity with GCSO. All agencies are anticipating increases for the coming fiscal year.

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Auto Burglary & Theft Prevention Authority

Automobile Burglary and Theft Prevention Authority

FY17 Statement of Grant Award

Budget Summary and Support Schedules

Personnel - Fringe Benefits	% or $ Rate	ABTPA	Cash Match	In-Kind	Total
Retirement	16.4135%	$0	$69,758	$0	$69,758
Insurance	14.1126%	$0	$59,979	$0	$59,979
Life Insurance	0.0000%	$0	$0	$0	$0
Medicare	1.4695%	$0	$6,245	$0	$6,245
FICA	2.4824%	$0	$10,550	$0	$10,550
Other	4.4750%	$0	$19,018		$19,018
					$0
					$0
					$0
Total Fringe Benefits		$0	$165,550	$0	$165,550

Budget Narrative

Benefits used as cash match were estimated using Fiscal Year 2016 County and City funds reflecting any anticipated increases which may take effect in FY 2017. Each participated agency provides their own benefit packages which vary greatly from one another. These benefits include, but are not limited to, retirement, medical, incentive, unemployment, workman's compensation, supplemental death, alternate and/or Social Security, Medicare, longevity, certificate pay and equipment allowances. The amounts above are a combined total for all participating agencies and the percentages shown have been calculated to reflect this relative to the total grant salaries requested. A breakdown of each line listed above by participating agencies follows:

Retirement Match by Entity (Galveston County participates in 2 retirement plans and opts out of Social Security): Galveston County - $52,150; Galveston PD - $7,989; La Marque PD - $6806; Hitchcock PD - $2813. Total Retirement Match: 69,758

Insurance Match by Entity (includes Health, Dental, Worker's Comp and Unemployment and varies by agency): Galveston County - $36,872; Galveston PD - $10,151; La Marque PD - $5,488; Hitchcock PD - $7,468. Total Insurance Match: $59,979

Life Insurance Match by Entity: No information provided by any agency to calculate the value of the match. Total Life Insurance Match: $0

Medicare Match by Entity: Galveston County - $3,778; Galveston PD - $965; La Marque PD - $835; Hitchcock PD - $667. Total Medicare Match: $6,245

FICA Match by Entity (Galveston County does not participate in Social Security): Galveston PD - $4,127; La Marque PD - $3,571; Hitchcock PD - $2,852. Total FICA Match: $10,550

Other Match by Entity (includes Certification Pay, Longevity and Equipment Allowances and varies by Agency): Galveston County - $11,500; Galveston PD - $4,218; La Marque PD - $3,300; Hitchcock PD - $0. Total Match: $19,018

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Budget Summary and Support Schedules

Professional & Contract Description of Service	ABTPA Funds	Cash Match	In-Kind	Total
Software / Hardware Maintenance			$4,800	$4,800
Data Line Service			$4,020	$4,020
				$0
				$0
				$0
				$0
				$0
				$0
				$0
Total Professional & Contract	$0	$0	$8,820	$8,820

Budget Narrative

Software/Hardware Maintenance: In-Kind match using Fiscal Year 2017 County Funds. Auto Crimes Task Force maintains a local area network consisting of a server , workstations, and network printers to facilitate its operations and record keeping, multiple software packages, FAX/Modem operations, access to Texas Crime Information Center and access to the County of Galveston mainframe via connection to the County of Galveston county wide area network. The Galveston County Auto Crimes Task Force utilizes the OSSI multi-jurisdictional records management and mobile data systems. Direct and immediate access to appropriate technical and maintenance assistance is paramount in an investigative / intelligence based unit such as the Auto Crimes Task Force. Information concerning upgrades to hardware, software, and services are critical. The Galveston County Information Technology department will assist in a time of crisis or hardware failure and immediately send us a replacement until that piece of equipment is repaired.

Data Line Service: In-Kind match using Fiscal Year 2017 County Funds. Auto Crimes Task Force is connected to the County's Wide Area Network via high speed data line from our office in League City to the Galveston County Court House located in Galveston. This line provides a vital link allowing access to the jail information management system, warrant information, County and District Clerk, and financial management information system of Galveston County. Internet access is attainable for research. An Auto Crimes Task Force web site is maintained for information on vehicle thefts, prevention and other services provided by Auto Crimes Task Force is available on line at www.co.galveston.tx.us/actf. The Galveston County Auto Crimes Task Force also maintains a FACEBOOK page.

This line also provides our link to telephone service through the Galveston County Switchboard reducing our long distance costs substantially, thus removing base telephone service entirely.

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Auto Burglary & Theft Prevention Authority

Automobile Burglary and Theft Prevention Authority

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Budget Summary and Support Schedules

Travel

In-State Travel - Purpose	Destination	# of Travelers	ABTPA Funds	Cash Match	In-Kind	Total
ABTPA Meetings and/or Workshop	Austin/TBA	2	$860			$860
TAVTI	San Antonio	7	$5,075			$5,075
Southwest NATIA	San Antonio	3	$1,530			$1,530
Auto Theft Training	TBA	2	$1,450			$1,450
Investigative	TBA	Unk	$585			$585
						$0
						$0
In-State Travel Total			$9,500	$0	$0	$9,500

Out-of-State Travel - Purpose	Destination	# of Travelers	ABTPA Funds	Cash Match	In-Kind	Total
Investigative	TBA	Unk	$500			$500
						$0
						$0
						$0
Out-of-State Travel Total			$500	$0	$0	$500
Total Travel Budget			$10,000	$0	$0	$10,000

Budget Narrative

The current per diem rate for the county is $45 per day and the mileage rate is in conjunction with the IRS standard mileage rate.

ABTPA Funds for Fiscal Year 2017- $10,000.
Texas Automobile Burglary & Theft Prevention Authority: Quarterly/annual meetings and/or any Texas ABTPA sponsored event or meeting. Estimated: 2 people x $45/day per Diem x 4 days = $ 360; 2 hotel rooms x 2 days x $125/night = $500. Total: $860

Training: Travel expenses below are listed schools and others as yet to be announced to expand the level of training and knowledge of personnel assigned to Auto Crimes Task Force.

Texas Association of Auto Theft Investigators (TAVTI): South Regional Chapter of Texas Association of Auto Theft Investigators will conduct its annual seminar providing training, intelligence sharing and investigative contacts. Estimated: 7 people x $45/day per diem x 5 days= $ 1,575; 7 hotel rooms x 4 days x $125/night= $ 3,500. Total: $5,075

Southwest Technical Investigators (NATIA) : This conference shows updates and teaches new technology in surveillance. Estimated: 3 people x $45/day per diem x 3 days= $405; 3 hotel rooms x 3 days x $125/night= $1,125. Total: $1,530

Advanced and Specialized Auto Theft: Auto Crimes Task Force anticipates sending two personnel from the participating agencies to Part II of the Specialized Training. Formerly sponsored by the Texas Department of Public Safety, it is unknown who will now offer this school; however, we plan to send personnel when arrangements are made for another entity to provide this training. Estimated: 2 people x $45/day per diem x 5 days= $450; 2 hotel rooms x 4 days x $125/night= $1,000. Total: $1,450

Investigative: Investigations will likely necessitate both In-State and Out of State travel during the fiscal year. They include participation in Operation Gate / Spider Web type projects as they develop, assisting other projects or following investigative leads. $585 In-State and $500 Out-of-State are budgeted for this possibility. Total: $1,085

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Budget Summary and Support Schedules

Equipment

Equipment Description and Quantity	ABTPA Funds	Cash Match	In-Kind Match	Total
Work Truck		$24,000		$24,000
				$0
				$0
				$0
				$0
				$0
				$0
				$0
Total Equipment		$24,000	$0	$24,000

Budget Narrative

Work truck equipped: Cash match using Fiscal Year 2017 Program Income Funds - $24,000. Galveston County Auto Crimes Task Force relies on its vehicles to serve the project area. Auto Crimes Task Force currently purchases all vehicles. Maintenance and insurance are maintained by the assigned agent's home agency. In order to maintain a reliable fleet and minimize costs, ACTF attempts to use a rotation schedule based on mileage and age. We are requesting the use of program income to replace 1 vehicle. Replaced vehicle will be available for public auction and proceeds placed into Program Income to be used to
fund a portion of the project in the next fiscal year.

Supplies and Department Operating Expense

Supplies and Department Operating Expense - Description	ABTPA Funds	Cash Match	In-Kind	Total
Fuel	$2,500	$11,900		$14,400
Vehicle Maintenance/Insurance	$3,000	$7,200		$10,200
Wireless Communications	$16,000	$0		$16,000
Departmental Supplies	$2,500	$0		$2,500
Registrations	$2,100	$0		$2,100
Crime Prevention Supplies	$3,000	$0		$3,000
Office Supplies	$2,500	$0	$2,500	$5,000
Towing	$500	$0		$500
Service Contracts	$10,995	$0		$10,995
Utilities, Building Maintenance & Alarm	$0	$24,720		$24,720
Total Supplies & DOE	$43,095	$43,820	$2,500	$89,415

Budget Narrative

Fuel: ABTPA Funds for Fiscal Year 2017- $2,500; Cash match using Fiscal Year 2017 County and City Funds. ACTF maintains a fuel card account utilized for travel outside of Galveston County during investigations, training, Crime Prevention Programs and emergency situations when an Agent cannot fuel his vehicle from his agency's facility . Proper documentation concerning tax exempt status is maintained to ensure we are not taxed. We regularly travel outside our normal area of operation during investigations and to assist requesting agencies. We estimate $2,500 should cover fuel costs for bait vehicles, Crime Prevention vehicles, and travel expenses not covered by the cash match of the cities and county. Cash Match by Entity: Galveston County - $8,000; City of Galvston - $1,300; City of La Marque - $1,300; City of Hitchcock - $1,300. Total Match: $11,900

Vehicle Maintenance/Insurance: ABTPA Funds for Fiscal Year 2017- $3,000; Cash match using Fiscal Year 2017 County and City Funds. Auto Crimes Task Force has 2 bait vehicles, a bait cargo trailer, bait all terrain vehicles and bait personal water craft. These vehicles are used for bait, surveillance, and other covert activities. Bait Vehicles are equipped with various tracking devices, cameras, sound and recording systems. $3,000 covers maintenance costs of the bait vehicles, License Plate Reader vehicle, heavy duty crime prevention truck; crime prevention trailer and other

trailers. Insurance for these vehicles is provided by the county. Insurance and maintenance provided by each participating agency for 6 full time agents' vehicles is cash match, by entity as follows: Galveston County - $3,600; City of Galveston - $1,200; City of La Marque - $1,200; City of Hitchcock - $1,200. Total Match: $7,200

Wireless Communications: ABTPA Funds for Fiscal Year 2017 - $16,000. Cell phones used by ACTF support field activities, sharing information and requests for analytical assistance. We have cellular data links in bait vehicles and other data links for our LPR and tracking units to operate our GPS system. GCACTF maintains two IP video cameras used for surveillance. This system utilizes two air cards. We will continue to use air cards with our laptop computers to send/receive data to identify motor vehicles , suspects, or relay information in surveillance situations in a timely and secure method. Cell service is provided through Verizon Wireless with one data line through AT&T for our 980 GPS tracker. Surveillance equipment is proprietary to particular service providers and we will continue these services for FY 2017. Estimated cost: Verizon - $1,225/mo and AT&T Mobility - $52/month. We request an additional $676 for equipment costs for repairs/replacement of broken phones or electronic devices.

Departmental Supplies: ABTPA Funds for Fiscal Year 2017 - $2,500. This category deals with replacement of cleaners (degreasers), damaged hand tools, and many other items used by Auto Crimes Task Force Agents in the course of their assigned duties.

Registration Fees: ABTPA Funds for Fiscal Year 2017 - $2,100. Schools are discussed under Schedule C – travel in further detail. Additional training seminars may become available, both in Texas and in neighboring states that provide valuable information, expertise and contacts to the attending agents. Texas Association of Vehicle Theft Investigators: Date: October 2016, San Antonio, Texas $200/person x 7 people $1,400; Southwest Technical Investigators: Date: TBA 2017 $50/person x 3 people $150; Advanced and Specialized Auto Theft: Date: TBA 2016-2017 Costs unknown as of yet.

Crime Prevention Supplies: ABTPA Funds for Fiscal Year 2017 - $3,000. Crime prevention give-aways are used to deliver the message and philosophy of ABTPA and ACTF during crime prevention programs and presentations. The items will be embossed with the Texas ABTPA logo along with ACTF identifiers. The give-aways may consist of pencils, koozies, notepads, fans, pens, and usb devises to name a few as well as all Texas Automobile Burglary and Theft Prevention Authority literature . These funds will also be used to purchase supplies such as VIN etching stencil refills and etching cream.

Office Supplies: ABTPA Funds for Fiscal Year 2017 - $2,500; In-Kind match using Fiscal Year 2017 County Funds. Routine supplies, paper, batteries for electronics, audio/videotapes, and blank CD's/DVD's, etc. These items assist personnel to perform efficiently and professionally. Estimated cost for office supplies is $2,500 and accommodates expensive printer cartridges for agent's printer, which was provided by the County. Galveston County Information Technology will support and maintain the black and white laser printers and provide ink cartridges.

Evidence Towing: ABTPA Funds for Fiscal Year 2017 - $500. Auto Crimes Task Force utilizes our car hauler for most recoveries, however, some circumstances necessitate the use of a contract wrecker service. It is estimated that these instances should not exceed $500 in towing fees.

Service Contracts: ABTPA Funds for Fiscal Year 2017 - $10,995. Auto Crimes Task Force maintains service contracts with Vigilant Solutions, and Susteen for continued services to our technical equipment. Our annual renewal with Vigilant Solutions of $2,500 provides upgrades to the existing License Plate Reader system. The annual renewal for access to private data will be $7,500. Our renewal contract with Susteen, $995 provides upgrades to the Cellular Phone Data Retrieval system.

Utilities/Building Maintenance/Alarm: Cash match using Fiscal Year 2017 County Funds. Galveston County provides utility services (electrical, water, sewer, garbage disposal, etc...) and maintains/repairs the building for the Auto Crimes Task Force. 24-hour monitoring and call-out service for our office building (alarm systems) are also provided by Galveston County.

Automobile Burglary and Theft Prevention Authority

FY17 Statement of Grant Award

Budget Summary and Support Schedules

AGENDA ITEM #15.

COUNTY of GALVESTON

Department of Parks & Cultural Services

4102 Main Street (FM 519) • La Marque, Texas 77568
Phone: (409) 934-8100 • Fax: (409) 621-7986

U.S.M.C. Toys for Tots
2016 & 2017 Fee Reduction Request
Saturday, December 10, 2016 & December 9, 2017
for the parking lot next to the indoor pavilion at Walter Hall Park

5.1.2 Criteria for Requesting Reduction of a Permit Fee. The criteria for requesting such a reduction are:

i) Submit a written request to the Parks and Senior Services Department at least 90 days before the event;
ii) Describe the level of significant contributions the organization or agency has provided to a Galveston County park, Galveston County senior services and/or beach facilities, or the Galveston County community in the past year;
iii) Submit financial plans on the upcoming event, including all projected revenues and expenditures for the event;
iv) Submit background information regarding the organization or agency; and
v) Provide proof of current tax-exempt status or non-profit status, including IRS Form 990.*

Once all criteria are met, the Parks Department and Senior Services Department will submit the item to the Commissioners' Court agenda. Commissioners' Court will either approve reduction of the permitting fee or deny the request. A member of the organization requesting the reduction of a permit fee may be present at the Commissioners' Court meeting.

5.1.3 Options and requirements for Fee Reduction:

i) Fees may be reduced by up to 80%, but not to exceed a $1,000.00 reduction in fees.
ii) Admission to events receiving reduced fees must be open to the public free of charge. While event sponsors may charge for goods or services at the event, no admission or gate fee shall be charged.
iii) Galveston County must be identified as a sponsor of any event in which a fee is reduced. The County must be recognized on any and all print media, banners, websites and in a place of prominence at event locations during the event. Galveston County reserves the right to place a banner or signage at/in event grounds.
iv) Galveston County reserves the right to view sales and special event documentation at its request at any time.

Non-refundable user fees Amount:
Special Event User Fee (per estimated attendance of 1,500): $575.00
Fee Reduction Amount (80% off $575.00) = $460.00
Grand Total of User Fee Payment should reduction be approved: $115.00 for the FY-2016 event*

Deposit Amount (refundable and no waiver applied): $1,200.00*

***Please note that if the special event user fee rates are changed and approved by Commissioners' Court through the Department's Facility Permitting Policy or attendance figures change for the event in 2017, amounts will adjusted accordingly before the 80% reduction is applied.**

U.S.M.C

TOYS FOR TOTS

August 16, 2016

To the Commissioners of Galveston County;

I am writing on behalf of The Toy Run Committee Inc., an organization which supports the USMC Toys for Tots program. For the past 23 years the Toy Run Committee Inc. has been raising money and collecting toys for the USMC Toys for Tots Program. We provide support to the Galveston Marine Corps Division's Toys for Tots program in order to help them to provide toys during the holidays to those children in and around Galveston County who are not as fortunate and might otherwise not have toys to celebrate the holidays.

Our group works all year to raise money and collect toys for the USMC Toys for Tots Program. Just in the past three years, our committee has donated approximately $250,000 in addition to the toys we collected and given to the Galveston Marine Corps Toys for Tots program.

Our main event takes place on the second Saturday of December (December 10, 2016) at the Pasadena Fairgrounds.

For the past approximately 18 years, we have had a motorcycle run that leaves Walter Hall Park at around 10:30 am and rides in to the Pasadena Rodeo Grounds. We have had up to 1,500 motorcycles participate in the past. This ride is a fully escorted ride and all of the roadways are closed down for the ride, including I-45. During our time at Walter Hall Park, our group assembles in the front parking lot where the riders are lined up, safety meetings are conducted with the Road Guard and the four (4) Motorcycle Police Officers that escort the ride. Before the ride leaves Walter Hall Park, safety and the route that will be taken is discussed with the whole group and finally led in prayer. League City Police Department is also there to assist the ride in leaving Walter Hall Park until it reaches I-45. We asked the riders to either donate $10 or bring a new unwrapped toy. There is no admission charged to participate, it is all donations. The total proceeds from this day of events and our fund raising efforts carried out all through the year are presented to the Galveston Marine Corps Toys for Tots Coordinator the following day.

The Toy Run Committee Inc. has obtained its own 501(c) status. We work very hard to raise toys and money for the USMC Toys for Tots program and would appreciate the Commissioner's

Court granting us a discount of all fees associated with the use of the front parking lot at Walter Hall Park for the 2016 and 2017 December ride.

Thank you for your assistance in this matter. If you have any question or need anything further please do not hesitate to contact me at 832-506-6562

Paul Perry, President
Toy Run Committee, Inc. 501©(3)
PO Box 1069
Pasadena, Texas 77501
"Its all for the Kids"

AGENDA ITEM #16.

keep
bolivar
beautiful

PO Box 2475
Crystal Beach, Texas 77650

Julie Diaz, CDRP, CPO
Director
Galveston County Parks and Cultural Services
4102 Main Street
LaMarque TX 77568

Dear Ms. Diaz,

Attached is a request by Keep Bolivar Beautiful for approval of placement of park benches in the playground equipment area at Noble Carl Park located on the Bolivar Peninsula.

1. Persons Responsible for the administration of the project:

   Brenda Flanagan, Vice-President, Keep Bolivar Beautiful
   409-291-9092

2. Scope of Work:

   a. Local Residents will be donating a couple of benches in honor of loved ones to be placed at the corners inside the playground area at the Noble Carl Park for adults to use while children are playing on the equipment.
   b. These benches will be constructed out of TREX material. We are working with TREX to purchase these benches directly from them.

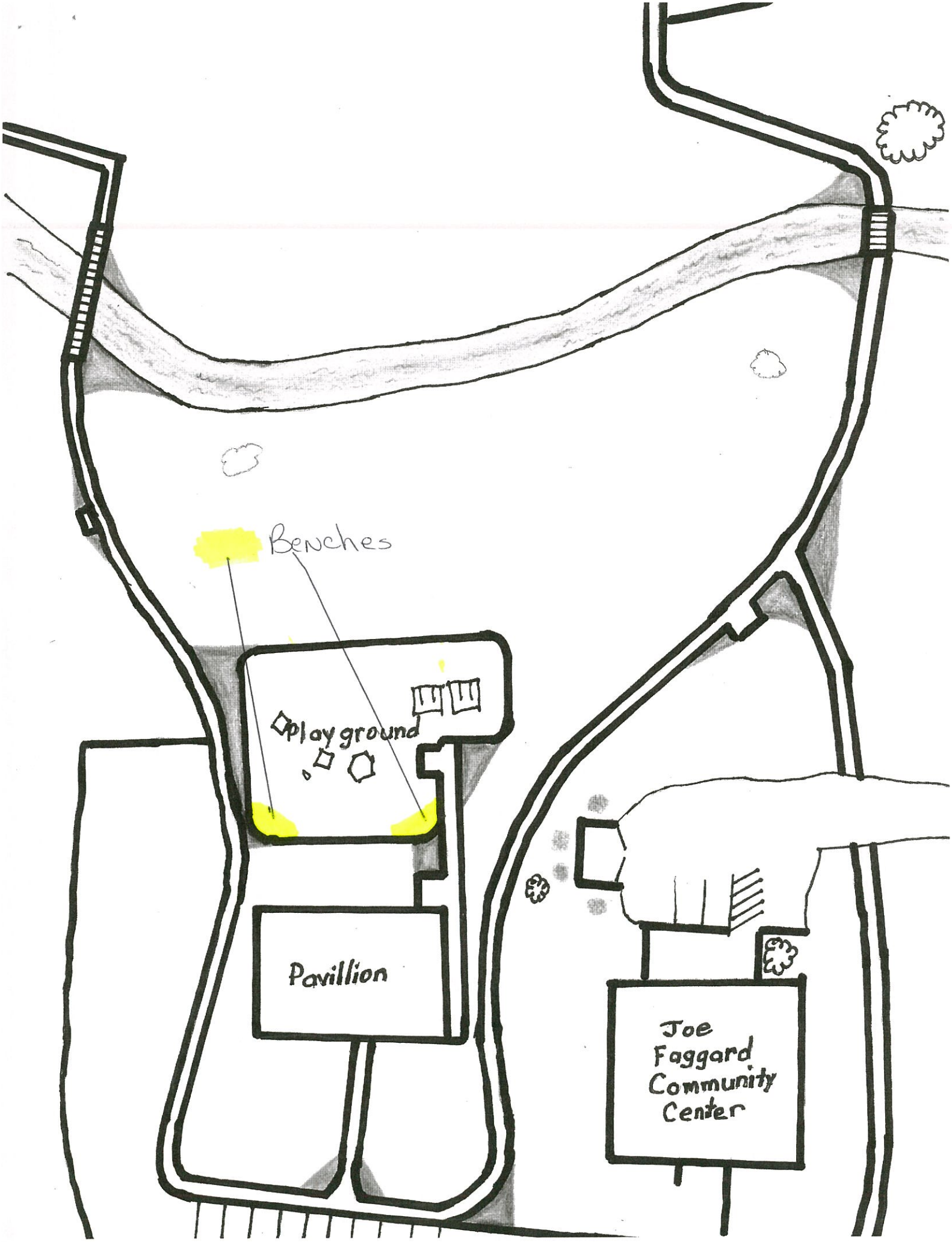
3. Project Layout:

   Attached is the proposed layout for the placement of the benches and a picture of a similar benches to be installed.

Thank you for your assistance in helping us with this continued beautification project of the Bolivar Peninsula.

Brenda Flanagan

Brenda Flanagan, Vice-President, Keep Bolivar Beautiful


Benches
Playground
Pavillion
Joe Faggard Community Center

- Furniture does not need to be stained, painted or sealed in any way due to the durable nature of the material
- Furniture is made of weather-resistant hdpe recycled plastic
- Easy to clean with soap and water
- Dimensions 24-1/4-inch length by 47-1/2-inch weigth by 36-inch heigth

AGENDA ITEM #17.

Bolivar Unlimited, LLC
PO Box 52402
Tulsa, OK 74152

August 10, 2016

Mr. Sean Welsh,
Galveston County Engineer
722 Moody Ave.
Galveston, TX 77550

Subject: Sand Pit Permit Application
Galveston County Bolivar Peninsula Existing Sand Borrow Pit,
USACE USG-2007-391Permit #19156-S-09 (through December 31, 2016),
Galveston Permit # 21755 (07).

Mr. Welsh,

We the owners of the Bolivar Unlimited Sand Pit located at 575 Hwy 87, Gilchrist, TX 77617, would like to request a permit to excavate and remove sand from land located at Abst 31, R. Barrow Survey Tract 1-B, 63.242 Acres, AKA Tract 1, Galveston County.

As described in the Galveston County Commissioners' Court Order for Removal of Sand, Marl, Gravel and Shell on Bolivar Peninsula , December 8, 2008, Application for Permit, we are providing the following:

Name of Applicant: Bolivar Unlimited, LLC,
Mark Cabaniss, Manager
2203 East 24th Street
Tulsa, Ok 74114

Location & Dimensions: 575 Hwy 87, Gilchrist, TX 77617, Abst 31, R. Barrow Survey Tract 1-B, 63.242 Acres, AKA Tract 1, Galveston County, see survey attached. The dimensions of the proposed excavation are 627 feet by 537 feet, see survey attached.

Contract Right: Applicant Name: Bolivar Unlimited, LCC (Mark Cabaniss, Manager), to excavate, take, remove, or carry away sand from the property, see attached

Filing Fee: See receipt attached.

This is an established upland borrow sand pit permitted by USACE. Sand has been removed from this property in the past for previous Galveston County dune construction and repair projects and is to be used in the upcoming Galveston County, Bolivar Peninsula Beach and Dune Restoration project.

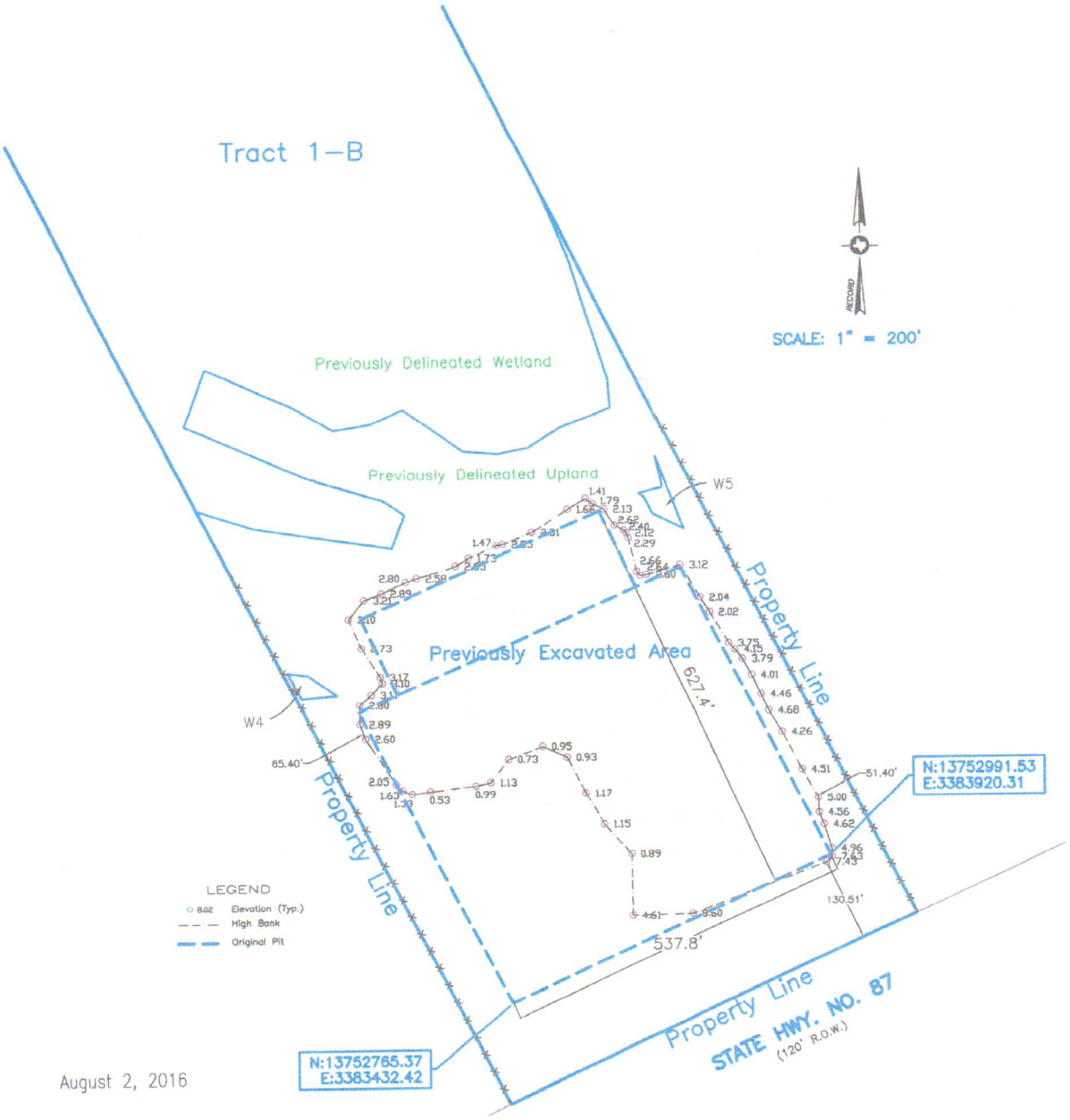
Tina Moore
469-964-7802

Please let us know if you have any questions or need additional information.

Thank you,

Mark Cabaniss
Bolivar Unlimited, LLC

Attachments:
1. USACE & Galveston County documents (21 pages)
2. Bolivar Unlimited, LCC warranty deed with Vendor's Lien (5 pages)
3. Current Borrow Area Survey (1 page)
4. Contract Right
5. Filing Receipt



August 2, 2016

Part of Tract 1-B in the Reuben Barrow Survey, A-31, in Galveston County, Texas, as said Tract 1-B is described in Partition Suit, Cause No. 111,730 and recorded in Volume 3065, Page 445, et seq., of the Deed Records of Galveston County, Texas.

I hereby certify that on the above date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Sidney Bouse
Registered Professional
Land Surveyor No. 5287

STATE OF TEXAS
REGISTERED
SIDNEY BOUSE
5287
PROFESSIONAL
LAND SURVEYOR

Rev. 08-09-2016
Rev. 08-18-2016

SURVEY DATE	August 2, 2016
FILE No.	0031-0001-0000-000
DRAFTING	sb
JOB No.	16-0689

COASTAL SURVEYING OF TEXAS, INC.
P.O. BOX 2742 (mailing)
CRYSTAL BEACH, TX 77650
ph (409) 684-6400
fx (409) 684-6112
975 LAZY LANE WEST, CRYSTAL BEACH
SURVEYGALVESTON.COM

NOTES:

1) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency and lies within the designated coastal barriers.
2) This property is subject to any restrictions of record.
3) Surveyed without benefit of a Title Report.
4) Elevations are shown in feet above Mean Sea Level NAVD '88 Datum as tied to NGS Monument HGCSD 64.

AGENDA ITEM #18.

Back Up (1 of 4)

COMMITMENT FOR TITLE INSURANCE

Issued By

Alliant National Title Insurance Company

SCHEDULE A

Effective Date: **July 25, 2016, 8:00 am**

Issued **August 1, 2016, 8:00 am**

GF No. **07-162714SP**

1. The policy or policies to be issued are:

   (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
   (Not applicable for improved one-to-four family residential real estate)
   Policy Amount:
   PROPOSED INSURED:

   (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
   - ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
   Policy Amount: ~~$328,000.00~~
   PROPOSED INSURED: **Laura L Hillman and Julian R Penny**

   (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
   Policy Amount: ~~$300,000.00~~
   PROPOSED INSURED: **Quicken Loans , and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions.**

   Proposed Borrower: **Laura L Hillman and Julian R Penny**

   (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
   Binder Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   (f) OTHER
   Policy Amount:
   PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in:
   SELECTIVE PROPERTY, INC., a Texas corporation

4. Legal description of the land:

   Lots 19 and 20, Block 6, SAN LEON TOWNSITE, according to map or plat thereof recorded in Volume 238, Page 27 (Indexed in Volume 8, Page 32), in the Office of the County Clerk of Galveston County, Texas.

BACK UP (2 of 4)

COMMITMENT FOR TITLE INSURANCE

Issued By

Alliant National Title Insurance Company

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

   Item No. 1, Schedule B, is hereby deleted.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. **Company has approved the current land title survey and upon request, and payment of any promulgated premium, this item will be amended in the policy(ies) to be issued to read: 'shortages in area'.**

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,

   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or

   b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or

   c. to filled-in lands, or artificial islands, or

   d. to statutory water rights, including riparian rights, or

   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of

access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year **2016**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year **2016** and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy (T-2R). (Applies to Texas Short Form Residential Loan Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

a. **Rights of Parties in Possession. (OWNER POLICY ONLY)**

b. **Rights of tenants, as tenants only, under unrecorded leases or rental agreements.**

c. **Visible and apparent easements on or across property described in Schedule A.**

d. **Any and all easements, building lines, and conditions, covenants, and restrictions as set forth in plat recorded under Volume 238, Page 27 (Indexed in Volume 8, Page 32) in the Office of the County Clerk of Galveston County, Texas.**

e. **Inclusion within San Leon MUD.**

f. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other**

minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

g. **Matters as disclosed by the examination of survey prepared by Piotr A. Debski, Registered Public Surveyor No. 5902, dated December 1, 2015:**

A) Covered Wood Deck protrudes and/or encroaches West Boundary Line of said Lot 19

Officers and Directors Info

Officers and Directors

SELECTIVE PROPERTY INC

Report Year :2015

Officer and director information on this site is obtained from the most recent Public Information Report (PIR) processed by the Secretary of State (SOS). PIRs filed with annual franchise tax reports are forwarded to the SOS. After processing, the SOS sends the Comptroller an electronic copy of the information, which is displayed on this web site.The information will be updated as changes are received from the SOS.
You may order a copy of a Public Information Report from or Comptroller of Public Accounts, Open Government Division, PO Box 13528, Austin, Texas 78711.

Title	Name and Address
DIRECTOR	**NORMAN K BURGHARDT** 4603 KILMARNOCH WAY MISSOURI CITY, TX 77459
PRESIDENT	**NORMAN K BURGHARDT** 4603 KILMARNOCH WAY MISSOURI CITY, TX 77459
DIRECTOR	**REGINAL E COLEMAN** 18206 BAL HARBOUR DR. HOUSTON, TX 77058
TREASURER	**REGINAL E COLEMAN** 18206 BAL HARBOUR DR. HOUSTON, TX 77058

LICENSE AS TO ENCROACHMENT OF BUILDINGS

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

WHEREAS, the County of Galveston, Texas, hereinafter called "County" is the owner of the following described real property (right of way), to wit:

Avenue "A" and Seventeenth Street, San Leon, Galveston County, Texas

WHEREAS, Norman K Burghardt, of Selective Property, Inc., a Texas Corporation, hereinafter called "Licensee" is the owner of the following described real property, to wit:

Lots Nineteen (19) and Twenty (20), in Block Six (6), of San Leon Townsite, a subdivision in Galveston County, Texas, according to the map or plat thereof, recorded in Volume 238, Page 27 of the Map Records and transferred to Plat Record 8, Map No. 32, both of Map Records of Galveston County, Texas

They having acquired the property from Vendors Lien retained in deed dated December 18, 2015, filed for record in the Office of the County Clerk of Galveston County, Texas, on December 22, 2015, under County Clerk's File No. 2015078081, from Paula Fielder f/k/a/ Paula Cole, an unmarried woman to Selective Property, Inc., a Texas corporation, securing the payment of one note in the principal amount of $66,400.00, payable as therein provided to the order of Norman Burghardt; said note being additionally secured by a Deed of Trust of even date therewith in favor of Steven S. Newsom, Trustee(s), and filed for record in the Office of the County Clerk of Galveston County, Texas on December 22, 2015, under County Clerk's File No. 2015078083.

WHEREAS, the attached Exhibit "A" discloses that there is an encroachment ("Encroachment") on the right of way consisting of a portion of covered wood deck protruding and/or encroaching West Boundary Line located primarily on Lot 19, and adjacent to Seventeenth Street ROW, Block 6, San Leon Townsite in Galveston County, Texas, said Encroachment being more fully described as follows:

As described in Exhibit "A"

WHEREAS, Licensee has requested permission to use that portion of the right of way upon which the encroachment is located in order to allow the house to remain as constructed for the period of time hereafter stated; and

WHEREAS, the County and Licensee, acting on behalf of himself, and his heirs, successors and assigns, desire to establish the ownership and use of their respective properties described above and the improvements thereon, and in that regard have agreed among themselves as follows:

1. That Licensee is making no claim, by adverse possession or otherwise, to any part of the right of way but that Licensee's encroachment on the right of way is done solely by virtue of the permission granted by this agreement.

2. That Licensee, with the exception of the limited rights herein permitted, does by these presents DISCLAIM, RELINQUISH, RELEASE AND FOREVER QUITCLAIM unto the County, that portion of the right of way, over and onto which the Licensee's Encroachment encroaches.

   TO HAVE AND TO HOLD the said premises, together with all rights, hereditaments and appurtenances thereto belonging unto the County, its successors and assigns forever, so that neither Licensee, nor any person or persons claiming under Licensee shall at any time hereafter have or claim any part thereof.

3. That County, by signing this agreement, agrees to permit the Encroachment to exist for a maximum period of **Thirty (30)** years from date of execution of this Agreement or until such time prior to the expiration of such **Thirty (30)** year period it is destroyed by an act of a third party; by natural events; by time, wear or tear; or until it is removed at the will and election of Licensee.

4. That Licensee will not construct any additional improvements within or upon the right of way or make any repairs or alterations to the house which compromises the Encroachment other than such minor repairs as are reasonably required.

5. That at such time as this agreement terminates, expires or is cancelled, for any reason whatsoever, Licensee shall remove all improvements and appurtenances owned by him, situated in, on, over, under or attached to the right of way, and Licensee shall restore the right of way to such condition as is then specified by the County.

6. That if Licensee fails to remove all improvements and appurtenances or if Licensee fails to restore the right of way as required, title to such improvements, including the portion or portions hereof located on the Licensee's property as described in Deed of Trust filed under Clerks File Number 2015078083, shall immediately vest in the name of County. In addition, the Licensee authorized County to enter upon his Property as described in Exhibit "A" and/or as well as property described in Clerks File 2015078083 for the purpose of removing said Encroachment, and County

shall have the right to do all work necessary or cause such work to be done, and assess the cost of all work against Licensee and the County shall in no case be liable to Licensee for any damages or claims that may result to the remaining property of Licensee as a result of such entry and removal of such improvements.

7. That at such time as this agreement terminates, expires, or is cancelled, for any reason whatsoever, the improvements on Licensee's property above described, shall be constructed or reconstructed wholly within the correct boundary lines of Licensee's property.

8. In consideration of County permitting the encroachment, the Licensee further agrees to pay County, on date of execution of this agreement, a one-time fee of $1200.00. Failure of Licensee to make this payment shall automatically render this agreement null and void.

9. Licensee further agrees and is bound to hold the County whole and harmless against any and all claims for damages, costs and expenses, to persons or property that may arise out of or be occasioned by the use, occupancy and maintenance of the above described public property by Licensee, or from any act or omission of any representative, agent, customer, or employee of Licensee. This indemnity provision shall also cover any personal injury or damage suffered to County property, County employees, agents or officers. This provision shall also cover any claims for damages that any utility, whether publicly or privately owned, may sustain or receive by reason of Licensee's Encroachment on the right of way. Licensee shall never make any claim of any kind or character against the County for damages that he may suffer by reason of the installation, construction, reconstruction, operation, and/or maintenance of any public improvement or utility, whether presently in place or which may in the future be constructed or installed, including but not limited to, any gas, electric, water, or sanitary sever lines or mains, or storm sewer facilities, and whether such damage is due to flooding, infiltration, natural causes or from any other cause of whatsoever kind or nature. It is Licensee's intention, and a condition of this agreement, that this provision shall constitute a full and total indemnity against any kind or character or claim whatsoever that may be asserted against the County by reason of, or a consequence of having granted permission to License to use and maintain the County's property. Licensee agrees to defend any and all suits, claims, or cause of action brought against the County on account of same, and discharge any judgment or judgments that may be rendered against the County of Galveston in connection herewith. **Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the County of Galveston.**

10. That the encroachment being permitted herein is located within County owned right of way which contains a road and adjoining ditches. Licensee acknowledges that erosion, settlement or movement of this right of way is a constant threat. Licensee also acknowledges that having improvements constructed within the right of way increases the likelihood of such

improvements, located both within the right of way and on Licensee's Lot 19, San Leon Townsite, Galveston County, Texas, being damaged or destroyed by vehicular traffic. Licensee further acknowledges that such erosion, settlement or movement, and increased exposure to vehicular traffic, is a constant and continuing problem. Licensee acknowledged that a portion of, or all of the right of way, and Licensee's improvements encroaching thereon may be affected or destroyed. Licensee therefore agrees that in the event such erosion, settlement, or movement within the right of way is threatened or occurs, the County of Galveston a) may voluntarily undertake but is under no obligation to repair or restore any portion of the right of way or any pipe, ditch, or roadbed which may have been or may in the future be lost, and b) has no obligation now or in the future to reimburse or in any way be responsible to Licensee for any damages incurred or to be incurred to Licensee's improvements which are located within or adjacent to the right of way by any means whatsoever. Licensee further agrees that in the event any improvements constructed by Licensee or by his predecessors in title located within the right of way or adjacent thereto are ever threatened by erosion, settlement or movement, that he will solely be responsible for undertaking such steps, within the encroachment area as are desired by Licensee to prevent such erosion, settlement or movement.

11. That this encroachment agreement constitutes the entire agreement between the County and Licensee. No agreements, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.

12. That this Agreement shall be construed in accordance with the laws of the State of Texas. Venue shall lie in Galveston County.

EXECUTED to be effective this the _____ day of August, 2016.

COUNTY OF GALVESTON, TEXAS

By:_____
Mark Henry, County Judge

ATTEST:

_____
Dwight Sullivan, County Clerk

By:_____
Norman K Burghardt, License

Notary Acknowledgment

STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument acknowledged before me on August ___, 2016, by Mark Henry in his capacity as County Judge for the County of Galveston, Texas, on behalf of the County of Galveston, Texas.

_____
Notary Public in and for
The State of Texas

Notary Acknowledgment

STATE OF TEXAS §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on August 23, 2016, by Norman K Burghardt.

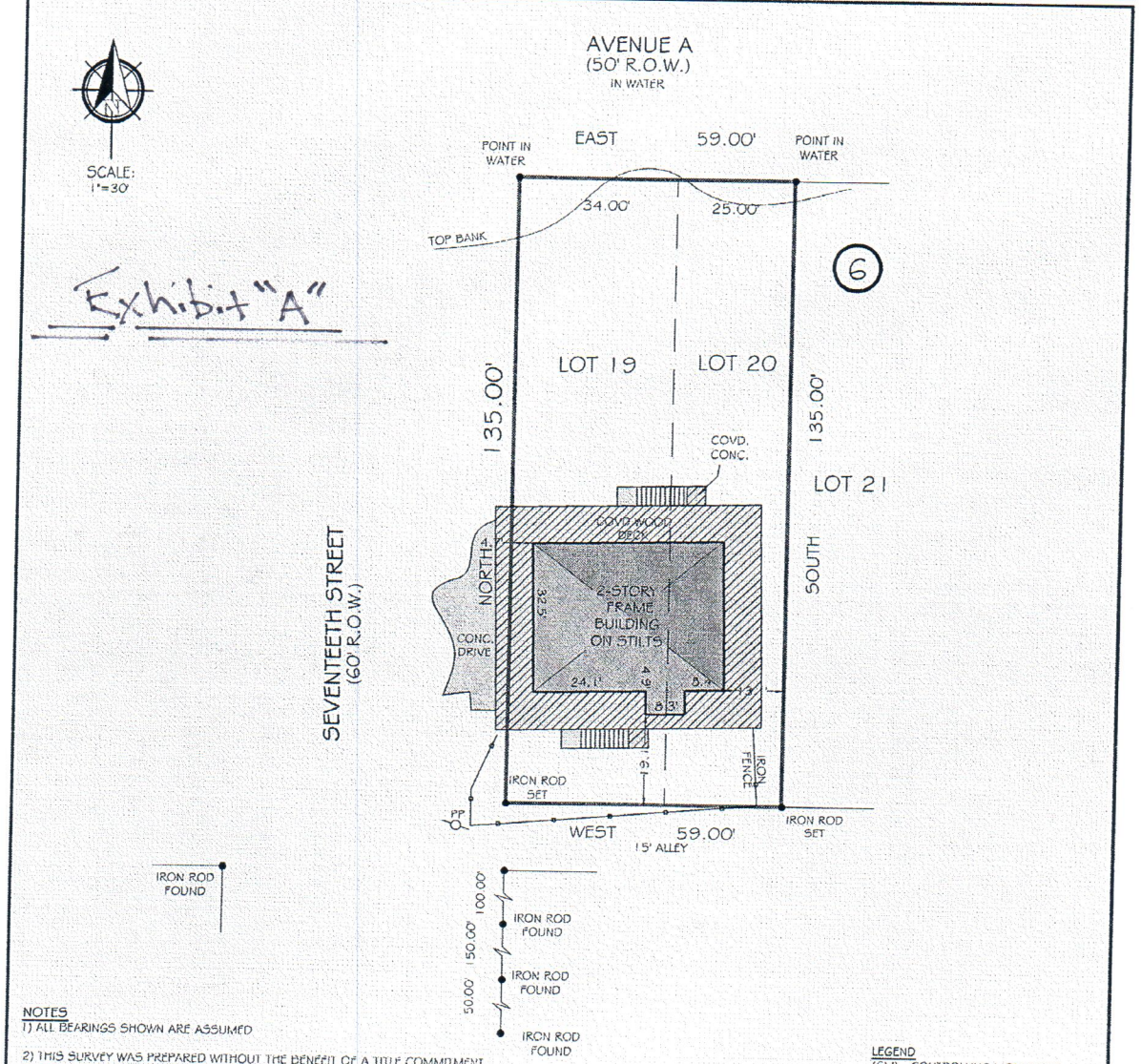
PHILIP JOSEPH CESSAC
Notary Public, State of Texas
My Commission Expires
January 27, 2017

_____
Notary Public in and for
The State of Texas

ADDRESS	: 109 17TH STREET SAN LEON,TX 77539
BUYER	: CYPRESS LAKE HOME SOLUTION LLC
TITLE CO	: TEXAS AMERICAN TITLE COMPANY
GF NO	: 7994-15-4032
LENDER	: N/A

A LAND TITLE SURVEY OF LOTS 19 AND 20, BLOCK 6 SAN LEON TOWNSITE

ACCORDING TO THE MAP OR PLAT THEREOF
RECORDED IN VOLUME 238, PAGE 27
OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS



NOTES
1) ALL BEARINGS SHOWN ARE ASSUMED
2) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THERE MAYBE EASEMENTS, RESTRICTION LINES NOT SHOWN HEREON, AND AFFECTING THE SUBJECT TRACT.

LEGEND
(CM) - CONTROLLING MONUMENT
R.O.W. - RIGHT OF WAY
C.C.F. - COUNTY CLERK FILE
P.P. - POWER POLE

PRIME TEXAS SURVEYS

FIRM NO. 10133000
JOB NO: 151345
DATE: DECEMBER 1, 2015

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT IT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY. THERE WERE NO ENCROACHMENTS APPARENT ON THE GROUND EXCEPT AS SHOWN HEREON.

FLOOD INFORMATION
*THIS TRACT DOES NOT APPEAR TO LIE WITHIN THE 100 YEAR FLOOD PLAIN AND IS IN ZONE "V18" AS LOCATED BY F.E.M.A. FLOOD INSURANCE RATE PANEL
NO: 485470 0105C DATED: 05-02-1983

STATE OF TEXAS REGISTERED PIOTR A. DEBSKI R.P.L.S. 5902 PROFESSIONAL LAND SURVEYOR

PIOTR A. DEBSKI
R.P.L.S. NO. 5902

PRIME TEXAS SURVEYS
2417 NORTH FWY
HOUSTON TX, 77009

WWW.PRIMETXSURVEYS.COM
ORDERS@PRIMETXSURVEYS.COM

DIR 713-864-2400
FAX 713-869-1008

AGENDA ITEM #19.

Proposed Members of the Early Voting Ballot Board

Bonnie Wilson	Presiding Judge	Republican
Jerry Luedecke	Alternate Judge	Democrat
Terry Wilson	Clerk	Republican
Karen Elrod	Clerk	Republican
Dave Garland	Clerk	Republican
Fran Card	Clerk	Republican
Gloria Augelli	Clerk	Democrat
Barbara Anderson Rice	Clerk	Democrat
Wendle Krnavek	Clerk	Democrat
Lorraine Williams	Clerk	Democrat
Bonnie Kitts	Clerk	Libertarian
Alternate Clerks *(to serve if there is a vacancy on the Board)*		
Troy Lucas	Alternate Clerk	Republican
Barbara Vollmer	Alternate Clerk	Republican
Mary Horn	Alternate Clerk	Republican
Verma Perry	Alternate Clerk	Democrat
James Malm	Alternate Clerk	Democrat
Carlos Orellana	Alternate Clerk	Democrat

Proposed Members of the Central Counting Station

Bruce Woodcock	Presiding Judge	Republican
Loretta Davis	Alternate Judge	Democrat
Dwight D. Sullivan	Manager	County Clerk
Bill Sargent	Assistant Manager	Chief Deputy Clerk for Elections
Susan Williams	Tabulation Supervisor	Elections Division
Shon Fragoso	Asst. Tabulation Supervisor	Elections Division
Wendi Crabtree	Asst. Tabulation Supervisor	Elections Division
Ernie Murrie	Tabulation Clerk	Elections Division
Cindy Eddy	Assistant Tabulation Clerk	Elections Division
Marilyn Richardson	Assistant Tabulation Clerk	Elections Division
Tommy Turnbow	Assistant Tabulation Clerk	Elections Division
Kathie Nenninger	Clerk	Republican
Loretta Roberts	Clerk	Republican
Jeannie Koenig	Clerk	Republican
Mary Hill	Clerk	Democrat
Thelma Ivory	Clerk	Democrat
Lisa Burke Cushing	Clerk	Democrat
Joh Hom	Clerk	Libertarian
Paul Bess	Alternate Clerk	Republican
Celeste Gray	Alternate Clerk	Republican
Gabriel Allen	Alternate Clerk	Republican
Andy Mann	Alternate Clerk	Republican
Barbara Meeks	Alternate Clerk	Republican
Judy Stapp-Hollis	Alternate Clerk	Democrat
Billie Hoskins	Alternate Clerk	Democrat
Vestere Merchant	Alternate Clerk	Democrat

AGENDA ITEM #20.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 08/18/2016	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: (Yes) No
4. Department Name: Information Technology	5. Department Contact: Winson James	
6. Description:	Annual Data Domain hardware maintenance renewal.	
7. IFAS PEID No: 701326	8. IFAS Req No: CR608206	9. Orgkey: 1101159100 / 10. Object Code: 5423000
11. Vendor: SCW	12. Vendor Contract No:	
13. Requested Legal Review: Yes / No (Explain if No)		

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Maint & Repairs Equipment	1101	$11,000.00	$10,702.18				
22. Totals:		$11,000.00	$10,702.18	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 8/30/16	Auto Renewal Contract: Yes / (No)	Bid No:
Contract End Date: TBD	Contract # Issued By Purchasing: CM116248	Form 1295 Certificate #: 2016-99897

Approved By:	Signature	Date
Department Head:	Sonny James	8/18/2016
Purchasing Agent:		8-22-16
County Legal:		08/19/2016

Contract Listed in Budget Documentation: (YES) NO

County Budget Office:		8/24/16

Budget Available and Funds are/will be Available: YES NO

County County Auditor:	Kurt Bulach	8/24/16

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 6-Jul-2016

Deliver To : INFORMATION TECHNOLOGY

Date Required : 6-Jul-2016

Quantity	Unit	Description	Unit Price	Total	Rvcd.		Paid
1	EA	MAINTENANCE- DD2500-36TB; SYSTEM, DD2500-12X3HDD	3595.67	3595.67			
		SAS, 36TB, NFS, CIFS; SERIAL NUMBER: FLA00142200					
		115					
1	EA	MAINTENANCE- U-ES30-30S; ES30 SHELF, 15X2TB SAS	2695.27	2695.27			
		HDD, UPGRADE; SERIAL NUMBER: APM00153820788					
1	EA	MAINTENANCE- DD2500-36TB; SYSTEM, DD2500-12X3HDD	3672.17	3672.17			
		SAS, 36TB, NFS, CIFS; SERIAL NUMBER: FLA00142200					
		116					
1	EA	MAINTENANCE- U-ES30-30S; ES30 SHELF, 15X2TB SAS	2695.27	2695.27			
		HDD, UPGRADE; SERIAL NUMBER: APM00153820787					
1	EA	MAINTENANCE- L-REP-2500; LICENSE, REPLICATOR,	624.71	624.71			
		DD2500					
1	EA	MAINTENANCE- L-REP-2500; LICENSE, REPLICATOR,	624.71	624.71			
		DD2500					
1	EA	MAINTENANCE- L-XCAP2500-B; LICENSE, DD2500 EXP	0	0			
		CAP, MORE THAN 66TB					
1	EA	MAINTENANCE- L-XCAP2500-B; LICENSE, DD2500 EXP	0	0			
		CAP, MORE THAN 66TB					
		TOTAL		13907.80			
		REQUESTED BY: CLAUDIA PEREZ					
		CALL NUMBER: 115117					
		FOR: ANNUAL DATADOMAIN HARDWARE MAINTENANCE					
		RENEWAL					
		TERM DATES: 06/02/2016 THROUGH 07/01/2017					

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process.

MMIT

~~DHIT~~

ITSO _____ Init/Date

Charge to a/c : 11011591005423000

CR#CR608206

Suggested Vendor : ~~BIDCON~~ SCW

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from vendor: ~~BIDCON~~ 701326

Purchase Order Number:

Date emailed to vendor:

Date emailed to AP:

Date approved in One Solution:

PURCHASING AGENT

Galveston County

INFORMATION TECHNOLOGY

5WH DATADOMAIN HARDWARE MAINTENANCE RENEWAL

Who: Infrastructure

What: Hardware maintenance renewal for DataDomain model DD2500 for 1 year (6/2/2016 - 6/1/2017).
DD2500-36TB SYSTEM,DD2500-12X3HDD SAS,36TB,NFS,CIFS; S/N FLA00142200115
U-ES30-30S ES30 SHELF,15X2TB SAS HDD,UPGRADE; S/N APM00153820788
DD2500-36TB SYSTEM,DD2500-12X3HDD SAS,36TB,NFS,CIFS; S/N FLA00142200116
U-ES30-30S ES30 SHELF,15X2TB SAS HDD,UPGRADE; S/N APM00153820787
2 - L-REP-2500 LICENSE,REPLICATOR,DD2500
2 - L-XCAP2500-B LICENSE,DD2500 EXP CAP,MORE THAN 66TB

Where: IT Datacenter

When: 6/26/2016

Why: The DataDomain is a vital part of the County's backup and restore procedure. It is a tapeless backup solution that utilizes a high compression rate to maximize storage on the unit. Current support expired on 6/1/2016

How: Obtain quotes from vendor, issue purchase order. (see attached quote)

Planned Costs:

Estimated Total: $18,000

Charge to: 5423000

Submitted by: Claudia Perez **Date:** 6/23/2016

Approved by: _____ **Date:** _____
IT Director / Assistant IT Director

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-99897

Date Filed:
08/16/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Southern Computer Warehouse
Marietta, GA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Galveston County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1490373
Computer goods

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

CARRIE BROWN
MY COMMISSION EXPIRES
NOTARY
PUBLIC
AUGUST 22, 2017
FULTON COUNTY, GEORGIA

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Josh Reardon, this the 16 day of August, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Starr Brown	Chief Operating Officer

infra enterprise

Galveston County Information Technology
Call Report - Call Number 115117

Call Details as at 4:19:10 PM, 6/24/2016

Call Details

Type:	Request/Service		
Call Ref/Job Ref:	/	**Customer:**	Perez, Claudia
IPK Status:	Service Request	**Customer VIP Status:**	Unspecified
IPK Stream:	Default	**Telephone:**	409-770-6201
Service:	PURCHASE REQUEST	**Organization:**	Information Technology
Config Item:	SERVER HARDWARE	**Location:**	Court House
Outage Created:	N	**Logged By:**	Perez, Claudia
Call Priority:	Low	**Current Officer:**	Perez, Claudia
Call State:	Open	**Current Group:**	Servers
Call Status:	Undefined	**Forward to Officer:**	
Call Physical Status:	Forward Internally	**Forward to Group:**	Administration

Call Description: Hardware maintenance renewal for DataDomain model DD2500 for 1 year (6/2/2016 - 6/1/2017).
DD2500-36TB SYSTEM,DD2500-12X3HDD SAS,36TB,NFS,CIFS; S/N FLA00142200115
U-ES30-30S ES30 SHELF,15X2TB SAS HDD,UPGRADE; S/N APM00153820788
DD2500-36TB SYSTEM,DD2500-12X3HDD SAS,36TB,NFS,CIFS; S/N FLA00142200116
U-ES30-30S ES30 SHELF,15X2TB SAS HDD,UPGRADE; S/N APM00153820787
2 - L-REP-2500 LICENSE,REPLICATOR,DD2500
2 - L-XCAP2500-B LICENSE,DD2500 EXP CAP,MORE THAN 66TB

Call Dates, Times and Expenses

Logged:	6/23/2016 3:05:23 PM	**Time Solving:**	0 hrs 3 mins	**Total Expenses:**	$0.00
Last Action:	6/23/2016 3:07:37 PM	**Downtime:**	25 hrs 14 mins		

Objects

Object Name	Upload/Update Date	Description	Security Profile
DataDomain maint 2016.docx	6/23/2016 3:07:02 PM	5wh	Unspecified
Galveston_061016_DD_Maint_UDI.pdf	6/23/2016 3:07:29 PM	UDI-Quote	Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
6/23/2016 3:05:23 PM	Perez, Claudia	Y	Unspecified	[Object DataDomain maint 2016.docx Uploaded] 5wh
6/23/2016 3:07:06 PM	Perez, Claudia	Y	Unspecified	[Call Updated]
6/23/2016 3:07:06 PM	Perez, Claudia	Y	Unspecified	[Object Galveston_061016_DD_Maint_UDI.pdf Uploaded] UDI-Quote
6/23/2016 3:07:37 PM	Perez, Claudia	Y	Unspecified	[Call Forward Internally to Group (Administration)]

Home | Search | Attachments | Pending Approvals

Search | Pending Approvals | Reselect | Select All | Search Options

Previous Page | Previous | Next | Next Page | Record 1 of 1

Add | Undo | Delete | Record Info | Save | Threaded Notes | Export | View Last Changes | Record Options

Show Grid | Restore Layout | Grid Options | Sort | Restore Layout | Screen Layout

Records | Attachments | Links

PR CR608206 PO Status PR Sec Cd 1591 Aprv

Vendor | RemitTo | ShipTo | BillTo

159100 Addr SA

INFORMATION TECHNOLOGY

722 MOODY AVE 2ND FL
GALVESTON, TX 77550

Reqst'd | Aprv'd | Printed

By LMICHAELS XT.6233

Date 07/06/2016

PO Total: $13,907.80

Invoiced: $0.00

Balance. $13,907.80

Details | Dates | Blanket | Req. Codes | Misc.

Req Codes

RR

NT

Items | Association Codes | Compliance | Notes

Items

Item Number	Quantity	Fully Qualified Account No.	Units	Description
0004	1	GL 11011591005423000	EA	MAINTENANCE U ES30 30S; ES30 SHELF,
0005	1	GL 11011591005423000	EA	MAINTENANCE L REP 2500, LICENSE,
0006	1	GL 11011591005423000	EA	MAINTENANCE- L-REP 2500; LICENSE,
0007	1	GL 11011591005423000	EA	MAINTENANCE L XCAP2500 B; LICENSE

6 / 8

Galveston County, Texas
Recommended Budget
Fiscal Year 2016 Contracts

Object	Pri	Description/Comments	Begin Date	End Date	Vendor	Contract Type	New	Qty	Unit Cost	Requested Amt	Recommended Amt
1101		**Fund: General Fund**									
1591		**Department: Information Technology**									
159100		**Division: Information Technology**									
5423000	1	StorageTek Support	10/01/2015	09/30/2016	BIDCON	CONTRACT IT	Y	1	3,000	3,000	3,000
		Maintenance on tape library			Bid and Contract Vendor						
5423000	1	Blade Maintenance	10/01/2015	09/30/2016	BIDCON		Y	1	45,000	45,000	45,000
		For production and testing			Bid and Contract Vendor						
5423000	1	Cisco Smartnet Maintenance	10/01/2015	09/30/2016	BIDCON		Y	1	150,000	150,000	150,000
					Bid and Contract Vendor						
5423000	1	IBM Maintenance for IFAS	10/01/2015	09/30/2016	BIDCON		Y	1	36,000	36,000	36,000
		Maintenance for IFAS Hardware			Bid and Contract Vendor						
5423000	1	Point to Point Connectivity	10/01/2015	09/30/2016	BIDCON		Y	2	4,000	8,000	8,000
					Bid and Contract Vendor						
5423000	1	Data Domain	10/01/2015	09/30/2016	BIDCON		Y	4	2,750	11,000	11,000
		Maintenance on Disk Storage			Bid and Contract Vendor						
5423000	1	EMC VNX Maintenance	10/01/2015	09/30/2016	BIDCON	CONTRACT IT	Y	1	37,500	37,500	37,500
		Maintenance on SAN storage			Bid and Contract Vendor						

CR 108 2016

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

Quotation (Open)

Date
Aug 23, 2016 05:00 PM
EDT

Doc #
1566613 - rev 1 of 1

Description
DATA DOMAIN

SalesRep
Reardon, Josh
(P) 770-579-8927 ext. 291

Customer Contact
Quiroga, Erin
(P) 409-770-5391
(F) 409-766-2521
Erin.Quiroga@co.galveston.tx.us

Customer
Galveston County TX (GT4418)
Quiroga, Erin
722 Moody St., Ste. 202
Galveston, TX 77550
United States
(P) (409) 770-5376
(F) (409) 621-7990

Bill To
Galveston County TX
ACCOUNTS, PAYABLE
PO Box 1418
Galveston, TX 77553
United States
denise.guess@co.galveston.tx.us

Ship To
Galveston County TX
REF, PO
722 Moody AVE
2ND FL INTO TECH
Galveston, TX 77550
United States
(P) 409-770-5377
(F)
denise.guess@co.galveston.tx.us

Customer PO:	**Terms:** Undefined	**Ship Via:** GROUND
Special Instructions:		**Carrier Account #:**

#	Description	Part #	Qty	Unit Price	Total
1	DATA DOMAIN SYSTEM,DD2500-12X3HDD SAS,36TB,NFS,CIFS ENHANCED SYSTEM SUPPORT (DD)	DD2500-36TB	1	$3,672.17	$3,672.17
2	DATA DOMAIN SYSTEM,DD2500-12X3HDD SAS,36TB,NFS,CIFS ENHANCED SYSTEM SUPPORT (DD)	DD2500-36TB	1	$3,672.17	$3,672.17
3	DATA DOMAIN LICENSE,REPLICATOR,DD2500 ENHANCED SOFTWARE SUPPORT (DD)	L-REP-2500	1	$624.71	$624.71
4	DATA DOMAIN LICENSE,REPLICATOR,DD2500 ENHANCED SOFTWARE SUPPORT (DD)	L-REP-2500	1	$624.71	$624.71
5	DATA DOMAIN LICENSE,DD2500 EXP CAP,MORE THAN 66TB ENHANCED SOFTWARE SUPPORT (DD)	L-XCAP2500-B	1	$0.00	$0.00
6	DATA DOMAIN LICENSE,DD2500 EXP CAP,MORE THAN 66TB ENHANCED SOFTWARE SUPPORT (DD)	L-XCAP2500-B	1	$0.00	$0.00
7	LICENSE BASE DD OE DD2500-36=IA	L-DDOE-DD2500-36	1	$1,054.21	$1,054.21
8	LICENSE BASE DD OE DD2500-36=IA	L-DDOE-DD2500-36	1	$1,054.21	$1,054.21

Subtotal:	$10,702.18
Tax (0.000%):	$0.00
Shipping:	$0.00
Total:	**$10,702.18**

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.

CR608204

EMC Ma

Quote Date: 03-AUG-2016
Quote Number: 4101933-942640
Version Number: V1

Sarbanes Oxley Requirement: The above Quote Number is REQUIRED on your PO

Quote To Contact:
Jarrod Gough
emc@techdata.com
800-237-8931(PH)
(FAX)

Quote To Customer:
GALVESTON COUNTY

Install at Party No. 646346 **Install at:** GALVESTON COUNTY, 722 MOODY, GALVESTON, TX, US

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
304017758R	R14-JUL-2016	1.1	FLA00142200115	135269252			FLA00142200115	DD2500-36TB	SYSTEM,DD2500-12X3HDD SAS,36TB,NFS,CIF
304017758R	R14-JUL-2016	2.1	FLA00142200116	135269260			FLA00142200116	DD2500-36TB	SYSTEM,DD2500-12X3HDD SAS,36TB,NFS,CIF
304017758R	R14-JUL-2016	3.1	FLA00142200116	135269266				L-REP-2500	LICENSE,REPLICATOR,DD2500
304017758R	R14-JUL-2016	3.2	FLA00142200115	135269258				L-REP-2500	LICENSE,REPLICATOR,DD2500
304017758R	R14-JUL-2016	3.3	FLA00142200115	135269254				L-XCAP2500-B	LICENSE,DD2500 EXP CAP,MORE THAN 68TB
304017758R	R14-JUL-2016	3.4	FLA00142200116	135269262				L-XCAP2500-B	LICENSE,DD2500 EXP CAP,MORE THAN 68TB
304017758R	R14-JUL-2016	3.5	FLA00142200115	167153688				L-DDOE-DD2500-36	LICENSE BASE DD OE DD2500-36=IA
304017758R	R14-JUL-2016	3.6	FLA00142200116	167153689				L-DDOE-DD2500-36	LICENSE BASE DD OE DD2500-36=IA

Comments

The specific description of the Product Warranty, Maintenance and Use Rights can be found at:

Notes:
This EMC Maintenance Quote is subject to the terms and conditions specified in the (i) applicable signed, maintenance related agreement between EMC and Customer; or (ii) if none, to the appropriate, standard EMC maintenance related agreement in effect on the date of this Quote, a copy of which shall be made available i the Quote; or (c) sending an email or other writing to EMC accepting this Quote. Once accepted, this Quote, including the payment obligations, becomes a binding order under the applicable agreement.

The prices on this Quote (i) reflect the configurations, service levels and/or other characteristics set forth herein; and (ii) are valid until sixty (60) days after the date of this Quote. Please submit your acceptance to EMC before this price validity period ends in order to ensure your receipt of the pricing listed on this Quote.

Please note EMC reserves the right to apply a 10% fee if your purchase order is received after the expiration date of your current maintenance contract in addition to any rights and remedies available to EMC under the applicable agreement that governs this Quote.

The prices on this Quote do not include any applicable taxes or levies, which shall also be paid by customer upon invoice by EMC; and are dependent upon EMC's use of its applicable remote access capabilities, if any, during the EMC warranty and/or maintenance period. If Customer disconnects, or otherwise does not allow the use of such remote access capability, then EMC shall invoice, and Customer shall pay, the amount of EMC's then current, standard surcharge for all impacted products during the affected portion of the maintenance period.

The maintenance period for each item shall start on the day immediately following the applicable Current Coverage Expiry Date and end on the applicable Renewal Coverage Expiry Date unless otherwise sooner terminated in accordance with the governing agreement. Any changes to the commencement, duration or expiration of a maintenance coverage period or to a configuration stated on this Quote require the approval of EMC.

Agreed by the undersigned, authorized Customer representative:

By (Sign):_____

ıintenance Quote

Currency: USD

EMC Corporation
2841 Mission College Boulevard
Santa Clara, CA 95054

Sales Rep Name:
Sandy Baltar
sandy.baltar@emc.com
(PH): -408-980-4564
(FAX): -650-887-2298

Bill To:
GALVESTON COUNTY

Support Option	Qty	Maintenance List Price for Quoted Period	Discounted Price for Quoted Period	Renewal Coverage Start Date	Renewal Coverage Expiry Date	Sales Order Number
ENHANCED SYSTEM SUPPORT (DD)	1	4,702.50	4,702.50	2-Jun-16	1-Jun-17	30401775
ENHANCED SYSTEM SUPPORT (DD)	1	4,702.50	4,702.50	2-Jun-16	1-Jun-17	30401775
ENHANCED SOFTWARE SUPPORT (DD)	1	800.00	800.00	2-Jun-16	1-Jun-17	30401775
ENHANCED SOFTWARE SUPPORT (DD)	1	800.00	800.00	2-Jun-16	1-Jun-17	30401775
ENHANCED SOFTWARE SUPPORT (DD)	1	-	-	2-Jun-16	1-Jun-17	30401775
ENHANCED SOFTWARE SUPPORT (DD)	1	-	-	2-Jun-16	1-Jun-17	30401775
ENHANCED SOFTWARE SUPPORT (DD)	1	1,350.00	1,350.00	2-Jun-16	1-Jun-17	30401775
ENHANCED SOFTWARE SUPPORT (DD)	1	1,350.00	1,350.00	2-Jun-16	1-Jun-17	30401775

Hardware Subtotal	[illegible]
Software Subtotal	[illegible]
Total	[illegible]

http://www.emc.com/products/warranty_maintenance/index.jsp

ıpon request. Customer may accept this Quote by (a) signing this Quote and returning it to EMC; (b) issuing a purchase order referencing this Quote to EMC for the items identified on

Name (Print): _____

Title: _____

Contact Number: _____

Contact Email: _____

Date: _____

Rev070720

Quote

Date	Quote #
16-Aug-16	Galveston_081616_DD_Maint

Bill To:
Galveston County

Ship To:
Galveston County

Sales Rep:
Dustin Huffman
Unique Digital, Inc.
10595 Westoffice Drive
Houston, TX 77042
(713) 777-0447

Item #	Description	Qty	Unit Price	Ext. Price
	Enhanced Hardware and Software Support Contract Valid 06/02/16 to 07/01/2017			
1	**DD2500-36TB** SYSTEM,DD2500-12X3HDD SAS,36TB,NFS,CIFS; S/N FLA00142200115	1	$4,702.50	**$4,702.50**
2	**U-ES30-30S** ES30 SHELF,15X2TB SAS HDD,UPGRADE; S/N APM00153820788	1	$3,451.50	**$3,451.50**
3	**DD2500-36TB** SYSTEM,DD2500-12X3HDD SAS,36TB,NFS,CIFS; S/N FLA00142200116	1	$4,702.50	**$4,702.50**
4	**U-ES30-30S** ES30 SHELF,15X2TB SAS HDD,UPGRADE; S/N APM00153820787	1	$3,451.50	**$3,451.50**
5	**L-REP-2500** LICENSE,REPLICATOR,DD2500	1	$800.00	**$800.00**
6	**L-REP-2500** LICENSE,REPLICATOR,DD2500	1	$800.00	**$800.00**
7	**L-XCAP2500-B** LICENSE,DD2500 EXP CAP,MORE THAN 66TB	1	$0.00	**$0.00**
8	**L-XCAP2500-B** LICENSE,DD2500 EXP CAP,MORE THAN 66TB	1	$0.00	**$0.00**
			SUBTOTAL	**$17,908.00**

Subtotal	**$17,908.00**
Estimated Sales Tax	**Will Invoice**
Estimated Shipping	**N/A**
Total	**$17,908.00**

SIGNATURE

*** Leasing Options Available*
*** Restocking Fees May Apply if Purchase Order Cancelled*
*** 4% Credit Card Fee Applicable*
*** Terms: Net 30*

Xerox WorkCentre 7845
SMTP Transfer Report

Job Status: SUCCESS Job has been transferred to the SMTP server.

Job Information

Device Name:	IT27XER
Submission Date:	07/06/16
Submission Time:	02:44 PM
Images Scanned:	4
Size:	170875
Attachment Name:	CR608206.pdf
Format:	Image-Only PDF
Encrypted E-mail:	No

SMTP Server

Address:	SMTP.gc.pri:25

Message Settings:

Subject:	CR608206
From:	noreply@co.galveston.tx.us
Reply To:	noreply@co.galveston.tx.us
To:	

1. prodoc@co.galveston.tx.us
2. Erin.Quiroga@co.galveston.tx.us
3. IT-Admin@co.galveston.tx.us

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AGENDA ITEM #21.

PO → CM

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 08/12/2016	2. Contract Type: (Expense) Revenue Other		3. Renewal Contract: (Yes) No
4. Department Name: Information Technology		5. Department Contact: Winson James	
6. Description:	Monthly OneSolution remote service processing maintenance.		
7. IFAS PEID No: 707408	8. IFAS Req No: CR609230	9. Orgkey: 1101159100	10. Object Code: 5423500
11. Vendor: SunGard Public Sector		12. Vendor Contract No:	
13. Requested Legal Review: Yes / No (Explain if No)			

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Maintenance of Software	5423500	$130,000.00	$111,100.00				
22. Totals:		$130,000.00	$111,100.00	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 4/1/16	Auto Renewal Contract: Yes (No)	Bid No: N/A
Contract End Date: 3/31/17	Contract # Issued By Purchasing: CM16534	Form 1295 Certificate #:

① NO HB1295

Approved By:	Signature	Date
Department Head:	Sonny James	8/12/2016
Purchasing Agent:		8-12-2016
County Legal:		08/12/2016

Contract Listed in Budget Documentation: (YES) NO

County Budget Office: 8/17/16

Budget Available and Funds are/will be Available: (YES) NO

County County Auditor: 8/18/16

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 12-Aug-2016

Deliver To : INFORMATION TECHNOLOGY

Date Required : 12-Aug-2016

Quantity	Unit	Description	Unit Price	Total	Rvcd.		Paid
111100	EA	BLANKET: SOFTWARE MAINTENANCE- MONTHLY	$ 1.00	$ 111,100.00			
		IFAS REMOTE SERVICE PROCESSING; MAINTENANCE					
		DATE: 04/01/2016 THROUGH 03/31/2017					
		TOTAL		*$ 111,100.00*			
		FOR: MONTHLY ONESOLUTION REMOTE SERVICE					
		PROCESSING MAINTENANCE					
		TERM DATES: 04/01/2016 THROUGH 03/31/2017					

I certify the above are required for discharge of my official duties and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate sequential and/or components of the item(s) listed and that requirements are not requested in a manner to avoid competitive bidding process

MMIT

~~DHIT~~

ITSO _____ Init/Date

Charge to a/c : 11011591005423500

CR#CR609230

Suggested Vendor : SUNGARD PUBLIC SECTOR

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from vendor: 707408

Purchase Order Number:

Date emailed to vendor:

Date emailed to AP:

Date approved in One Solution:

PURCHASING AGENT

Home | Search | Attachments | Pending Approvals

Search | Pending Approvals | Reselect | Select All | Search Options

Previous Page | Previous | Next | Next Page | Record 1 of 1

Add | Delete | Save | Undo | Record Info | Threaded Notes | Export | View Last Changes | Record Options

Show Grid | Restore Layout | Grid Options | Sorts | Restore Layout | Screen Layout

Records | Attachments | Links

PR CR609230 PO Status PR Sec Cd 1591 Aprv

Vendor | RemitTo | ShipTo | BillTo

707408 Addr PA

SUNGARD PUBLIC SECTOR INC

1000 BUSINESS CENTER DR
LAKE MARY, FL 32746

Phone Cd: FX (407) 304-1045

Reqst'd | Aprv'd | Printed

By LMICHAELS XT.6233

Date 08/12/2016

PO Total: $111,100.00

Invoiced: $0.00

Balance: $111,100.00

Details | Dates | Blanket | Req. Codes | Misc.

Confirming Person

Cust / Order #

Bid #

Contract #

End Use

Buyer

PO Type B

Pay By Amount

Account Terms

Items | Association Codes | Compliance | Notes

Items

Item Number	Quantity	Fully Qualified Account No.	Units	Description	Unit Price	Extended Am
0001	111,100	GL 11011591005423500	EA	BLANKET: SOFTWARE MAINTENANCE- MONTHL'	1.00	

1 / 1

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-101381

Date Filed:
08/18/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SunGard Public Sector, LLC
Lake Mary, FL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Galveston County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5919LG-COGALV
Monthly ONESolution Remote Service Processing (RSP)

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Panther Sub LLC	Jacksonville, FL United States	X	
Panther GP1	Jacksonville, FL United States	X	
Panther GP2	Jacksonville, FL United States	X	
Brown, Marianne	Jacksonville, FL United States	X	
Oates, Michael	Jacksonville, FL United States	X	
Woodall, James	Jacksonville, FL United States	X	
Norcross, Gary	Jacksonville, FL United States	X	

5 Check only if there is NO interested party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

MARSHALL F. HARRIS
MY COMMISSION # FF 218677
EXPIRES: April 8, 2019
Bonded Thru Notary Public Underwriters

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Tom Amburgey, this the 18th day of August, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Marshall F Harris	Marshall Harris	CONTRACTS SPECIALIST

SUNGARD® PUBLIC SECTOR

SunGard Public Sector LLC Remote Service Provider Addendum

RENEWAL

This Renewal Amendment is entered into under the terms and conditions of the existing Remote Service Provider Addendum dated April 5, 2006 (RSP Addendum) to the Software License Agreement (Agreement), between **SunGard Public Sector LLC** (SunGard) and **Galveston County, TX** (Customer). Unless otherwise stated below, all terms and conditions of the RSP Addendum and the Agreement shall remain in effect.

1. **Renewal Term:** The RSP Addendum shall, unless terminated early by Customer, renew for a Term which begins April 1, 2016 and continues for a period of twelve (12) months. Thereafter, this Agreement will be renewed as may be mutually agreed upon by the parties at the time of renewal. Customer may terminate this renewal Agreement effective upon conclusion of the Term for any reason, no reason or for convenience by providing not less than thirty (30) days prior written notice to SunGard.

2. **Monthly RSP Fee(s):**

   $9,253.54 (for the period ending March 31, 2017)

   Customer, as a governmental entity of the State of Texas, is exempt from the payment of taxes. In the event that there may be any applicable taxes for which Customer is not exempt, Customer shall be responsible for such taxes.

3. **Payment Terms:**

   Monthly RSP Fees are billed in advance and, to the extent allowed under the provisions of what is commonly referred to as the Texas Prompt Payment Act, will be due upon the first day of the applicable month.

   Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The terms and conditions contained in this Renewal Amendment, including the prices, will be honored as set forth herein, provided this Renewal Amendment is executed by March 31, 2016.

Customer Acceptance:

_____ Authorized Signature	Date	Mark Henry, County Judge Printed Name
Attest: _____ Dwight D. Sullivan County Clerk		

SunGard Public Sector

DocuSigned by: Lisa Neumann F4F503A54002479	3/17/2016	Lisa Neumann Controller
Signature	Date	Print Name and Title

Galveston County, Texas
Recommended Budget
Fiscal Year 2016 Contracts

Object	Pri	Description/Comments	Begin Date	End Date	Vendor	Contract Type	New	Qty	Unit Cost	Requested Amt	Recommended Amt
1101		**Fund: General Fund**									
1591		**Department: Information Technology**									
159100		**Division: Information Technology**									
5423500	1	Barracuda Web Filter 610	10/01/2015	09/30/2016	BIDCON	CONTRACT IT	N	1	5,000	5,000	5,000
		Software Subscription for WebFilter			Bid and Contract Vendor						
5423500	1	IFAS Microfocus/Cobal Support	10/01/2015	09/30/2016	BIDCON	CONTRACT IT	N	1	8,000	8,000	8,000
					Bid and Contract Vendor						
5423500	1	Kaseya Maintenance	10/01/2015	09/30/2016	BIDCON	SOFTWARE	Y	1	15,000	15,000	15,000
		Maintenance and Support for the Kaseya Application			Bid and Contract Vendor						
5423500	1	IFAS Cognos Support	10/01/2015	09/30/2016	BIDCON	CONTRACT IT	Y	1	25,000	25,000	25,000
					Bid and Contract Vendor						
5423500	1	IFAS Informix Support	10/01/2015	09/30/2016	BIDCON	CONTRACT IT	Y	1	17,050	17,050	17,050
					Bid and Contract Vendor						
5423500	1	IFAS Remote Support Maintenance	10/01/2015	09/30/2016	BIDCON	CONTRACT IT	Y	1	130,000	130,000	130,000
		Sungard Remote Support			Bid and Contract Vendor						
5423500	1	Casecatalyst Support Plan	12/01/2015	11/30/2016	404845	SOFTWARE	N	1	6,500	6,500	6,500
		Software maintenance for Casecatalyst support plan for the courts			STENOGRAPH LLC		CM12082				

AGENDA ITEM #22.a.

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

August 11, 2016

The Honorable Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for Ratification of Denial of Requests for Waiver or Refund of Penalty and Interest as Recommended by Penalty & Interest Review Committee

Dear Judge Henry:

The Penalty & Interest Review Committee met July 18, 2016 and, based on a review of all available information, denied the following requests for waiver or refund of penalty and interest. In conformance with the established Tax Office policy, we notified each property owner. Those listed below have not responded within the 21 days required in order to request your reconsideration. I have included for your information, a copy of the Committee Findings and Recommendation.

Therefore, I hereby request that Commissioners Court ratify the decision of the Penalty & Interest Review Committee and deny the following requests:

Account Number	Property Owner	Tax Year	Amount of Waiver or Refund
R290208	Dreyspring, Deborah	2015	$286.01(R)
R107215	Lausen, Scott	2015	$184.31(R)

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, PCC

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): SCOTT LAUSEN

Account #(s): R107215, R104767, R106695, R107252, R111210, R111211, R111369, 107215

Date Considered: 7/18/2016 Tax Year in Question: 2015

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Multiple opportunities to avoid delinquencies. No provisions for failure to respond timely to HTD correspondence.

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County

R107215
R104767
R106695
R107252
R111210
Account # R111211 R 111369

Cheryl E. Johnson, RTA
Tax Assessor Collector
Galveston County Courthouse
722 Moody Avenue
Galveston, Texas 77550
(409) 766-2284
Toll Free (877) 766-2284
Fax (409) 766-2479

Sheryl R. Swift, RTA
Chief Deputy, Business Services
(409) 766-2474

Rachael F. Crider, RPA
Chief Deputy, Property Tax
(409) 766-2476

Kimberly Hall
Chief Deputy, Operations
(409) 766-2487

Departments:

Property Tax Department
(409) 766-2481

Voter Registration Department
(409) 766-2280
Toll Free (888) 976-2280

Branch Office Locations:

Galveston Courthouse
722 Moody
Galveston, Texas 77550

North County Annex
174 Calder Road
League City, Texas 77573

Texas City Annex
2516 Texas Avenue
Texas City, Texas 77590

West County Annex
11730 Highway 6
Santa Fe, Texas 77510

MEMORANDUM OF FINDINGS

Attached please find a properly completed request for waiver or refund of penalty and interest. A review of the information provided and examination of the property tax records indicates that the section of the Texas Property Tax Code applicable to the request is as follows:

- [ ] There are no provisions in the Tax Code to address this issue.
- [ ] This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Appraisal District.
- [ ] Section 1.08 Postmark indicates date that is not timely or 1/4 not received within February.
  - [ ] Late 1/4 [ ] Late 1/2 [ ] Late Opt Out Entity
- [ ] Section 31.01(g) Failure to send or receive does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax.
- [ ] Clerical Error on part of:
  - [ ] CAD [ ] GCTO [ ] USPS *(and sufficient evidence provided)*
- [ ] Section 31.06 Remittance was not paid or honored.
- [x] Other: Customer attempted to pay on split pay schedule but payment were posted as quarter. P&I accrued on Q3.

The following summarizes the findings indicated above *(appropriate documents enclosed in folder)*:

- Mr. Kausen sent check #108 as first half payment on multiple accounts. It was sent back because it was written incorrectly - $600 short in written amount. Receipt date noted on send back is 12/4/15.
- Replacement check #109 was posted with receipt date 12/31/15
- Quarter pay coupon was produced for only one of the affected accounts.

continued...

Year	$ Amt Waiver/Refund		
2015			
R107215	45.40	R109409	18.06
R104767	12.03	R111210	23.36
R106695	19.53	R111211	28.35
R107252	25.18	R111369	12.40
		Total	184.31

Respectfully submitted,

Erma Evans
Senior Property Tax Specialist

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County

Account # R107215 + 7 other accts

MEMORANDUM OF FINDINGS

Cheryl E. Johnson, RTA
Tax Assessor Collector
Galveston County Courthouse
722 Moody Avenue
Galveston, Texas 77550
(409) 766-2284
Toll Free (877) 766-2284
Fax (409) 766-2479

Sheryl R. Swift, RTA
Chief Deputy, Business Services
(409) 766-2474

Rachael F. Crider, RPA
Chief Deputy, Property Tax
(409) 766-2476

Kimberly Hall
Chief Deputy, Operations
(409) 766-2487

Departments:

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Toll Free (888) 976-2280

Branch Office Locations:

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2516 Texas Avenue
Texas City, Texas 77590

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11730 Highway 6
Santa Fe, Texas 77510

Attached please find a properly completed request for waiver or refund of penalty and interest. A review of the information provided and examination of the property tax records indicates that the section of the Texas Property Tax Code applicable to the request is as follows:

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- [ ] This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Appraisal District.
- [ ] Section 1.08 Postmark indicates date that is not timely or 1/4 not received within February.
  - [ ] Late 1/4 [ ] Late 1/2 [ ] Late Opt Out Entity
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- [ ] Clerical Error on part of:
  - [ ] CAD [ ] GCTO [ ] USPS *(and sufficient evidence provided)*
- [ ] Section 31.06 Remittance was not paid or honored.
- [ ] Other: _____

The following summarizes the findings indicated above *(appropriate documents enclosed in folder)*:

- Check #118 for remaining balance was posted with receipt date of 6/29/16

RAC

Year	$ Amt Waiver/Refund
2015	$184.31

Respectfully submitted,

Erma Evans

Erma Evans
Senior Property Tax Specialist

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): DEBORAH DREYSPRING

Account #(s): R290208

Date Considered: 7/18/2016 Tax Year in Question: 2015

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Title company error. No error on part of GCTO or GCAD.

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County

Account # R 290208

Cheryl E. Johnson, RTA
Tax Assessor Collector
Galveston County Courthouse
722 Moody Avenue
Galveston, Texas 77550
(409) 766-2284
Toll Free (877) 766-2284
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174 Calder Road
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Texas City Annex
2516 Texas Avenue
Texas City, Texas 77590

West County Annex
11730 Highway 6
Santa Fe, Texas 77510

MEMORANDUM OF FINDINGS

Attached please find a properly completed request for waiver or refund of penalty and interest. A review of the information provided and examination of the property tax records indicates that the section of the Texas Property Tax Code applicable to the request is as follows:

- [ ] There are no provisions in the Tax Code to address this issue.
- [ ] This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Appraisal District.
- [ ] Section 1.08 Postmark indicates date that is not timely or 1/4 not received within February.
  - [ ] Late 1/4 [ ] Late 1/2 [ ] Late Opt Out Entity
- [x] Section 31.01(g) Failure to send or receive does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax.
- [ ] Clerical Error on part of:
  - [ ] CAD [ ] GCTO [ ] USPS *(and sufficient evidence provided)*
- [ ] Section 31.06 Remittance was not paid or honored.
- [ ] Other: _____

The following summarizes the findings indicated above *(appropriate documents enclosed in folder)*:

Customer states the incorrect address was listed on our records. The customers 2015 tax statement was returned to our office "undeliverable". However, after pulling the deed records of the property the "Seabrook" address was listed on the deed.

Year	$ Amt Waiver/Refund
2015	$286.01 (ref)

Respectfully submitted,

Erma Evans

Erma Evans
Senior Property Tax Specialist

AGENDA ITEM #23.a.

COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

August 24, 2016

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

Re: RFP #B132011 Grounds Maintenance for Galveston County
Contract #CM132011

Gentlemen,

The contract associated with RFP #B132011 Grounds Maintenance for Galveston County, is scheduled for its first extension on August 25, 2016. The contracted vendor for this service is Kleen Kut Landscape. No amendment to the contract has been requested at this time.

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachments

COUNTY OF GALVESTON
FACILITIES DEPARTMENT
722 MOODY, 6TH FLOOR
GALVESTON, TEXAS 77550
PHONE (409) 766-2384 FAX (409) 621-7971

July 25, 2016

Hill Olson
Property Manager

Mike Bell
Director

Debra Belany
Office Coordinator

To: Rufus Crowder
Re: Grounds Maintenance

It is my recommendation that we extend that Grounds Maintenance Contract (B132011) with Kleen Kut Landscaping for the period August 25thth 2016 to August 24thrd 2017. This is the 1st extension.

If you have any questions, please call me at 409-765-2643.

Mike Bell

Facilities Director

Dickey, Tammy

From: dukeapffel <dukeapffel@yahoo.com>
Sent: Wednesday, August 24, 2016 10:53 AM
To: Dickey, Tammy
Subject: Galveston County landscape maintenance contract extension.

Hi Rufus, Duke here. Just sending this email to confirm that Kleen Kit agreed to the contract extension for the next year. If you need anything else, please feel free to contact me. Thanks.

Sent via the Samsung Galaxy Express 3, an AT&T 4G LTE smartphone

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: **CM13259**

Invitation to Bid Number: **RFP #B132011 Grounds Maintenance for Galveston County**

Term of Contract: **Three (3) years with two (2) one (1) year extensions**

Initial term (Services): Beginning date of execution of this Contract by latest signatory to sign and terminating **August 24, 2016 .**

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

Contractor: **Kleen Kut Landscape**

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: (X) yes ( ) no

Performance Bond Required: (X) yes ( ) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

Kleen Kut Landscape
9630 Airway Lane
Galveston Texas
77554

County and Contractor agree as follows:

1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

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

15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

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

19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the Effective 23 day of August, 2013.

Contractor:

Kleen Kut Landscape

By:

Date: 8-1-13

Galveston County

By:

Mark A. Henry, County Judge

Date: August 20, 2013

Attest:

Dwight Sullivan, County Clerk

PROPOSAL FORM
GROUND MAINTENANCE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

THE FIRM OF: Kleen Kut Landscape Service

Address: 9680 Airway Lane
Galveston Texas 77554

FEIN (TAX ID): 457-13-8353

The following shall be returned with your proposal. Failure to do so may be ample cause for rejection of proposal as non responsive. It is the responsibility of the Proposer to ensure that Proposer has received all addenda.

Items:	**Confirmed (X):**
1. **References (if required)**	_____
2. **Addenda, if any**	#1 ____ #2 ____ #3 ____ #4 ____
3. **One (1) original and three (3) copies of submittal**	_____
4. **Proposal Form**	_____
5. **Vendor Qualification packet**	_____
6. **Debarment Certification**	_____
7. **Cashier's Check, Money Order or a proposal bond in the amount of five percent (5%) of the cost of the annual proposal**	_____
8. **Payment Terms:**	_____ net 30 _____ Other

Person to contact regarding this proposal: Duke Apffel

Title: Owner Phone: 409 740 7767 Fax: _____

E-mail address: Dukeapffel@yahoo.com

Name of person authorized to bind the Firm: Duke Apffel

Signature: [signature] Date: 8-1-13

Title: Owner Phone: 409 740 7767 Fax: _____

E-mail address: Dukeapffel@yahoo.com

CONDITIONS OF THE PROPOSAL: It shall be understood that by submission of this proposal, the Proposer agrees to all of the conditions of the Request For Proposals (RFP) dated 8-1, 2013 and any Addenda issued thereto and referenced above.

PROPOSER MUST SIGN HERE BELOW:

By signing here, the firm does hereby attest that it has fully read the instructions, conditions and general and special provisions and understands them.

Firm Name: Kleen Kut Landscape Service

Authorized Signature: [illegible]

Name & Title Printed: RALPH Apffel JR / OWNER

Telephone No.: 409 740 7767 FAX No.:

E-Mail Address: Dulle Apffel@yahoo.com

Date: 8/1/23

EXCEPTIONS (If no exceptions are taken, state NONE):

The remainder of this page intentionally left blank

PROPOSAL FORM
GROUND MAINTENANCE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

Proposer shall use this form to provide the information for notice.

1. Contact information for notice:

   Name: Duke Hyfl
   Address: 9670 Airway Ln
   Galveston Tx 77554
   Telephone Number: 409 7407767 Facsimile number: _____

2. If a copy of notice is requested, please complete below.

   Name: _____
   Address: _____
   _____
   Telephone Number: _____ Facsimile number: _____

3. If second or more copies are requested for notice, please supplement this form and clearly mark the supplement as "Supplementary Notice Information."

   Proposer to submit reference information. Proposer shall use this form to provide minimum required reference information. If Proposer wishes to provide more than the minimum, Proposer should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. References who can attest to the Proposer's capability to carry out the requirements set forth in this proposal:

   Name of Organization: Galveston County
   Name of Person: Butch
   Title of individual within Organization, if applicable: _____
   Business address: _____
   _____
   Telephone Number: _____ Facsimile number: _____

   Name of Organization: _____
   Name of Person: _____
   Title of individual within Organization, if applicable: _____
   Business address: _____
   _____
   Telephone Number: _____ Facsimile number: _____

   Name of Organization: _____
   Name of Person: _____
   Title of individual within Organization, if applicable: _____
   Business address: _____
   _____
   Telephone Number: _____ Facsimile number: _____

List of Available Machinery and Equipment

Vendor: Klean Kut Landscape Service

Project Area: _____

Equipment Type	Cut Width	No. of Units
JOHN Deere	60"	3
Ex-MARK	30"	1
Ex-MARK	21"	3
Stihl	Weedeater	6
Stihl	Blowers	3
Stihl	Hedgetrimmer	2
Echo	Edger	3
Echo	CLAINSAWS	3

PRICING PROPOSAL SHEET

MAINLAND – NORTH

Attachment 4

All proposers are to submit pricing below in the task areas per location

TASK	LOCATION			
	League City Annex 175 Pecan League City, TX	**Senior Center 2714 Hwy3 Dickinson ,TX**	**Emergency Mgmt. 1353 FM 646 Dickinson, TX**	**Auto Crimes 1620 Gill Rd. Dickinson, TX**
Base Proposal TASK 1 Turf Care	$450.00	100.00	200.00	$150.00
Mowing, trimming, Blowing, Litter Removal, Trimming of Shrubs (As Needed), Weeding of Beds , **Fertilization 2x Year: March and September**				
TASK 1 TOTAL	$14,400.00	3,200.00	$6,400.00	4,800.00
Base Proposal TASK 2 Color Bed				
Mulching 2x Year, Color Change Out 2x Year, Tree Trimming under 10' (As Needed)				
TASK 2 TOTAL	$14,450.00	—	$1,500.00	

31,750

PRICING PROPOSAL SHEET

MAINLAND- NORTH (continuation)

Attachment 4

All proposers are to submit pricing below in the task areas per location

TASK	(To Be Demolished)	LOCATIONS		
	North County Annex 1301 FM 646 Dickinson ,TX	Juvenile Justice Center 5500 Attwater Texas City, TX	Animal Resource Center 3412 Loop 197 North Texas City, Texas	Mid County Annex 9850 E.F. Lowry Expressway Texas City, Texas
Base Proposal TASK 1 Turf Care		$250.00	$250.00	$300.00
Mowing, Trimming, Blowing, Litter Removal, Trimming of Shrubs (As Needed), Weeding of Beds , **Fertilization 2x Year: March and September**		$8000	$8000.00	$9600
TASK 1 TOTAL	—	$~~[illegible]~~ ~~per~~	$~~[illegible]~~ per	~~$[illegible] per~~
Base Proposal TASK 2	N/A			
Mulching 2x Year Color Change Out 2x Year, Tree Trimming under 10' (As Needed)				
TASK 2 TOTAL	N/A		$200.00	$300.00

26,100

PRICING PROPOSAL SHEET

MAINLAND – WEST

Attachment 3

All proposers are to submit pricing below in the task areas per location

TASK	LOCATION			
	West County Annex 11730 Hwy 6 Santa Fe, TX	**Johnny Henderson Bldg. 203 Vauthier La Marque, TX**	**Texas City Courthouse Annex 2510 Texas Ave. Texas City, TX**	**Medical Examiner 6607 FM 1764 Texas City, TX**
Base Proposal TASK 1 Turf Care	$ 200.00	$150.00	$150.00	$150.00
Mowing, Trimming, Blowing, Litter Removal, Trimming of Shrubs (As Needed), Weeding of Beds , **Fertilization 2x Year: March and September**				
TASK 1 TOTAL	$6,400	$4,500.00	2,800.00	4,800.00
Base Proposal TASK 2 Color Beds				
Mulching 2x Year, Color change 2x Year, Tree Trimming under 10' (As required)				
TASK 2 TOTAL				

20800

PRICING PROPOSAL SHEET

ISLAND GROUP

Attachment 5

All proposers are to submit pricing below in the task areas per location

TASK	LOCATION			
	Courthouse 722 Moody Galveston, TX	Galveston County Senior Center 2201 Avenue L Galveston, TX	Facilities 1912 Sealy Galveston, TX	Records Center 2001 Sealy Galveston, TX
Base Proposal TASK 1 Turf Care	$400.00 per	$100.00 pa	$400.00 pa	—
Mowing, Trimming, Blowing, Litter Removal, Trimming of Shrubs (As Needed), Weeding of Beds , **Fertilization 2x Year: March and September)**				
TASK 1 TOTAL	$12,800	$3,200	N/A	N/A
Base Proposal TASK 2 Color Bed				
Mulching x2 year Color change 2x Year, Tree Trimming under 10' (As Needed)				
TASK 2 TOTAL	$400.00		N/A	N/A

3,200

2547.25

PRICING PROPOSAL SHEET

ISLAND GROUP (Continued)

Attachment 5

All proposers are to submit pricing below in the task areas per location

TASK	LOCATION			
	Galveston County Justice Center 601 54th 5700 Avenue H 600 59th			
Base Proposal TASK 1 Turf Care				
Mowing, Trimming, Blowing, Litter Removal, Trimming of Shrubs (As Needed), Weeding of Beds , **Fertilization 2x Year: March and September)**				
TASK 1 TOTAL	N/A			
Base Proposal TASK 2 Color Bed				
Mulching x2 year Color change 2x Year, Tree Trimming under 10' (As Needed)				
TASK 2 TOTAL	N/A			

Mulch Rings for Trees Care

2000

$2000

PRICING PROPOSAL SHEET

BOLIVAR PENINSULA GROUP

Attachment 6

All proposers are to submit pricing below in the task areas per location

TASK	LOCATION		
	AARP 1750 Hwy 87 Crystal Beach, TX 77650	Crystal Beach Annex 946 Nobel Carl Dr. Crystal Beach, TX 77650	Crystal Beach Fire & EMS Station 930 Noble Carl Drive Crystal Beach, TX 77650
Base Proposal TASK 1 Turf Care	$200.00	$200.00	$150.00
Mowing, Trimming, Blowing, Litter Removal, Trimming of Shrubs (As Needed), Weeding of Beds , **Fertilization 2x Year: March and September)**			
TASK 1 TOTAL	6,400.00	6,400.00	4,800.00
Base Proposal TASK 2 Color Bed			
Mulching x2 year Color change 2x Year, Tree Trimming under 10' (As Needed)			
TASK 2 TOTAL	250	250	—

17,100

GROUNDS MAINTENANCE SPECIAL CONDITIONS

SPECIAL NOTE
The Special Provision section of the Request for Proposal solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Request for Proposal and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

1. **Scope of Services**
   The County of Galveston is seeking a contractor or contractors to provide lawn and grounds maintenance services on county owned properties including office buildings and grounds.

2. **Term of Contract**
   The primary term of the contract will commence on the date of execution of the contract and terminate three (3) years thereafter. Contractor grants to County the unilateral right to exercise two (2), one (1) year options to renew this contract. An option to renew may be exercised only if all terms and conditions, other than the contract period being extended, remain unchanged and in full force and effect. Each renewal is to be executed in the form of a Modification/Change Order to the contract extending the contract period. The County must exercise an option to renew not earlier than thirty (30) days before expiration of the contract or the renewal period and not later than the final day of the contract or the renewal period. An option to renew may not cover more than one year, and the total period of this contract, including the primary term and all extensions, may not exceed a maximum combined period of five (5) years.

3. **Prohibited Proposers**
   Employees of the County Road Department and the County Parks Departments are prohibited from submitting proposals.

4. **Limitation on Contracts to be Awarded**
   The Specifications portion of this proposal refers to Service Locations by Project Areas.

5. **List of Available Machinery and Equipment**
   Each Proposer must complete and furnish with their proposal Attachment #1 entitled "Machinery and Equipment Available" form. This list will be used to determine whether or not the Proposer can adequately perform the required work. All equipment the Proposer anticipates committing to this contract should be included in the listing. Proposer should be able to demonstrate adequate back-up equipment or plan to allow for breakdowns. Insufficient and/or inadequate equipment as determined by the County is cause for rejection of a proposal. The County reserves the right to thoroughly inspect and investigate the establishment, facilities, business reputation, and other qualifications of any Proposer and to reject any proposal, irrespective of price, if a Proposer is determined to be lacking in any of the essentials necessary to assure acceptable standards of performance.

6. **Proposal Bond**
This paragraph supercedes Paragraph 32 of the General Provisions.

Each proposal shall be accompanied by a proposal guarantee in one of the following forms:

Cashiers Check, Money Order or a proposal bond acceptable to the County in the amount of five percent (5%) of the cost of the annual proposal. This amount must be calculated based on the total of the project areas being proposal upon, the total number of annual mowing cycles, the unit pricing per cycle and additional tasks. Failure to submit a proposal bond will result in the proposal being non-responsive.

Example:

Project area cost/cycle is $1200 x 42 Cycle = $50,400. The proposal bond is 5% or $2,520.

A Proposer will forfeit the proposal bond if he/she is notified of the acceptance of the proposal and fails to execute the contract and furnish necessary certificates of insurance within ten days after the date of receipt of the notice.

7. **Performance and Payment Bonds**
Paragraph 33 of the General Provisions does not apply.

8. **Program Administrator**
The Facilities Department will appoint a Program Administrator for each grounds maintenance project area. The Program Administrator is responsible for making inspections, monitoring the Contractor's activities, and ensuring the work is performed in accordance with the contract specifications. The Program Administrator shall record, process, and submit all pertinent information to the contract file for performance documentation.

Unless otherwise provided by specific provisions under this agreement, contractor operations and activities related and provided for in this agreement will be under the general supervision of the Facilities Director who for the purpose of this contract is:

Charles Kenworthy
Facilities Director
722 Moody (21st Street)
Sixth (6th) Floor
Galveston, Texas 77550
Telephone: (409) 766-2385
E-mail: Charles.kenworthy@co.galveston.tx.us

9. **Contact Person and Notice to Proceed.**
A notice to proceed will be given by the Facilities Department following the awarding of the proposal from Commissioners Court. Each Contractor shall interact only with their own Program Administrator. It is the responsibility of the Contractor to coordinate with the Facilities Department regarding the initiation of work for the awarded project areas. The Contractor must abide by the specifications detailed for each project area awarded to him.

The Contractor shall not begin work on the project area until the notice to proceed is received. Failure to obtain this notice may result in non-payment for work performed.

Contractor shall also submit a written maintenance schedule for each project area prior to receiving the notice to proceed from the Program Administrator. The Contractor will maintain this schedule throughout the mowing season. The payment for the first billing cycle will not be made until the Program Administrator receives the service schedule. If a Contractor needs to vary from the schedule, he/she shall notify the Program Administrator in writing of the variation in advance and specify an alternate completion schedule. This alternate completion schedule needs to be approved by the Program Administrator prior to its implementation.

Upon issuance of the notice to proceed, the Contractor shall begin work and shall proceed with all reasonable dispatch to complete same. The Contractor shall perform all services in a good and workmanlike manner and maintain the same schedule submitted to Program Administrator at the beginning of the mowing season. The Contractor will be required to maintain all project areas assigned within the time allotments -- maintenance cycles - set for each project area.

Inclement weather, such as storm or Ozone Action Days may result in the cancellation of a mowing cycle only if the Program Administrator determines that there was an insufficient time period during the entire mowing cycle available for the services described to be performed.

10. Completion of Each Mowing Cycle

The Contractor shall call in each day's completions that are ready for inspection. Each mowing cycle shall be considered complete when all work in the project area has been inspected and approved by the Program Administrator by using the Grounds Maintenance Contract Compliance Inspection Form, (attachment 2). The completed inspection form, with comments noted by the Program Administrator will then be signed by both the Program Administrator and the Contractor. The completed Contract Compliance Inspection Form for each work location shall be attached to the monthly invoice verifying work performed.

Failure to complete all areas in a project area within current cycle will result in a decrease in the invoiced amount corresponding to the portion(s) that have not been completed and the proposal amount stated for each incomplete portion. It may also result in early termination of the contract.

11. Cancellation of Mowing Cycle

The Program Administrator has the authority to cancel scheduled mowing cycles at any time for any reason including but not limited to prevailing weather conditions, and available funding. The Contractor will be notified of any cancellation(s). The County reserves the right to perform its own grounds maintenance operations during cancelled cycles.

12. Payment

Contractor shall be paid monthly in arrears, upon submission of properly prepared invoices. Contractor shall submit all invoices to:

Galveston County Auditors
P.O. Box 1418
Galveston, Texas 77550

Invoices must include the Contractors name, address, date, mowing cycles completed, billing cycle, project area, unit/cycle cost per project area, purchase order number, and total cost with the corresponding Contract Compliance Inspection Form for each location attached (Attachment 2). Each project area must be invoiced separately. Incomplete or inaccurate invoices may result in delayed or denied payments.

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GROUNDS - MAINTENANCE GENERAL CONTRACT REQUIREMENTS AND PROVISIONS

1. **Additional Insurance Requirements**
   In addition to the required insurance set forth in Paragraph 14 of the General Provisions, the Contractor must also provide comprehensive automobile liability coverage with the same limits of coverage. All insurance policies must name the County as an additional insured. The requirements set forth in Paragraph 14 do not establish limits of Contractor's liability. Contractor shall at all times during the primary term of the contract and all extensions thereof maintain such insurance coverage at its sole expense. All policies of insurance shall waive all rights of subrogation against County, its officers, employees and agents. Certified copies of original insurance policies shall be furnished to County's Purchasing Agent. The County reserves the right to require additional insurance should it deems it necessary. A Notice to Proceed with this contract will not be issued until the Contractor has complied with this section.

2. **Contractor's Responsibility for Damage and Claims\Indemnification**
   This paragraph supplements Paragraph 13 in the General Provisions. Contractor covenants and agrees to indemnify, hold harmless and defend Galveston County, its officers, agents, servants or employees from and against any and all claims for damages or injuries, including death, to any and all persons or property, of whatsoever kind or character, whether real or asserted, arising out of or incident to the services relating to the project to be performed by said Contractor, its officers, agents, servants or employees, under the terms and conditions of this contract, whether or not caused by negligence on the part of the County, or its officers, agents, servants or employees; and said Contractor does hereby covenant and agree to assume all liability and responsibility of County for injuries, claims or suits for damage to any and all persons or property, of whatsoever kind or character, occurring during the term of this agreement and arising out of or by reason of service, covenants or agreements performed by said Contractor, its officers, agents, servants or employees. Contractor likewise covenants and agrees to, and does hereby, indemnify and hold harmless the County from and against any and all injuries or damages to property of County during the performance of any of the terms and conditions of this Contract, whether arising out of or in connection with or resulting from any and all acts or omissions of the County, its officers, agents, servants or employees, or caused by negligence on the part of County, or their officers, agents, servants or employees. Contractor shall pay any judgment amount with costs that may be obtained against the County resulting from Contractor's operations under this contract

3. **Non-Discrimination**
   Contractor warrants that it and its subcontractors will not engage in employment practices that have the effect of discriminating against an employee or prospective employee because of age, religion, race, color, sex, creed, disability, or national origin; and (ii) will submit reports as the County may require to assure compliance with this provision.

4. **Laws, Regulations, and Ordinances**
   Contractor shall comply with all federal, state, and local laws, regulations, and ordinances. I the event any law, regulation, or ordinance becomes effective after the start of this contract, the Contractor is required to comply with the new policy. Any mandates requiring the county to comply with new guidelines will also require the Contractor to comply.

5. Early termination

County may terminate this contract:

(i) immediately by giving written notice, if the other party breaches its obligations under the contract; or

(ii) for convenience after giving 30 days written notice of termination to Contractor

(iii) In the event Contractor becomes delinquent in the payment of County taxes, the County may cancel the contract immediately without giving written notice;

(iv) if, after notice and hearing by Commissioners' Court, it is determined that a gratuity, in the form of entertainment, a gift or otherwise, was offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of County with the intent to: (i) secure a contract; or (ii) secure favorable treatment in awarding or amending a contract or in making a determination regarding the performance of a contract. The County must give written notice to the Contractor of the termination. The existence of the facts upon which Commissioners' Court makes its findings may be reviewed in any court of competent jurisdiction in Galveston County. If this contract is terminated under this section (iv) County is entitled to: (a) pursue the same remedies against the Contractor as it can pursue in the event of breach by the Contractor; and (bi) collect exemplary damages in an amount as determined by Commissioners' Court which is not less than three nor more than ten times the amount of the gratuity offered or given to any County officer or employee. The rights and remedies of County provided in this section (iv) are not exclusive and are in addition to any other rights and remedies provided by law.

6. Failure of Appropriation of Funds

This contract is subject to the appropriation of funds by the Commissioners' Court for the current or any upcoming fiscal year. Nothing in this contract may be deemed to be binding on a future Commissioners' Court. The failure of the Commissioners' Court to appropriate monies for the County's obligations under this contract will automatically result in the termination of this contract.

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SCOPE OF WORK FOR GROUND MAINTENANCE ACTIVITIES

A. DEFINITIONS

1. Chemical Trimming: the use of a herbicide (such as Roundup and/or an approved equal containing a pre-emergent such as Surflan or an approved equal) as an alternative to the physical removal or cutting of plant material from areas to be trimmed is not allowed.

2. Clumped Grass Cuttings: any accumulation of cut grass that on the day the mowing occurs, exceeds six (6) inches in height. These clumps are typically found in areas where mowing equipment has turned or reversed directions.

3. Concurrent: all mowing, trimming, edging, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must be trimmed, edged, and litter removed on the same day the mowing occurs, prior to leaving the work site.

4. Program Administrator: the duly authorized representative of the Facilities Department who shall monitor the Contractor's performance.

5. Edging: the vertical removal of any and all plant material that encroaches over or onto sidewalks, curbs, steps, driveways, and pavements. Edges shall be vertical, minimum depth of 1 inch, and minimum width of 1/4 inch. Edged areas shall have a clean, crisp vertical appearance with a smooth line.

6. Grounds Maintenance Project Area: a specific geographic area of the County designated to receive specified grounds maintenance services.

7. Inclement Weather: rainy/wet weather or when the condition of the soil is such that the rutting of property will occur and cutting of grass cannot be accomplished satisfactorily or without damage to County property.

8. Insect Control: treatment for fire ants, grubs and other insects normally found in the grass and shrubs at each location.

9. Maintenance and Billing Cycle: each time period in the mowing schedule for the mowing season. Each time period is defined by a beginning and ending date in which all prescribed maintenance activities for each area shall be completed.

10. Maintenance Schedule: the time periods established by the Facilities Director for the mowing season during which all prescribed maintenance activities for each area will be completed.

11. Mowing Height: the setting of mowing equipment to cut grass to a height of one and one-half (1-1/2) inches during the first mowing cycle for the purpose of removing dead grass and/or thatch. It also means setting the mowing equipment to a height of two (2) inches for project areas designated for 7-day mowing cycles, three (3) inches for project areas designated for 14-day, 21-day, and 28-day mowing cycles or as otherwise designated by the Program Administrator.

12. Mowing Season: the time period beginning the first week of March through the winter into December, during each contract year.

13. Ozone Action Days: the days during April 1 to October 31 (Ozone Season) of each year when ozone levels are critical. These days are determined by the Texas Natural Resource Conservation Commission and are announced via television, radio, and TxDOT highway information boards.

14. Right of Way Areas: the areas extending for a minimum of 6 feet from the curb or paving edge into the mowing area. Some project area descriptions may identify a right-of-way area greater than 6 feet.

15. Scalping: any action which results in the mowing of any turf area below one (1) inch height, down to and including the soil for project areas designated on a 7-day mowing cycle; to the two (2) inch height, down to and including the soil for project areas designated on a 14-day, 21-day, 28-day mowing cycle.

16. Trash and Litter: any debris within the grounds maintenance project area including, but not limited to, paper, plastic, cans, bottles, any broken glass, cardboard, rags, cigarette butts, bottle tops, gum wrappers, limbs and branches three (3) inches or smaller in diameter, rocks, and other similar solid materials and foreign debris which are not intended to be present as part of the landscape. This is inclusive of entire project area including streets, sidewalks, curbs, hillsides, courtyard plazas, ditches, etc. An acceptably policed area that is considered neat and clean shall be free of such trash and litter.

17. Trimming: the cutting or removal of all plant material immediately adjacent to or under park structures, trees, shrub beds, ditches, poles, tables, signs, fences, or other structures. All concrete and/or asphalt areas where weeds are growing in the expansion joints, within two (2) feet of the edge of the paved surface, must be trimmed (mechanically) every cycle.

B. SCOPE OF WORK

Work shall consist of specific grounds maintenance activities at the Community Centers, Courthouses, Jails, Annex buildings, fountains, Detention Centers, and other County properties listed in the Specific Project by Location Area portion of these specifications.

Contractor will be responsible for mowing all turf; edging all turf along walks, pavement, curbs, planting beds, signs, and other obstacles; removing all litter from sites including sidewalks, picnic areas, multi-purpose grounds areas courtyard areas, and parking lots. The Contractor shall leave the area with a finished appearance and walks and curb areas clear of debris and vegetation. All grass and weeds growing in expansion joints or in cracks in concrete shall be removed. Turf strips bordering parking lots are included unless otherwise specified by the County. Turf adjacent to or under obstacles must be maintained at the same height as adjoining turf areas.

C. SPECIFIC REQUIREMENTS

Mowing and Trimming

1. Mow, trim, and edge all turf areas once every 7, 14, or 21– days during the mowing season. All grass to be cut at a height of two (2) inches on the 7-day cycle sites and three (3) inches on the 14-day and 21-day cycle sites. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks and ruts from mowing equipment. Turf shall be cut in a manner as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any paved surface such as streets, curbs and gutters, parking lots, sidewalks, concrete pads, and/or onto adjacent properties. Any material so discharged shall be removed prior to leaving the project area. The Contractor shall dispose of all trash and litter at an off-site location procured by the Contractor at its sole cost and expense.

2. Remove all trash and litter from the entire area prior to initiating any mowing of the turf area. Failure to remove litter prior to mowing will result in the Contractor being required to return to the site and remove all new litter as well as all mowed litter. Any papers, cans, or bottles cut or broken during maintenance operations shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas. All trash and litter to be disposed of by the Contractor at an off-site location procured by the Contractor at its sole cost and expense.

3. All mowing equipment shall maintain sharp blades so as to cleanly cut, not tear blades of grass.

4. All trimming must be accomplished concurrently with mowing operations. All park structures, trees, poles, tables, signs, fences, and shrub beds are to be trimmed closely. Special care shall be given to trimming around small trees as not to inflict damage to the bark of the trees. All trimming shall be accomplished maintaining the required 2", or 3" cutting height depending on project area and cycle frequency.

5. All vegetation in cracks, seams, and joints of paved areas such as sidewalks, medians, curbs, and driveways shall be pulled out by the root during the completion of each mowing cycle.

6. Contractor shall not damage existing buildings, equipment, trees and other vegetation on County property. If Contractor causes damage to any of this property, Contractor shall replace or repair the damage at no expense to the County. If Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost of such repairs. These costs may be deducted from any monies owed Contractor. County may also seek such other means available to it to recover such costs.

Weed Control

1. All planting beds, fence lines, parking lots, expansion joints, foundation lines, and gravel areas shall be maintained weed and grass free. Weeding is required and must be accomplished by hand, removing the weed and as much of the root as possible.

Flower Beds/Other Bedding Locations

1. Metal edging is to be maintained in good condition around existing beds.

2. Seasonal color changes must be made two (2) times during the year using the appropriate variety for the season. Colors may be mixed unless otherwise specified by Program Administrator. These plants shall be in 4-inch pots and well-rooted plants. The plants shall be planted on 12-inch centers unless otherwise requested by Program Administrator. Good quality dark pine bark mulch shall be applied to all bedding areas and a depth of three (3) inches shall be maintained.

3. Weed and grass control in all planting beds shall be continuous. All beds shall be inspected continually throughout the mowing season for weed and grass growth and appropriate action taken immediately. Weeds and grass shall be removed from planting beds whether alive or dead.

Trees, Hedges and Shrubs

Trash and litter in shrub beds on all properties shall be removed during each mowing cycle.

1. At all locations the following guidelines shall be observed regarding trees, hedges and shrubs:

   - All trees under ten (10) feet tall shall be the responsibility of the Contractor to trim and prune in a manner consistent with standard arboricultural practices. This includes stand-alone trees or trees in beds and/or planters.

   - All trees over ten (10) feet tall shall be handled on a unit price basis for annual trimming. See the section entitled "Service Location by Project Area", for specific tree information.

   - Regardless of overall height the lower limbs of all trees and shrubs are to be trimmed up to a height of ten (10-ft.) feet to allow for safe passage adjacent to trees, beds, and shrubs.

   - All trees trimmed shall be in compliance with existing city ordinances and according to approved arboricultural practices.

   - Tree pruning will occur one time per year during dormant season (December - February). But, in the event of storm damage pruning will be necessary to remove damaged and broken limbs.

   - Plant material resulting from trimming and pruning, or storm/wind damage shall be removed and disposed of by the Contractor.

   - Mulch rings around trees and shrubs will be reshaped prior to leaving project site when dislodged by mowing equipment.

- Damage to trees and shrubs will result in replacement by the Contractor. Failure to replace damaged trees or shrubs will be considered a breach of contract and Contractor shall be responsible for damages.

- All trimming and pruning shall be done to promote healthy, disease-free trees and shrubs.

- Flowering trees and shrubs shall not be trimmed or pruned until after they have finished flowering (for example Azalea, Rose of Sharon, and Crepe Myrtle). Barrier and foundation hedges shall be pruned 3 times per year to maintain an attractive, uniform, and healthy growth form. Timing of the pruning must be approved by the Program Administrator.

Assessment of Damages to Trees and Shrubs During Grounds Maintenance Operations:

1. Trees and shrubs in the contract area will be checked before contract work begins with coordination of the Program Administrator.

2. Random checks of the trees and shrubs will be carried out during the contract period by the Program Administrator.

3. A check of all trees and shrubs may be made at the end of the contract period. Program Administrator and Contractor will both attend the inspection. Damages to any tree will be noted by Program Administrator and placed in the contract file.

4. Damage to any tree or shrub shall be documented by memo from the Contractor to the Program Administrator.

5. Contractor shall have the option of either replacing or paying damaged trees. Replacement of trees shall be of the same species no less than 2 ½" caliper. Replacements shall be subject to approval by the Program Administrator. Damages shall be assessed as follows: $75.00 for any slight damage to trees i.e. damage that may heal; $150.00 for a badly damaged tree i.e. a tree which in the opinion of the Program Administrator may or will eventually contribute to the death of the tree. Failure to replace or pay for damaged trees shall result in a breach of contract and the Contractor will be automatically assessed damages. Damages as described herein shall be deducted from payments otherwise due to the Contractor. This method of payment does not preclude County from recovering additional monies owed to it by Contractor.

6. Contractor shall replace any damaged or dead shrub.

Removal of Grass Clippings

Removal of cut grass from turf areas will not be required, unless otherwise specified by the Program Administrator; however, removal of clumped grass is required. The use of mulching blades is encouraged. Cut grass and debris which falls or is thrown by equipment upon the pavement, streets, curb and gutters, sidewalks, courtyards, plazas, driveways, or adjacent properties through the action of the work crew, must be removed prior to leaving the project area.

Edging
Edging of sidewalks, driveways, and curbs shall be accomplished so that grass and weeds do not extend over the edge of the walks, drives, or curbs more than ¼ inch nor will they be cut back from the edge of walks, drives, or curbs more than ¼ inch. All sidewalks, curbs, and steps must be mechanically edged exposing concrete surface. If the Contractor elects to use string line trimmers for edging, the Contractor shall use the vertical cut approach. Vertical line trimming is subject to inspection and possible rework if lines are not straight and crisp. All material dislodged by edging shall be removed from the site. Sidewalks shall be edged on both sides.

Fountain/Water Features
Maintenance at all fountain or other water features will require turf areas to be mowed with grass catching equipment. If the Contractor fails to use grass catching equipment, he must pay for the cost of cleaning the fountain which will be at a minimum of $100.00 dollars per incident. Edging shall be done to keep clippings out of fountain or other water features. Clippings and trash must be removed ensuring that none gets into fountain or other water features.

Hazardous Conditions/Damaged County Property
The Contractor will be required to notify the Program Administrator immediately of any hazardous conditions he creates or observes. Similarly, Contractor must notify the Program Administrator of any damaged county property he creates or notices.

Herbicide Treatment
Approval for the application of herbicides must be obtained in writing from the Program Administrator prior to herbicide application. Areas that have been sprayed will be trimmed after grass/weeds are dead.

Herbicide application must be in compliance with the state of Texas Structural Pest Control Board laws and regulations or the Texas Department of Agriculture laws and regulations. The Contractor or his/her representative must have a copy of their pesticide license on file with the Parks Department prior to the use of any herbicide.

Chemical trimming will not be accepted for the edging of sidewalks and/or curbs.

Hard Surface Medians
Hard surface medians, end caps, or traffic islands within the contracted area which are not specifically identified in these specifications shall nonetheless be deemed to be a part of the contracted area.

Insect Treatment
Insect Treatment at each project area will be included in the scope and treated as needed.

Irrigation System
This responsibility includes replacing missing pop-up heads, directional spray heads, and risers. Contractor will be responsible for the distribution system to bring water to the solenoid valves. Contractor will check system to assure it is functioning during each mowing cycle and quote price for repairs.

Concurrent Contracts

In the event that a Contractor is awarded contracts for more than one project area, he/she shall proceed with work simultaneously in all areas awarded.

Supervision of Work Crew

Contractor will provide supervision of all work crews while performing work under this contract. On-site supervision is not required as long as communication equipment is provided which enables the work crew to communicate with Contractor or his project supervisor at all times. Each work crew must have a designated person on the work site who has the authority to respond to inquiries about work details or priorities.

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SERVICE LOCATION BY PROJECT AREA
A. ISLAND GROUP
(Include pricing information on attachment 5)

1. **Courthouse Complex- 19th to 21st Street between Winnie and Sealy, excluding the office building at the corner of 20th Street and Ball, Galveston, Texas**

Inventory of Trees over 10 ft. in height - (Approximately)

Oaks	42	Palms	77	Crepe Myrtle	33 mini	Chinese Elm	46
Holly	5	Bradford Pear	5	Pine	1	Oleander	110
Lugustrum	5	Bottle Brush	10	Muhly grass	78	Cypress Trees	17
Knock out Roses	8			Fan Palms	4		

Mulch Beds 9,120 sq. ft of surface area, 2,280 cu. ft. Bedding located on Winnie Street side of Courthouse (North), Judges garden area, plaza area between parking garage and Records Storage, fountain plaza entrance at building, perimeter of Courthouse parking garage north, east and west sides.

With a minimum of 1800 well-rooted plants, located 12 inches on center, distributed between above bedding locations.

Irrigation System- consists of two separate controllers, one for the Courthouse grounds and one for the parking garage area. Courthouse system has 10 stations. Parking Garage system has five (5) stations including pop-up heads and directional sprayers.

2. **Galveston County Multipurpose Senior Center**
2201 Avenue L
Galveston, Texas

Inventory of Trees over 10 ft. in height (Approximately)

Oaks 3, Palms 3

Mulch beds approximately 300-sq. ft. of surface area

With a minimum of 100 well-rooted plants spaced 12 inches on center throughout bedding area.

Irrigation System – Consists of pop up sprinklers and internal control panel located inside the Center.

3. **Records Center**
2001 Sealy
Galveston, Texas

Inventory of Trees over 10 ft. in height (Approximately)

Queen Palms 6

Mulch Beds approximately 200 sq. ft. at frontage

No color beds at this location

Irrigation System – None

4. **Galveston County Justice Center Courts Building**
600 59th
Galveston, Texas

Grass cutting, trimming, mulching and fertilizing in the front of the facility.

All plant detail work along with weed pulling will be done by contractor. There are thousands of small individual plants that vary by type and size that need to be maintained by contractor.

5. **Justice Center Palm Trees**
600 59th
5700 Avenue H
601 54th
Galveston, Texas

Palm Trees – 199

Mulch palm beds only

The remainder of this page intentionally left blank

SERVICE LOCATION BY PROJECT AREA
B. MAINLAND - WEST
(Include pricing information on attachment 3)

1. West County Annex
11730 Hwy. 6
Santa Fe, Texas

Inventory of Trees over 10 ft. in height (Approximately)

Oaks 3 Chinese Tallow 4 Pine 11 Crepe Myrtles 1

Mulch Beds – located at front bed adjacent to sign along sidewalks consisting of approximately 1200 sq. ft. and rear entrance bed, at sidewalk.

With a minimum of 600 well rooted plants located 12" on center throughout beds at sidewalk, parking lot and tree ring on lawn area. Color beds at front sidewalk.

Irrigation system – Controls system with pop-up heads and directional beads in bedding at Building. Toro system 7 stations.

2. Johnny Henderson Building
203 Vauthier
La Marque, Texas

Inventory of Trees over 10 ft. in height – Crepe Myrtles 7 Palm Tree 1

Mulch Bed 600 sq. ft. of bedding around building and at Vauthier road sign.

With a minimum of 750 well-rooted plants located 12" inches on center around building and at sign.

Irrigation system – Single control system with pop-ups heads and directional heads in bedding at building - 23 heads

3. Texas City Courthouse Annex
2510 Texas Avenue
Texas City, Texas

Inventory of Trees over 10 ft. in height

Oaks 3 Pears 6 Crepe Myrtle 1

Mulch Beds 633-sq. ft. of surface area around building

With a minimum of 300 well rooted plants located around building

Irrigation system - Rainbird controlled system, stations consisting of pop-up heads and Directional sprayers

4. Medical Examiner
6607 FM 1764
Texas City, Texas

Inventory of Trees over 10 ft. in height – None

Mulch Beds bedding located around north front and east entrance of building consisting of approximately 300-sq. ft. of surface area

With a minimum of 300 well-rooted plants located 12" on center around bedding and around the building.

Irrigation System – None

5. Animal Resource Center & Intake
3412 Loop 197 North
Texas City, Texas

Mulch all flower beds.

Palm Trees 17 Oak Trees 26 Pine Trees 21 Crepe Myrtle 3
Pecan Tree 3
Multiple small routed plants

Irrigation System - Baseline Irrigation system with 16 zones; moisture sensors and flow meters.

6. Mid County Annex
9850 Emmett F. Lowry Expressway
Texas City, Texas

Live Oaks 69 Muhly Grass 336 Crepe Myrtle 47
Turf square foot – 45,548
Mulch cubic yard – 136

The remainder of this page intentionally left blank

SERVICE LOCATION BY PROJECT AREA
C. MAINLAND - NORTH
(Include pricing information on attachment 4)

1. **Galveston County League City Annex**
   175 Pecan
   League City, Texas

Inventory of Trees over 10 ft. in height (Approximately)

Pecans 29, Magnolias 2, Crepe Myrtle 7, Chinese Tallow 2

Mulch beds 2,650 sq. ft. of surface area, 662.5 cu/ft located around building perimeter

With a minimum of 875 well-rooted plants in four- (4) inch pots located 12 inches on center space around building.

Irrigation system – Control system over ground complex, including bedding irrigation, pop up heads, and directional sprayers (17 stations.)

2. **North County Lot**
   1301 FM 646
   Dickinson, Texas

Lot is next to the Emergency Management Facility located at 1353 FM 646. Only needs grass cut & trimmed.

Inventory of Trees over 10 ft. in height (Approximately)

Crepe Myrtle 5 Oaks 2

Irrigation System – None

3. **Senior Center**
   2714 Hwy. 3
   Dickinson, Texas

Inventory of Trees over 10 ft. in height (Approximately).

Pecan 1 Hackberry 1 Chinese Tallow 2

Mulch Beds 60-sq. ft. of surface area, 15 cu/ft.

With a minimum of 75 well-rooted plants in four- (4) inch pots located 12 inches on center.

Irrigation System- none

4. Jerry J. Esmond Juvenile Justice Center
5500 Atwater
Texas City, Texas

Inventory of Trees over 10 ft. in height (Approximately)

Oaks 9

Mulch Beds 1840 sq. ft. of surface area, 460 cu/ft. located at building frontage, Parking Lot, islands and entrance signage, on Attwater.

With a minimum of 2300 well-rooted plants in four- (4) inch pots located 12 inches on center spaced throughout planting beds.

Irrigation System – Single control separate zones with directional sprayer sand pop-ups heads, 5 zones.

5. Galveston County Emergency Management Facility
1353 FM 646
Dickinson, Texas

Crepe Myrtles 8 Queen Palm Trees 2 Pine Tree 1 Oaks 8

Irrigation System – Yes (12 stations)

6. Auto Crimes Task Force
1620 Gill Road
Dickinson, Texas 77539

No Irrigation System, no color beds and no mulch.
Pampas grass on east side of parking lot.

Crepe Myrtles 5 Sweet Gum 1 Oleanders 10 Pine 1
Oak Trees 3 Various shrubs with holly

SERVICE LOCATION BY PROJECT AREA
D. BOLIVAR PENINSULA
(Include pricing information on attachment 6)

1. Crystal Beach Joe Faggard Community Center
1750 Hwy 87
Crystal Beach, Texas

Inventory of trees over 10 ft in height (Approximately)

Palms – 8

Mulch Beds: Approximately 2000 sq. ft located around perimeter of building with approximately 300 well rooted plants and approximately 60 sq. ft. of mulch bed surrounding electrical enclosure with approximately 20 well rooted shrubs.

Irrigation System: Single control separate zones with 20 heads and 5 zones.

2. Crystal Beach Annex
946 Noble Carl Road
Crystal Beach, Texas

Palms 23

Mulch beds – yes
Numerous small plants around building

Irrigation System: Yes

3. Crystal Beach Fire & EMS Station
930 Noble Carl Drive
Crystal Beach, Texas 77650

Palm trees 50

Irrigation system: Baseline Irrigation with 13 zones.

INSTRUCTIONS TO PROPOSERS

All Proposers must:

1. Fill out the following proposal location and detail price form for each of the project areas being proposed. This applies to alternate proposal locations as well if Proposer wishes consideration for a project area not included in a grouping.

2. Transfer totals to the proposal location and detail price form (See Attachments 3,4,5,6,7,8).

3. Fill out, sign, and return any other forms required by the Galveston County Purchasing Agent.

4. Sign forms as indicated.

5. State what equipment Proposer has available to complete the necessary grounds maintenance work, (Attachment 1).

6. Return to the Purchasing Department the proposal location and detail price form for each project area wishing consideration.

This proposal shall be accompanied by the required proposal bond.

Any proposals lacking any of the above stated details will be rejected and deemed non-responsive.

I, the Proposer understand have read and understand the above conditions.

Proposer signs here and initials on each proposal location and detail price form (Attachments 3,4,5,6,7,8}

Proposer

_____
Firm Name

_____
Signature

_____
Name and Title (print or type)

_____
Address

_____
City, State and Zip Code

_____
Telephone number (include area code)

MOWING AND BILLING CYCLES

1. MOWING AND BILLING CYCLES ON A 7-DAY FREQUENCY;

Maintenance of all assigned properties within the designated project area shall be completed on a 7-day (weekly) schedule beginning approximately in April and lasting for a maximum of 17 cycles. These are estimated numbers and may change as determined necessary by the Program Administrator. With optional cycle additions, the contract sequence is as follows:

Mowing Cycle	#1	April 28	to	May 4	
	#2	May 5	to	May 11	
	#3	May 12	to	May 18	
	#4	May 19	to	May 25	Billing Cycle
Mowing Cycle	#5	May 26	to	June 1	
	#6	June 2	to	June 8	
	#7	June 9	to	June 15	
	#8	June 16	to	June 22	Billing Cycle
Mowing Cycle	#9	June 23	to	June 29	
	#10	June 30	to	July 6	
	#11	July 7	to	July 13	
	#12	July 14	to	July 20	
	#13	July 21	to	July 27	Billing Cycle
Mowing Cycle	#14	July 28	to	August 3	
	#15	August 4	to	August 10	
	#16	August 11	to	August 17	
	#17	August 18	to	August 24	Billing Cycle

2. MOWING AND BILLING CYCLES ON 14-DAY FREQUENCY:

Maintenance of all assigned property within the designated project area shall be completed on a 14-day (bi-weekly) schedule beginning approximately March 2009 and lasting through the contract period for a maximum total of 11 cycles. These are estimated numbers and may change as determined necessary by the Program Administrator. With optional cycle additions the contract sequence is as follows:

Mowing Cycle	#1	March 3	to	March 16	
	#2	March 17	to	March 30	Billing Cycle
Mowing Cycle	#3	March 31	to	April 13	
	#4	April 14	to	April 27	Billing Cycle
Mowing Cycle	#5	August 25	to	September 7	
	#6	September 8	to	September 21	Billing Cycle
Mowing Cycle	#7	September 22	to	October 5	
	#8	October 6	to	October 19	Billing Cycle
Mowing Cycle	#9	October 20	to	November 2	
	#10	November 3	to	November16	Billing Cycle
Mowing Cycle	#11	November 17	to	November 30	Billing Cycle

3. MOWING AND BILLING CYCLES ON A 21-DAY FREQUENCY;

Maintenance of all assigned property within the designated project area shall be completed on a 21-day schedule beginning approximately in December and continuing through the contract period for a maximum total of 4 cycles. With optional cycle additions the contract sequence is as follows:

Optional Cycle	#1	December 1	to	December 21	Billing Cycle
Optional Cycle	#2	December 22	to	January 11,2003	Billing Cycle
Optional Cycle	#3	January 12	to	January 25	Billing Cycle
Optional Cycle	#4	January 26	to	February 15	Billing Cycle

RFP#: B132011
OPEN: 7/25/2013
2:00 PM

Attachment 1

List of Available Machinery and Equipment

Vendor: _____

Project Area: _____

Equipment Type	Cut Width	No. of Units

Attachment 2

Grounds Maintenance
Contract Compliance
Inspection Form

Site Name: _____ **Date:**_____
Address: _____
Vendor Rep:_____

TASKS	COMPLETE Yes	No	COMMENTS
1. Turf Care – Mowing , Trimming, Blowing, Litter Removal, Trimming of shrubs (As needed),Weeding of Beds (As Needed), **Fertilization : March and September**			
2. Color Beds – Color change 2 x year, Mulching 2 x year, Tree trimming under 10 ft (As Required)			

Tasks completed and authorized to pay ___yes ___no
(If "no" See General comment and observation section)

Inspected by: _____ Title: _____

General Comments and Observations _____
_____
_____

RFP#: B132011
OPEN: 7/25/2013
2:00 PM

PRICING PROPOSAL SHEET

MAINLAND – WEST
Attachment 3

All proposers are to submit pricing below in the task areas per location

TASK	LOCATION			
	West County Annex 11730 Hwy 6 Santa Fe, TX	**Johnny Henderson Bldg. 203 Vauthier La Marque, TX**	**Texas City Courthouse Annex 2510 Texas Ave. Texas City, TX**	**Medical Examiner 6607 FM 1764 Texas City, TX**
Base Proposal TASK 1 Turf Care				
Mowing, Trimming, Blowing, Litter Removal, Trimming of Shrubs (As Needed), Weeding of Beds , **Fertilization 2x Year: March and September**				
TASK 1 TOTAL				
Base Proposal TASK 2 Color Beds				
Mulching 2x Year, Color change 2x Year, Tree Trimming under 10' (As required)				
TASK 2 TOTAL				

RFP#: B132011
OPEN: 7/25/2013
2:00 PM

PRICING PROPOSAL SHEET

MAINLAND – NORTH
Attachment 4

All proposers are to submit pricing below in the task areas per location

TASK	LOCATION			
	League City Annex 175 Pecan League City, TX	**Senior Center 2714 Hwy3 Dickinson ,TX**	**Emergency Mgmt. 1353 FM 646 Dickinson, TX**	**Auto Crimes 1620 Gill Rd. Dickinson, TX**
Base Proposal TASK 1 Turf Care				
Mowing, trimming, Blowing, Litter Removal, Trimming of Shrubs (As Needed), Weeding of Beds , **Fertilization 2x Year: March and September**				
TASK 1 TOTAL				
Base Proposal TASK 2 Color Bed				
Mulching 2x Year, Color Change Out 2x Year, Tree Trimming under 10' (As Needed)				
TASK 2 TOTAL				

RFP#: B132011
OPEN: 7/25/2013
2:00 PM

PRICING PROPOSAL SHEET

MAINLAND- NORTH (continuation)
Attachment 4

All proposers are to submit pricing below in the task areas per location

TASK	(To Be Demolished) LOCATIONS			
	North County Annex 1301 FM 646 Dickinson ,TX	**Juvenile Justice Center 5500 Attwater Texas City, TX**	**Animal Resource Center 3412 Loop 197 North Texas City, Texas**	**Mid County Annex 9850 E.F. Lowry Expressway Texas City, Texas**
Base Proposal TASK 1 Turf Care				
Mowing, Trimming, Blowing, Litter Removal, Trimming of Shrubs (As Needed), Weeding of Beds , **Fertilization 2x Year: March and September**				
TASK 1 TOTAL				
Base Proposal TASK 2	**N/A**			
Mulching 2x Year Color Change Out 2x Year, Tree Trimming under 10' (As Needed)				
TASK 2 TOTAL	**N/A**			

RFP#: B132011
OPEN: 7/25/2013
2:00 PM

PRICING PROPOSAL SHEET

ISLAND GROUP
Attachment 5

All proposers are to submit pricing below in the task areas per location

TASK	LOCATION			
	Courthouse 722 Moody Galveston, TX	**Galveston County Senior Center 2201 Avenue L Galveston, TX**	**Facilities 1912 Sealy Galveston, TX**	**Records Center 2001 Sealy Galveston, TX**
Base Proposal TASK 1 Turf Care				
Mowing, Trimming, Blowing, Litter Removal, Trimming of Shrubs (As Needed), Weeding of Beds , **Fertilization 2x Year: March and September)**				
TASK 1 TOTAL			**N/A**	**N/A**
Base Proposal TASK 2 Color Bed				
Mulching x2 year Color change 2x Year, Tree Trimming under 10' (As Needed)				
TASK 2 TOTAL			**N/A**	**N/A**

RFP#: B132011
OPEN: 7/25/2013
2:00 PM

PRICING PROPOSAL SHEET

ISLAND GROUP (Continued)
Attachment 5

All proposers are to submit pricing below in the task areas per location

TASK	LOCATION			
	Galveston County Justice Center 601 54th 5700 Avenue H 600 59th			
Base Proposal TASK 1 Turf Care				
Mowing, Trimming, Blowing, Litter Removal, Trimming of Shrubs (As Needed), Weeding of Beds , **Fertilization 2x Year: March and September)**				
TASK 1 TOTAL	**N/A**			
Base Proposal TASK 2 Color Bed				
Mulching x2 year Color change 2x Year, Tree Trimming under 10' (As Needed)				
TASK 2 TOTAL	**N/A**			

RFP#: B132011
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2:00 PM

PRICING PROPOSAL SHEET

BOLIVAR PENINSULA GROUP

Attachment 6

All proposers are to submit pricing below in the task areas per location

TASK	LOCATION			
	AARP **1750 Hwy 87** **Crystal Beach, TX 77650**	**Crystal Beach Annex** **946 Nobel Carl Dr.** **Crystal Beach, TX 77650**	**Crystal Beach Fire & EMS Station** **930 Noble Carl Drive** **Crystal Beach, TX 77650**	
Base Proposal **TASK 1 Turf Care**				
Mowing, Trimming, Blowing, Litter Removal, Trimming of Shrubs (As Needed), Weeding of Beds , **Fertilization 2x Year: March and September)**				
TASK 1 TOTAL				
Base Proposal **TASK 2 Color Bed**				
Mulching x2 year Color change 2x Year, Tree Trimming under 10' (As Needed)				
TASK 2 TOTAL				

AGENDA ITEM #23.b.

COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

August 24, 2016

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

Re: RFP #B152011 Alarm Services
Contract #CM15138

Gentlemen,

The contract associated with RFP #B152011 Alarm Services, is scheduled for its first extension on August 18, 2016. The contracted vendor for this service is Alert Alarms. No amendment to the contract has been requested at this time.

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachments

COUNTY OF GALVESTON
FACILITIES DEPARTMENT
722 MOODY, 6TH FLOOR
GALVESTON, TEXAS 77550
PHONE (409) 766-2384 FAX (409) 621-7971

July 25, 2016

Hill Olson
Property Manager

Mike Bell
Director

Debra Belany
Office Coordinator

To: Rufus Crowder
Re: Alarm Services

It is my recommendation that we extend that Alarm Services Contract (B152011) with Alert Alarms for the period August 18th 2016 to August 17th 2017. This is the 1st extension.

If you have any questions, please call me at 409-765-2643.

Mike Bell

Facilities Director

D. LEE KOEHLER

OFFICE: (409) 763-3677
FAX: (409) 763-3299
www.alertalarms.com

2308 BALL
GALVESTON, TEXAS 77550-2209

ALERT ALARMS
BURGLAR & FIRE PROTECTION, INC.

Computerized Central Station
Commercial — Residential — Hold-up — CCTV

24 HOUR SERVICE
STATE LICENSE NO. 506

August 24, 2016

Mr. Rufus Crowder
Galveston County Purchasing Agent
722 Moody, 5th Floor
Galveston, TX 77550

Dear Mr. Crowder

Please be advised that Alert Alarms Burglar & Fire Protection, Inc. wishes to extend our Contract CM15138 (RFP Bid #B152011) with the County of Galveston for an additional year from August 18, 2016 until August 17, 2017. We truly appreciate your business and look forward to our continuing relationship with Galveston County.

Sincerely,

Donna Koehler Mencacci

Donna Koehler Mencacci
Alert Alarms Burglar & Fire Protection, Inc.

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: **CM15138**

Invitation to Bid Number: **RFP# B152011 Alarm Services**

Term of Contract: **One (1) year with two (2) one (1) year extensions**

Initial term (Services): Beginning date of the contract will be **08/18/2015.** The Contract will terminate on **08/17/2016 .**

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

Contractor: **Alert Alarms**

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:
Alert Alarms
Burglar & Fire Protection, Inc.
2388 Ball
Galveston, TX 77550

County and Contractor agree as follows:

1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

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

15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

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

19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the 18th day of August, 2015.

Contractor:

Alert Alarms Burglar & Fire Protection, Inc.

By: Donna Koehler Mercacci

Date: 7/8/15

Galveston County

By: Mark Henry

Date: 8/18/15

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

By Mae Ross **Deputy**

Mae Ross

* All security systems, AES AlertNet radio transmitters and the fire alarm systems located at the Sam Popovich Building and the Dickinson Senior Center are leased systems, and the equipment is the sole property of Alert Alarms.

DKM x MR

D. LEE KOEHLER

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

2308 BALL
GALVESTON, TEXAS 77550-2209

ALERT ALARMS

BURGLAR & FIRE PROTECTION, INC.

Computerized Central Station
Commercial — Residential — Hold-up — CCTV

24 HOUR SERVICE
STATE LICENSE NO. 508

Galveston County Accounts
2015 ITB Revisions per 08/10/15 Meeting

Account name	Services	Price/month 2015 ITB	Price/year 2015 ITB
Carbide Park (Main Building Fire) Carbide Park (Main Building Burg) 4102 Main St (FM519), LaMarque	Lease-Monitor Burg, Monitor Fire Partitions (1) M/C AES (Burg & Fire)	115/mo	1,380/yr
Carbide Park Service Center (Fire) 4102 Main St (FM519), LaMarque	Lease-Monitor Fire AES	60/mo	720/yr
Dickinson Senior Center (Fire) 2714 Hwy 3, Dickinson	Lease-Monitor Fire AES	60/mo	720/yr
Galv Co Animal Resource Center (Fire) Galv Co Animal Resource Center (Bldg) Galv Co Animal Resource Center (Stray Dog) Galv Co Animal Resource Center (Medical) Galv Co Animal Resource Center (Intake) 3412 Loop 197 North, Texas City	Lease-Monitor Burg, Monitor Fire Partitions (4) M/C (4) Cell/Internet AES (Burg & Fire)	265/mo	3,180/yr
Galv Co Auto Crimes (Entry Hall)- Door only Galv Co Auto Crimes (Office) 1620 Gill Rd, Dickinson	Lease-Monitor Burg Partition (door only) M/C AES	55/mo	660/yr
Galv Co Care Here Clinic 2028 Sealy, Galveston (same bldg. as Maintenance/separate system)	Lease-Monitor Burg M/C Cell/Internet AES 1 Panic	75/mo	900/yr
Galv Co Care Here Clinic 1804 West FM 646, League City	Lease-Monitor Burg M/C Cell/Internet	60/mo	720/yr
Galv Co Care Here Clinic 600 Gulf Fwy, Ste 100, Texas City	Lease-Monitor Burg M/C AES 1 Panic	60/mo	720/yr
Galv Co Central Plant (Fire) 5800 Ball, Galveston	Monitor Fire	50/mo	600/yr
Galv Co Court House (Fire) 722 21st St, Galveston	Monitor Fire AES	60/mo	720/yr
Galv Co Courts Building (Fire) 600 59th St, Galveston	Monitor Fire (Add AES per 8/10/15 meeting)	50/mo	600/yr
Galv Co Emergency Mgmt Facility, 911 (Fire) 1353 FM 646 West, League City	Lease-Monitor Fire AES	50/mo	600/yr

Galv Co Engineers Office Galv Co Commissioner's Workshop 722 21st St, Galveston	Lease-Monitor Burg Partition (1) M/C (2) Cell/Internet AES (Re-evaluate)	Re-evaluate per 8/10/15 meeting n/a	n/a
Galv Co JP 3 (Lobby) Galv Co JP 3 (Office) Galv Co JP 3 (Constable's Office) 203 Vauthier, LaMarque	Lease-Monitor Burg Partition (2) M/C (3) AES	145/mo	1,740/yr
Galv Co JP 6 (Fire)	Monitor Fire	50/mo	600/yr
Galv Co JP 6 (Constable's Office) Galv Co JP 6 (Tax Office) Galv Co JP 6 (Court & Court Offices) 940 Nobel Carl Dr, Crystal Beach	Lease-Monitor Burg Partitions (2) M/C (3) Cell/Internet (added 1/16/15) AES (Burg & Fire)-priced w/fire 4 Panics	155/mo	1,860/yr
Galv Co JP 7 (Building) Galv Co JP 7 (Office) Galv Co JP 7 (Constable's Office) 4500 10th St, Bacliff	Lease-Monitor Burg Partitions (2) M/C (3) AES	145/mo	1,740/yr
Galv Co JP 8 Annex (Fire) (Sale)	Monitor Fire	50/mo	600/yr
Galv Co JP 8 Annex (Building) Galv Co JP 8 Annex (Tax Office) Galv Co JP 8 Annex (Panic) 172 Calder Rd, League City	Lease-Monitor Burg Partition (no charge on panic partition) M/C (2- no M/C on panics) AES (Burg & Fire) 31 Panics (partition)	140/mo	1,680/yr
Galv Co LaMarque Pumping Station 1100 Levy Rd, LaMarque	Lease-Monitor Burg M/C AES	55/mo	660/yr
Galv Co Law Enforcement Building (Fire)(Jail) 601 54th St, Galveston	Monitor Fire	50/mo	600/yr
Galv Co Maintenance Shop (Fire) (Sale)	Monitor Fire UL Fire Cell/Internet	75/mo	900/yr
Galv Co Maintenance Shop (Burg) 2002-A Sealy, Galveston (same bldg. as Care Here/separate system)	Lease-Monitor Burg M/C Cell/Internet AES (Burg & Fire)	80/mo	960/yr
Galv Co Medical Examiner (Temperature) 6607 Emmett F Lowry Expy, Texas City	Lease-Monitor Temperature AES 770031-Sale-Local Fire	40/mo	480/yr
Galv Co Mid County Annex (Fire) 6850 Emmitt Lowry Expressway, Texas City	Lease-Monitor Fire AES	60/mo	720/yr
Galv Co Mosquito Control (Dickinson) 5115 Hwy 3, Dickinson	Lease-Monitor Burg M/C AES	55/mo	660/yr
Galv Co Mosquito Control (Galv) 2720 Terminal Dr, Galveston	Lease-Monitor Burg M/C AES	55/mo	660/yr
Galv Co Records/Criminal DA's Office 2011 Sealy, Galveston	Lease-Monitor Burg M/C	45/mo	540/yr
Galv Co Sheriff's Warehouse 1207 Oak, LaMarque	Lease-Monitor Burg M/C Cell/Internet	60/mo	720/yr

Galv Co SO ID (Main Office) Galv Co SO ID (File Room) Galv Co SO ID (Vault) Galv Co SO ID (Evidence Drop Room) 601 54th St, Galveston	Lease-Monitor Burg Partitions (3) M/C (4) AES	190/mo	2,280/yr
Galv Co Tax Office Galv Co Tax Office (Vault) 722 21st St, Galveston	Lease-Monitor Burg Partition M/C (2) Cell/Internet AES 20 Panics	135/mo	1,620/yr
Galv Co Texas City Tax Office Galv Co Texas City Court House Annex 2516 Texas Ave, Room 101, Texas City	Lease-Monitor Burg Partition M/C (2) AES 16 Panics-Tax Office	115/mo	1,380/yr
Galv Co Warehouse (Fire) 2201 Ave L, Galveston (used to be Senior Citizens Center)	Monitor Fire AES *(No phone line; fire monitored on AES radio)*	50/mo	600/yr
Galv Co West (JP Office) Galv Co West (Tax Office) Galv Co West (Commissioner's Office) Galv Co West (Old Constable's Office) Galv Co West (Constable's Office) 11730 Hwy 6, Santa Fe	Lease-Monitor Burg Partitions (4) M/C (5) AES 4 Panics	240/mo	2,880/yr
Galveston Fire Station #5 5728 Ball, Galveston	Lease-Monitor Fire AES	50/mo	600/yr
Jerry J Esmond Juvenile Center (Fire) Jerry J Esmond Juvenile Center (Panic) 6101 Attwater Ave, Texas City	Monitor Fire 5 Panics	50/mo 30/mo	600/yr 360/yr
Sam Popovich Building (Fire) Sam Popovich Building (Burg) 1922 Sealy, Galveston	Lease-Monitor Burg & Fire Partition M/C AES (Burg & Fire) 6 Panics	120/mo	1,440/yr
Texas Agri-Life Extension Office Bldg 4102-B FM 519, LaMarque	Lease-Monitor Burg, Monitor Fire M/C Cell/Internet AES (Burg & Fire)	100/mo	1,200/yr
Texas City Flood Gate 5000 Levy Rd, Texas City	Lease-Monitor Burg M/C AES	55/mo	660/yr
Texas City Pumping Station 2601 Texas City Port Blvd, Texas City	Lease-Monitor Burg M/C AES	55/mo	660/yr
Walter Hall Park Pavilion (Fire) 807 Hwy 3 S, League City	Sale-Local fire (Set up for monitoring per 8/10/15 meeting)	n/a	n/a
TOTAL per month 2015 ITB		**$ 3,410/mo**	
TOTAL per year 2015 ITB			**$40,920/yr**

Abbreviations:
M/C- Management Control- Supervised openings & closings monitored and reported by individual user codes
AES- AES radio transmitter using Alert Alarms AlertNet private radio network
Internet/Cell- Internet/Cellular transmitter

D. LEE KOEHLER

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

2308 BALL
GALVESTON, TEXAS 77550-2209

ALERT ALARMS

BURGLAR & FIRE PROTECTION, INC.

Computerized Central Station
Commercial — Residential — Hold-up — CCTV

24 HOUR SERVICE
STATE LICENSE NO. 508

Galveston County Accounts
2015 ITB Revisions per 08/10/15 Meeting

Account name	Services	Price/month 2015 ITB	Price/year 2015 ITB
Carbide Park (Main Building Fire) Carbide Park (Main Building Burg) 4102 Main St (FM519), LaMarque	Lease-Monitor Burg, Monitor Fire Partitions (1) M/C AES (Burg & Fire)	115/mo	1,380/yr
Carbide Park Service Center (Fire) 4102 Main St (FM519), LaMarque	Lease-Monitor Fire AES	60/mo	720/yr
Dickinson Senior Center (Fire) 2714 Hwy 3, Dickinson	Lease-Monitor Fire AES	60/mo	720/yr
Galv Co Animal Resource Center (Fire) Galv Co Animal Resource Center (Bldg) Galv Co Animal Resource Center (Stray Dog) Galv Co Animal Resource Center (Medical) Galv Co Animal Resource Center (Intake) 3412 Loop 197 North, Texas City	Lease-Monitor Burg, Monitor Fire Partitions (4) M/C (4) Cell/Internet AES (Burg & Fire)	265/mo	3,180/yr
Galv Co Auto Crimes (Entry Hall)- Door only Galv Co Auto Crimes (Office) 1620 Gill Rd, Dickinson	Lease-Monitor Burg Partition (door only) M/C AES	55/mo	660/yr
Galv Co Care Here Clinic 2028 Sealy, Galveston (same bldg. as Maintenance/separate system)	Lease-Monitor Burg M/C Cell/Internet AES 1 Panic	75/mo	900/yr
Galv Co Care Here Clinic 1804 West FM 646, League City	Lease-Monitor Burg M/C Cell/Internet	60/mo	720/yr
Galv Co Care Here Clinic 600 Gulf Fwy, Ste 100, Texas City	Lease-Monitor Burg M/C AES 1 Panic	60/mo	720/yr
Galv Co Central Plant (Fire) 5800 Ball, Galveston	Monitor Fire	50/mo	600/yr
Galv Co Court House (Fire) 722 21st St, Galveston	Monitor Fire AES	60/mo	720/yr
Galv Co Courts Building (Fire) 600 59th St, Galveston	Monitor Fire (Add AES per 8/10/15 meeting)	50/mo	600/yr
Galv Co Emergency Mgmt Facility, 911 (Fire) 1353 FM 646 West, League City	Lease-Monitor Fire AES	50/mo	600/yr

Galv Co Engineers Office Galv Co Commissioner's Workshop 722 21st St, Galveston	Lease-Monitor Burg Partition (1) M/C (2) Cell/Internet AES (Re-evaluate)	Re-evaluate per 8/10/15 meeting n/a	n/a
Galv Co JP 3 (Lobby) Galv Co JP 3 (Office) Galv Co JP 3 (Constable's Office) 203 Vauthier, LaMarque	Lease-Monitor Burg Partition (2) M/C (3) AES	145/mo	1,740/yr
Galv Co JP 6 (Fire) Galv Co JP 6 (Constable's Office) Galv Co JP 6 (Tax Office) Galv Co JP 6 (Court & Court Offices) 940 Nobel Carl Dr, Crystal Beach	Monitor Fire Lease-Monitor Burg Partitions (2) M/C (3) Cell/Internet (added 1/16/15) AES (Burg & Fire)-priced w/fire 4 Panics	50/mo 155/mo	600/yr 1,860/yr
Galv Co JP 7 (Building) Galv Co JP 7 (Office) Galv Co JP 7 (Constable's Office) 4500 10th St, Bacliff	Lease-Monitor Burg Partitions (2) M/C (3) AES	145/mo	1,740/yr
Galv Co JP 8 Annex (Fire) (Sale) Galv Co JP 8 Annex (Building) Galv Co JP 8 Annex (Tax Office) Galv Co JP 8 Annex (Panic) 172 Calder Rd, League City	Monitor Fire Lease-Monitor Burg Partition (no charge on panic partition) M/C (2- no M/C on panics) AES (Burg & Fire) 31 Panics (partition)	50/mo 140/mo	600/yr 1,680/yr
Galv Co LaMarque Pumping Station 1100 Levy Rd, LaMarque	Lease-Monitor Burg M/C AES	55/mo	660/yr
Galv Co Law Enforcement Building (Fire)(Jail) 601 54th St, Galveston	Monitor Fire	50/mo	600/yr
Galv Co Maintenance Shop (Fire) (Sale) Galv Co Maintenance Shop (Burg) 2002-A Sealy, Galveston (same bldg. as Care Here/separate system)	Monitor Fire UL Fire Cell/Internet Lease-Monitor Burg M/C Cell/Internet AES (Burg & Fire)	75/mo 80/mo	900/yr 960/yr
Galv Co Medical Examiner (Temperature) 6607 Emmett F Lowry Expy, Texas City	Lease-Monitor Temperature AES 770031-Sale-Local Fire	40/mo	480/yr
Galv Co Mid County Annex (Fire) 6850 Emmitt Lowry Expressway, Texas City	Lease-Monitor Fire AES	60/mo	720/yr
Galv Co Mosquito Control (Dickinson) 5115 Hwy 3, Dickinson	Lease-Monitor Burg M/C AES	55/mo	660/yr
Galv Co Mosquito Control (Galv) 2720 Terminal Dr, Galveston	Lease-Monitor Burg M/C AES	55/mo	660/yr
Galv Co Records/Criminal DA's Office 2011 Sealy, Galveston	Lease-Monitor Burg M/C	45/mo	540/yr
Galv Co Sheriff's Warehouse 1207 Oak, LaMarque	Lease-Monitor Burg M/C Cell/Internet	60/mo	720/yr

Galv Co SO ID (Main Office) Galv Co SO ID (File Room) Galv Co SO ID (Vault) Galv Co SO ID (Evidence Drop Room) 601 54th St, Galveston	Lease-Monitor Burg Partitions (3) M/C (4) AES	190/mo	2,280/yr
Galv Co Tax Office Galv Co Tax Office (Vault) 722 21st St, Galveston	Lease-Monitor Burg Partition M/C (2) Cell/Internet AES 20 Panics	135/mo	1,620/yr
Galv Co Texas City Tax Office Galv Co Texas City Court House Annex 2516 Texas Ave, Room 101, Texas City	Lease-Monitor Burg Partition M/C (2) AES 16 Panics-Tax Office	115/mo	1,380/yr
Galv Co Warehouse (Fire) 2201 Ave L, Galveston (used to be Senior Citizens Center)	Monitor Fire AES *(No phone line; fire monitored on AES radio)*	50/mo	600/yr
Galv Co West (JP Office) Galv Co West (Tax Office) Galv Co West (Commissioner's Office) Galv Co West (Old Constable's Office) Galv Co West (Constable's Office) 11730 Hwy 6, Santa Fe	Lease-Monitor Burg Partitions (4) M/C (5) AES 4 Panics	240/mo	2,880/yr
Galveston Fire Station #5 5728 Ball, Galveston	Lease-Monitor Fire AES	50/mo	600/yr
Jerry J Esmond Juvenile Center (Fire) Jerry J Esmond Juvenile Center (Panic) 6101 Attwater Ave, Texas City	Monitor Fire 5 Panics	50/mo 30/mo	600/yr 360/yr
Sam Popovich Building (Fire) Sam Popovich Building (Burg) 1922 Sealy, Galveston	Lease-Monitor Burg & Fire Partition M/C AES (Burg & Fire) 6 Panics	120/mo	1,440/yr
Texas Agri-Life Extension Office Bldg 4102-B FM 519, LaMarque	Lease-Monitor Burg, Monitor Fire M/C Cell/Internet AES (Burg & Fire)	100/mo	1,200/yr
Texas City Flood Gate 5000 Levy Rd, Texas City	Lease-Monitor Burg M/C AES	55/mo	660/yr
Texas City Pumping Station 2601 Texas City Port Blvd, Texas City	Lease-Monitor Burg M/C AES	55/mo	660/yr
Walter Hall Park Pavilion (Fire) 807 Hwy 3 S, League City	Sale-Local fire (Set up for monitoring per 8/10/15 meeting)	n/a	n/a
TOTAL per month 2015 ITB		**$ 3,410/mo**	
TOTAL per year 2015 ITB			**$40,920/yr**

Abbreviations:
M/C- Management Control- Supervised openings & closings monitored and reported by individual user codes
AES- AES radio transmitter using Alert Alarms AlertNet private radio network
Internet/Cell- Internet/Cellular transmitter

ITB #B152011
OPEN: 07/08/2015
TIME: 2:45 P.M.

SPECIAL PROVISIONS
ALARM SERVICES
GALVESTON COUNTY, TEXAS

The Special Provision section of this bid solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Bid and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understanding with respect thereto.

PURPOSE:
The County of Galveston is seeking a vendor to provide Alarm Monitoring Services to facilities at various locations within Galveston County. Facilities may be added and/or deleted at any time during the duration of this contract by Galveston County. Successful vendor shall utilize existing wiring infrastructure if possible to provide the level of monitoring as specified. Any alterations must be fully explained and pricing for such shall be included in bid submittals. All bid prices submitted are considered firm and include installation. Galveston County is tax exempt and no taxes should be added to any proposed pricing.

BID GUARANTEE:
A bid bond is not a requirement of this solicitation request.

PERFORMANCE AND PAYMENT BONDS:
Performance and Payment bonds are not a requirement of this solicitation.

BEST AND FINAL OFFERS (BAFO):
The Best and Final Offer process is not applicable to this solicitation.

TERM:
It is the intent of the County to award an alarm monitoring services contract for an initial period of one (1) year. The Galveston County Commissioners' Court may extend the contract on a year to year basis for up to two (2) additional one (1) year periods, provided such an extension is in the best interest of the County and mutually agreeable between both parties.

TERMINATION OF CONTRACT:
This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or services ordered, or terminated by the County. County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor. The Galveston County Commissioners' Court reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the County.

LOCATIONS AND EQUIPMENT:
Please refer to Exhibit A, Locations for the various locations within the County. All new equipment must be under a lease or sale option and be equivalent to what is currently installed.

GENERAL INFORMATION:
Control components shall be as specified unless an equal is approved in writing by the Galveston County Purchasing Agent no later than seven (7) days prior to bid opening.

All firms submitting bids must have a staffed, 24 hour monitoring station and response time must be within 5 minutes of alarm.

Security system shall carry a full one (1) year warranty at no charge to the County.

Security company shall provide 24 hour response for repair to systems.

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SPECIAL PROVISIONS
ALARM SERVICES
GALVESTON COUNTY, TEXAS

The Contractor shall furnish all labor, tools, materials, equipment, vehicles, and services in order to complete the total work in accordance with the specifications, applicable codes, and regulations.

All work shall conform to the requirements of all applicable local, state, and national codes and regulations.

If phone lines are not available, monitoring via internet and back-up radio is acceptable.

When the specifications call for special materials and/or equipment, they shall be installed to the manufacturer's recommendations. The Contractor shall not employee subcontractors without the advance written permission of the Galveston County Commissioners' Court.

Assignment of the Agreement shall not be made without the advance written consent of the Galveston County Commissioners' Court.

No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Galveston County Commissioners' Court.

The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on County property by the contractor.

This Agreement is considered a non-exclusive Agreement between the parties.

The successful contractor hereby certifies that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the successful contractor hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

This Agreement, including the General and Special Conditions and all Amendments or Addendums issued by the county, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

Galveston County reserves the right to add or delete locations and/or equipment under the provisions of this Agreement.

Unless otherwise provided by specific provisions under this agreement, contractor operations and activities related and provided for in this agreement will be under the supervision of the Facilities Manager who for the purposes of this contract is:

ITB #B152011
OPEN: 07/08/2015
TIME: 2:45 P.M.

SPECIAL PROVISIONS
ALARM SERVICES
GALVESTON COUNTY, TEXAS

Mike Bell, Facilities Director
722 Moody, 6th Floor, County Courthouse
Galveston, Texas 77550
Telephone: (409) 765-2643
Fax: (409) 770-5132
E-mail: Michael.j.bell@co.galveston.tx.us

***Open/closing reports are to be emailed monthly for all locations to Facility Manager.**

COST ADJUSTMENTS:
Prices quoted shall be firm for the initial contract term. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for the materials requested in this solicitation.

Thereafter, any extensions that may be approved by the Galveston County Commissioners' Court shall be subject to the following provisions:

If during the life of the contract, the successful bidder's net prices to other customers for the supplies and materials awarded therein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Galveston County.

A price re-determination may be considered by Galveston County only at the anniversary date of the contract and shall be substantiated in writing (i.e. Manufacturer's direct cost, postage rates, Railroad Commission Rates, etc.).

The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid.

Any requests for price increases must be made in writing on company letterhead and addressed to the Galveston County Purchasing Agent. The requests shall be accompanied by written documentation from company suppliers and manufacturers of the requested materials that evidence the extenuating circumstances. Likewise, if any decreases occur in the industry during the contractual period, the Contractor shall extend these decreases to the County without prior request from the County. Increases in freight rates, oil embargos, or other extenuating circumstances are governed by the General Provisions, page 3, Item 12, Pass Through Cost Adjustments. These particular requests may be allowed only if prior approved by the Galveston County Commissioners' Court. It is understood that rail freight rates are subject to increase or decrease by the regulatory authority.

Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the County at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

SPECIAL PROVISIONS
ALARM SERVICES
GALVESTON COUNTY, TEXAS

The County may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the County does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the County, the Contract will be considered cancelled on the scheduled expiration date.

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

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TIME: 2:45 P.M.

SPECIAL PROVISIONS
ALARM SERVICES
GALVESTON COUNTY, TEXAS

Alarm Services – Galveston County
Exhibit A
Locations

Location	Address
Carbide Park (Main Building Fire) Carbide Park (Main Building Burg)	4102 Main St (FM519), LaMarque
Galv Co Animal Resource Center (Fire) Galv Co Animal Resource Center (Bldg) Galv Co Animal Resource Center (Stray dog) Galv Co Animal Resource Center (Medical) Galv Co Animal Resource Center (Intake)	3412 Loop 197 North, Texas City
Galv Co Auto Crimes (Entry Hall)- Door only Galv Co Auto Crimes (Office)	1620 Gill Rd, Dickinson
Galv Co Care Here Clinic (same bldg. as maintenance/separate system)	2028 Sealy, Galveston
Galv Co Care Here Clinic (installed 2/26/14)	1804 West FM 646, League City
Galv Co Care Here Clinic	600 Gulf Fwy, Ste 100, Texas City
Galv Co Central Plant (Fire)	5800 Ball, Galveston
Galv Co Court House (Fire)	722 21st St, Galveston
Galv Co Courts Building (Fire)	600 59th St, Galveston

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SPECIAL PROVISIONS
ALARM SERVICES
GALVESTON COUNTY, TEXAS

Galv Co Emergency Mgmt Facility, 911 (Fire)	1353 FM 646 West, League City
Galv Co JP 6 (Constable's Office) Galv Co JP 6 (Tax Office) Galv Co JP 6 (Court & Court Offices) Galv Co JP 6 (Fire & Burg) Galv Co JP 6 (Fire)	940 Nobel Carl Dr, Crystal Beach
Galv Co JP 7 (Building) Galv Co JP 7 (Office) Galv Co JP (Constable's Office)	4500 10th St, Bacliff
Galv Co JP 8 Annex (Fire) (Sale) Galv Co JP 8 Annex (Building) Galv Co JP 8 Annex (Tax Office) Galv Co JP 8 Annex (Panic)	174 Calder Rd, League City
Galv Co LaMarque Pumping Station	1100 Levy Rd, LaMarque
Galv Co Law Enforcement Building (Fire)(Jail)	601 54th St, Galveston
Galv Co Maintenance Shop (Fire) (Sale) Galv Co Maintenance Shop (Burg)	2002-A Sealy, Galveston
Galv Co Medical Examiner (FreezerTemp)	6607 Emmett F Lowry Expy, Hwy 1764, Texas City
Galv Co Mid County Annex (Fire)	6850 Emmitt Lowry Expressway, Texas City
Galv Co Mosquito Control (Dickinson)	5115 Hwy 3, Dickinson
Galv Co Mosquito Control (Galv)	2720 Terminal Dr, Galveston

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SPECIAL PROVISIONS
ALARM SERVICES
GALVESTON COUNTY, TEXAS

Galv Co Records Warehouse/Criminal DA	2011 Sealy, Galveston
Galv Co Sheriff's Warehouse	1207 Oak, LaMarque (installed 9/12/13)
Galv SO ID (Main Office) Galv SO ID (File Room) Galv SO ID (Vault) Galv SO ID (Evidence Drop Room)	601 54th St, Galveston
Galv Co Tax Office Galv Co Tax Office (Vault)	722 21st St, Galveston
Galv Co Texas City Tax Office Galv Co Texas City Court House Annex	2516 Texas Ave, Texas City

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Account name	Services	Proposed price
Carbide Park (Main Building Fire) Carbide Park (Main Building Burg) **4102 Main St (FM519), LaMarque**	Fire & Burglar Mgmt Control	
Galv Co Animal Resource Center (Fire) Galv Co Animal Resource Center (Bldg) Galv Co Animal Resource Center (Stray Dog) Galv Co Animal Resource Center (Medical) Galv Co Animal Resource Center (Intake) **3412 Loop 197 North, Texas City**	Fire & Burglar Mgmt Control	
Galv Co Auto Crimes (Entry Hall)- Door only Galv Co Auto Crimes (Office) **1620 Gill Rd, Dickinson**	Burglar Mgmt Control	
Galv Co Care Here Clinic **2028 Sealy, Galveston** (same bldg. as maintenance/separate system)	Burglar Mgmt Control	
Galv Co Care Here Clinic (installed 2/26/14) **1804 West FM 646, League City**	Burglar Mgmt Control	
Galv Co Care Here Clinic 600 Gulf Fwy, Ste 100, Texas City	Burglar Mgmt Control	
Galv Co Central Plant (Fire) **5800 Ball, Galveston**	Fire	
Galv Co Court House (Fire) **722 21st St, Galveston**	Fire	
Galv Co Courts Building (Fire) **600 59th St, Galveston**	Fire	
Galv Co Emergency Mgmt Facility, 911 (Fire) **1353 FM 646 West, League City**	Fire	
Galv Co JP 6 (Constable's Office) Galv Co JP 6 (Tax Office) Galv Co JP 6 (Court & Court Offices) Galv Co JP 6 (Fire & Burg) **940 Nobel Carl Dr, Crystal Beach**	Fire & Burglar Mgmt Control	

Galv Co JP 7 (Building) Galv Co JP 7 (Office) Galv Co JP (Constable's Office) **4500 10th St, Bacliff**	Burglar Mgmt Control	
Galv Co JP 8 Annex (Fire) Galv Co JP 8 Annex (Building) Galv Co JP 8 Annex (Tax Office) Galv Co JP 8 Annex (Panic) **172 Calder Rd, League City**	Fire & Burglar Mgmt Control 31 Panics (partition)	
Galv Co LaMarque Pumping Station **1100 Levy Rd, LaMarque**		
Galv Co Law Enforcement Building (Fire)(Jail) **601 54th St, Galveston**	Fire	
Galv Co Maintenance Shop (Fire) (Sale) ^^^ Galv Co Maintenance Shop (Burg) **2002-A Sealy, Galveston** (same bldg. as Care Here/separate system)	Fire & Burglar Mgmt Control	
Galv Co Medical Examiner (Temperature) **6607 Emmett F Lowry Expy, Texas City**	Temp Alarm	
Galv Co Mid County Annex (Fire) **6850 Emmitt Lowry Expressway, Texas City**	Fire	
Galv Co Mosquito Control (Dickinson) **5115 Hwy 3, Dickinson**	Burglar Mgmt Control	
Galv Co Mosquito Control (Galv) **2720 Terminal Dr, Galveston**	Burglar Mgmt Control AES	
Galv Co Records Warehouse/Criminal DA **2011 (or 2007?) Sealy, Galveston**	Burglar Mgmt Control	
Galv Co Sheriff's Warehouse **1207 Oak, LaMarque (installed 9/12/13)**	Burglar Mgmt Control	
Galv SO ID (Main Office) Galv SO ID (File Room) Galv SO ID (Vault) Galv SO ID (Evidence Drop Room) **601 54th St, Galveston**	Burglar Mgmt Control	

Galv Co Tax Office Galv Co Tax Office (Vault) **722 21st St, Galveston**	Burglar Mgmt Control 20 Panics	
Galv Co Texas City Tax Office Galv Co Texas City Court House Annex **2516 Texas Ave, Texas City**	Burglar Mgmt Control 16 Panics	
Galv Co West (JP Office) Galv Co West (Tax Office) Galv Co West (Commissioner's Office) Galv Co West (Constable's Office) Galv Co West (Constable's Office) **11730 Hwy 6, Santa Fe**	Burglar Mgmt Control 4 Panics	
Galveston Fire Station #5 **5728 Ball, Galveston**	Fire	
Jerry J Esmond Juvenile Center (Fire) Jerry J Esmond Juvenile Center (Panic) **6101 Attwater Ave, Texas City**	Sale-Monitor-fire 5 Panics	
Sam Popovich Building (Fire) Sam Popovich Building (Burg) **1922 Sealy, Galveston**	Fire & Burglar Mgmt Control 6 Panics	
Texas Agri-Life Extension Office Bldg **4102-B FM 519, LaMarque**	Burglar Mgmt Control	
Texas City Flood Gate **5000 Levy Rd, Texas City**	Burglar Mgmt Control	
Texas City Pumping Station **2601 Texas City Port Blvd, Texas City**	Burglar Mgmt Control	
Walter Hall Park Pavilion (Fire) **807 Hwy 3 S, League City**	Fire	
TOTAL per month		
TOTAL per year		

AGENDA ITEM #24.

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

August 22, 2016

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

Re: **Disposal of Salvage or Surplus Property**

Gentlemen,

It is requested that authorization be granted to dispose of the salvage and/or surplus property items represented on the attached awaiting disposal (AD) list. This request is per the instructions outlined in the Texas Local Government Code, section 263.152, Disposition.

These items will be placed on the GovDeals website or other authorized means of disposal within 30 days after authorization is granted and efforts to transfer them to other departments are entities is exhausted.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachment

Dickey, Tammy

From: Nolan, Edward
Sent: Friday, August 19, 2016 5:17 PM
To: Dickey, Tammy
Subject: Agenda request for CC 08/30/2016: surplus property from County Clerks
Attachments: District Clerk 5-drawer cabinet.PDF

Good evening,

Please place the following item of property on the next commissioners court for authorization for proper disposal:

Desc	Make	Dept	Notes
5 Drawer Legal file cabinet	Master Filer	District Clerk	Drawers stick / fail to pull out smoothly

Jim Nolan
Purchasing Asset Coordinator
Wk: (409) 770-5417
Fax: (409) 621-7991

GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: August 8, 2016

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Authorized Signature | Gilbert Hernandez (Print Name) | 126100 – District Clerk (Department/Division)

Re: Pre-disposal disclosure

Method of Disposal: ✓ Destroy ____ Scrap ____ Salvage Starting Bid $ ____

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: ____ Description: Mauve – 5 Drawer

Make: ____ Model: ____

Serial/VIN: ____ Year: ____ Color: 5 black

Description of Use: File Cabinet

Reason for Disposal: broken

Is this item currently in sound working condition? ____ Yes X No Not sure: just wore out.

If no, please describe and list all defects. Wore out and shocks not working

Lock missing, drawers sticking

Other: ____

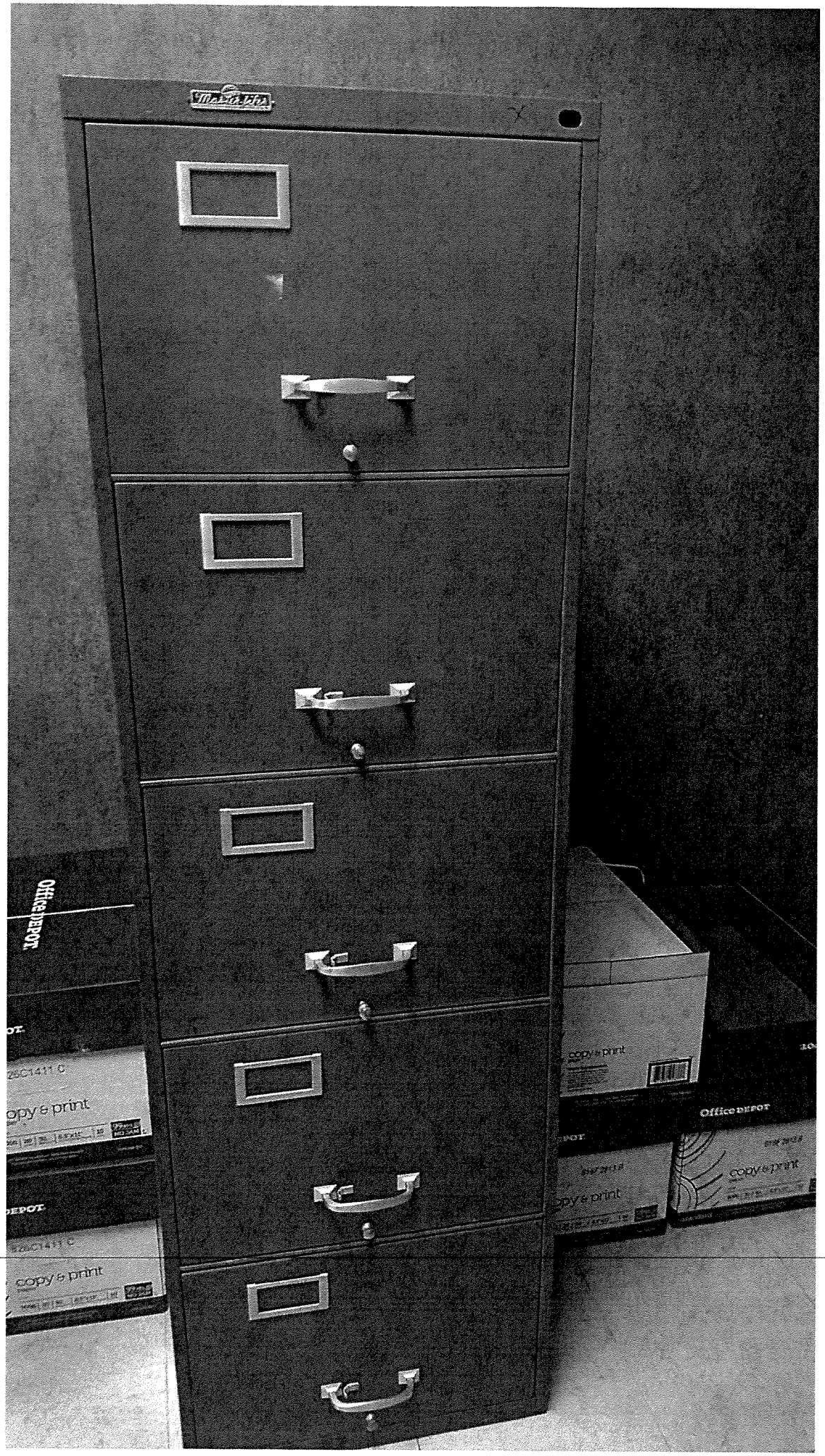
PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

8/18/2016
Date Form Processed

Fixed Asset Property Manager

Form No FA-07
03/18/2013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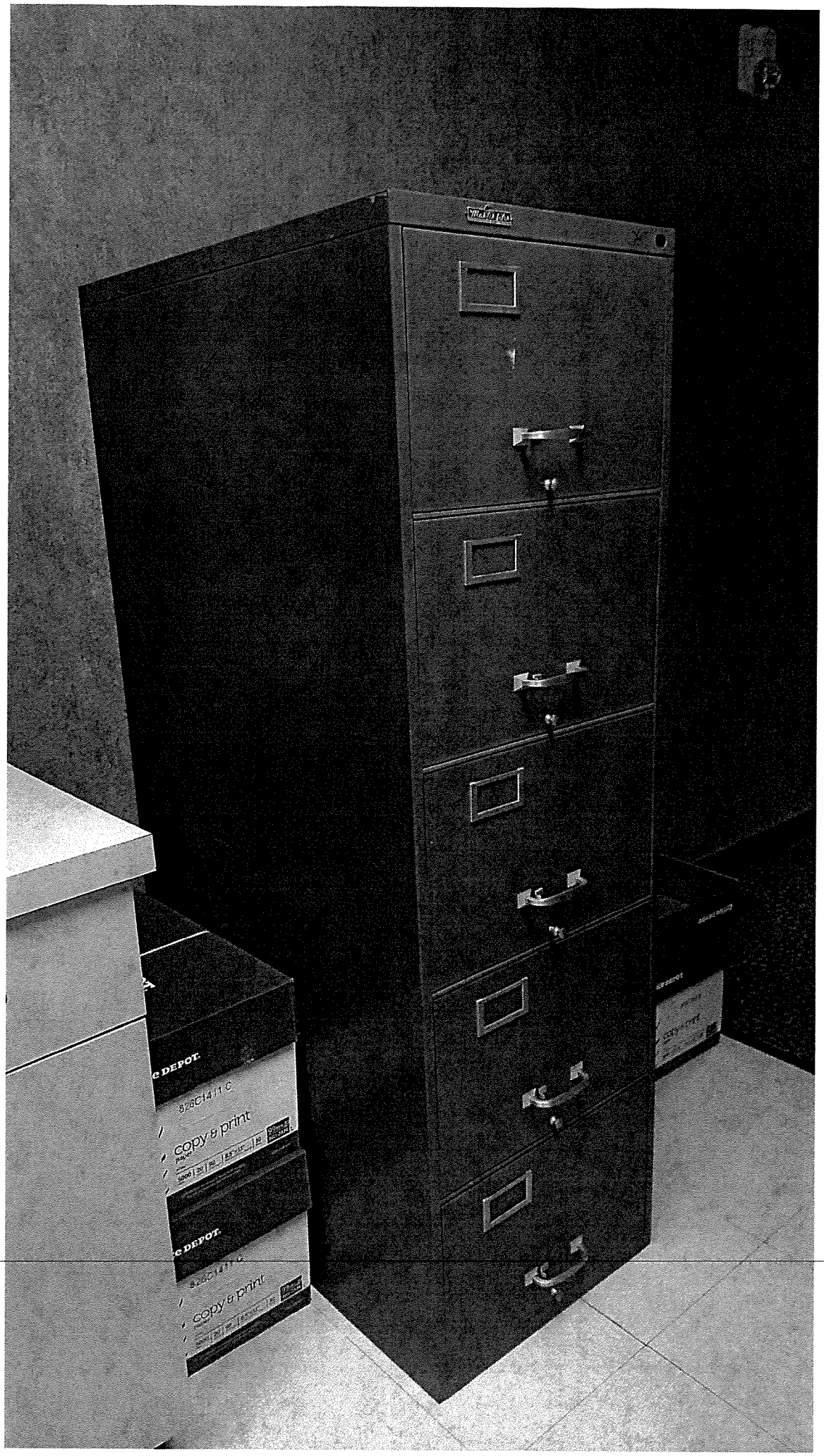
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AGENDA ITEM #25.

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

August 24, 2016

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

RE: RFP #B142015 Substance Abuse Treatment Services

The contracts associated with RFP #B142015 Substance Abuse Treatment Services, are scheduled for their first and only extension on September 1, 2016. The contracted vendors are listed below:

• ADA Women's Center	Contract #CM14299
• ADAPT Programs	Contract #CM14300
• Bay Area Recovery Center	Contract #CM14301
• Brazos Place	Contract #CM14302
• Gulf Coast Center	Contract #CM14303
• Pathway to Recovery	Contract #CM14304

No amendments to the contracts have been requested.

By consent, the Commissioners' Court agrees with the extensions as stated and will receive and file this document.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

Attachments

COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
GALVESTON COUNTY
715 19TH STREET GALVESTON, TEXAS 77550
409-766-2425 FAX: 409-770-5530

Dan Moore, Director Kelly Bozeman, Deputy Director

May 20, 2016

Ms. Tammy Dickey
Galveston County Purchasing
722 Moody, 5th Floor
Galveston, Texas 77550

Dear Ms. Dickey,

The Galveston County Community Supervision and Corrections Department is requesting the follow Bid-Contracts be extended one year. The extension would be effective from 09/01/2016 – 08/31/2017.

CM 14299	Alcohol Drug Abuse Womens Center Inc	Expires 08/31/2016
CM 14300	Adapt Programs LLC	Expires 08/31/2016
CM 14301	Bay Area Recovery Center	Expires 08/31/2016
CM 14302	Brazoria County Alcoholic Recovery Center Inc	Expires 08/31/2016
CM14303	Gulf Coast Center	Expires 08/31/2016
CM14304	Pathway to Recovery	Expires 08/31/2016

Thank you for your assistance in this process. Please contact me if you have any further questions.

Sincerely,

Shelly Thompson
Administrative Supervisor
Galveston County Adult Probation
409-770-5505

WOMEN'S RECOVERY CENTER 201 FIRST STREET GALVESTON, TEXAS 77550 409-763-5516

July 26, 2016

Rufus Crowder
Purchasing Agent
Galveston County
722 Moody, 5th Floor
Galveston, Texas 77550

Re: RFP #B142015 Substance Abuse Treatment Services (Contract CM14299)

Dear Mr. Crowder,

We request a one year extension to our contract for services offered under the Contract cited above from September 1, 2016-August 31, 2017.

Thank you for the opportunity to serve Galveston County probationers.

Sincerely,

Ellie Hanley

Ellie Hanley
Executive Director

Board of Directors

Jason Glenn, Chair Patsy Seitz, Vice Chair/Secretary

Curtiss Brown, Treasurer Janis Bane Margaret Hindman

Kathryn Cunningham Katherine Becker Leanne Green Donna Graham

ADAPT Programs

STRICTLY CONFIDENTIAL

Galveston County Purchasing
Attention: Rufus Crowder
722 Moody 5th
Galveston, TX 77550

June 6, 2016

Re: RFP #B142015 Substance Abuse Treatment Services (Contract CM14300)

Please allow this letter to serve as official notice that ADAPT Programs, LLC wishes to continue with an extension of the above mentioned RFP for the September 1, 2016 through August 31, 2017 budget cycle.

Please contact me with any questions, comments or concerns that you may have at either (979) 480-3327 or admin@adaptprograms.com.

Most Sincerely,

CEO

Joe Gardzina, LCDC, ADC-III, ICADC, Q-SAP
Licensed Chemical Dependency Counselor
Board Certified Alcohol and Drug Counselor
Diplomate, Texas Certification Board of Addiction Professionals
Substance Abuse Professional - US DOT

BAY AREA RECOVERY CENTER

A Comprehensive Residential Treatment Center

Trust God ✦ Clean House ✦ Help Others

June 7, 2016

Rufus Crowder
Galveston County Purchasing Agent
722 Moody, 5th Floor
Galveston, TX 77550

Re: RFP #B142015 Substance Abuse Treatment Services (Contract CM14301)

Dear Mr. Crowder:

Please accept this letter of intent that Bay Area Recovery Center, Ltd is interested in continuing the contract #B142015 Substance Abuse Treatment Services (Contract CM14301) beginning September 1, 2016-August 31, 2017.

Thank you for the opportunity to continue providing service to the county and the community.

Sincerely,

Joe Shipley
Chief Executive Officer
Bay Area Recovery Center

4316 Washington ✦ Dickinson, TX 77539 ✦ Office (281) 337-1343 ✦ Fax (281) 534-4782

Rufus Crowder
Galveston County Purchasing Agent
722 Moody, 5th Floor
Galveston, TX 77550

RE: RFP #B142015 Substance Abuse Treatment Services (Contract CM14302)

Mr. Crowder,

Please allow this letter to serve as or Letter of Intent that we wish to extend our contract for another year (September 1, 2016 to August 31, 2017.

Please contact me with any questions or concerns at admin@adaptprograms.com

Most Sincerely,

CEO

Joe Gardzina, CEO
Brazos Place

BRAZOS PLACE

Inpatient Substance Abuse and Detoxification Treatment Program
1103 N. Avenue H
Freeport, TX 77541
979 233 3826
www.brazosplace.org

GULF COAST CENTER
MENTAL HEALTH • SUBSTANCE USE RECOVERY
INTELLECTUAL & DEVELOPMENTAL DISABILITIES

August 9, 2016

Galveston County CSCD
722 Moody, 5th Floor
Galveston, Texas 77550

Attention: Mr. Rufus Crowder
Galveston County Purchasing Agent

Re: Letter of Intent
RFP # B142015 Contract CM14303

I am writing to you with regards to extending Gulf Coast Center contract with Galveston County CSCD for year September 1, 2016 – August 31, 2017.

Sincerely,

Susan Brown

Susan Brown, BLS, LCDC, AAC
Program Manager Recovery Services

123 ROSENBERG, SUITE 6
GALVESTON, TEXAS 77550

409.763.2373
FAX 409.763-5538

www.GulfCoastCenter.org

facebook

Our mission is to enable and empower individuals and families to live quality lives

Pathway To Recovery, Inc.

2119 Oak St.
La Marque, Texas 77568
Ph: 409-933-4366
Fax: 409-933-4367

6/27/2016

RE: Contract Extension RFP#B142015

Rufus Crowder, Galveston County Purchasing Agent

It is the intent of Pathway To Recovery, Inc., to seek a second extension for RFP #B142015 Substance Abuse Treatment Services (Contract CM14304) for contract dates September 1, 2016 to August 31, 2017.

Respectfully,

Tim Hartwig
Executive Director, Pathway To Recovery, Inc.

Tim Hartwig 6-23-16

Request for Proposals

Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications.

I. Introduction

The Galveston County Community Supervision and Corrections Department (hereafter called CSCD) is a political entity of 10th et al. Judicial District(s) and is seeking vendors to provide substance abuse services to individuals under various types of community supervision in the jurisdiction.

Authority

The Texas Department of Criminal Justice - Community Justice Assistance Division (TDCJ-CJAD) will establish, set standards, and fund Community Supervision and Corrections Departments (CSCDs). The CSCDs may contract for the provision of treatment services.

The CSCD implements programs in accordance with the orders of the criminal courts, community justice plans, and applicable state law. Programs are utilized to accomplish the mission of the CSCD which includes at least the following:

1. Protect the public interest and safety of the community;
2. Provide services to the courts in the enforcement of their orders;
3. Provide services that meet the needs of offenders placed on community supervision and assist them in becoming law-abiding citizens;
4. Provide programs and activities designed to reduce the impact of crime;
5. Provide alternate sanctions and options to the court for sentencing and supervision.

Qualifications to Bid

Proposer must have all the appropriate facility, program, and individual licenses and credentials issued by the Texas Department of State Health Services (DSHS). CSCD reserves the right to negotiate with the proposer for other levels of substance abuse treatment service during the contract period if the proposer is selected under this RFP, appropriate licensure is obtained, and the service is in the best interest of CSCD.

Proposer must be able to serve CSCD at any location or satellite offices within the jurisdiction as required by CSCD.

Opening Date, Time, and Procedures

Completed Proposals
Original and one (1) single sided copy
will **ONLY** be received at the
Galveston County
Purchasing Department
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550

July 10, 2014
(Date)

2:00 P.M.
(Time)

All proposals must be in sealed envelopes/boxes and must be labeled. Original proposal must be clearly marked ORIGINAL and contain all original signatures.

Late proposals will be returned to the bidder unopened. CSCD will not be responsible for unmarked proposals, improperly marked proposals, or proposals delivered to the wrong location.

Proposals may be withdrawn at any time prior to the official opening. After the official opening, proposals will become the property of CSCD. No modifications to a proposal will be accepted. If modifications are necessary prior to opening for any reason the proposer may withdraw the proposal and submit a new proposal.

CSCD reserves the right to accept or reject in part or in whole any proposals submitted and to waive any technicalities in the best interest of the CSCD.

Due care and diligence has been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of liability and the verification of all information presented herein shall rest solely with the proposer. CSCD and its representatives will not be responsible for any errors or omissions in these specifications nor for the failure on the part of the proposer to determine the proposers' full extent of liability if a proposal is submitted.

The proposer shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions appear in the specifications the proposer shall promptly notify CSCD in writing of the error or omission it discovers. Any significant errors, omissions, or inconsistencies in the specifications are to be reported no later than ten (10) days before time for bid proposal submission deadline.

Overview

Any contract offered from this RFP will be a FEE FOR SERVICE contract with cost justification. Proposer will ensure that only reasonable and allowable costs will be used in the cost justification. If proposal is accepted and unallowable or unreasonable cost are expended during the contract period the provider may be subject to contractual and criminal sanctions.

CSCD is requesting proposals for substance abuse services for offenders supervised by the Department. Proposer may bid on one or more substance abuse services. **Prices must be firm for the entire contract**.

The proposal submitted in response to this RFP, if accepted, will become the **Operations Plan** and will become legally binding upon the provider as the process by which the proposed substance abuse treatment services are provided under any contract.

Proposers with multiple contracts with state or local governments or other agencies will develop accounting processes that allow for **verification of rates**. This may include indirect cost rates or cost pooling.

Proposer will follow all U.S. Office of Management and Budget Circulars as applicable.

Contracts will be for "substance abuse treatment" only. Other educational and/or non-substance abuse services are not eligible services. Services such as anger management can be included in treatment to the extent they are inclusive in a substance abuse program and relate to the specific issue of substance abuse.

Providers will submit monthly invoices for payment for services to the CSCD. Agencies will be required to use the forms and procedures specified by the CSCD. Providers may be required to submit billing electronically on software provided by TDCJ-CJAD.

The CSCD retains control over the offenders referred to agencies for the provision of substance abuse treatment. If the offender is determined to be in need of additional or different treatment services, the offender is to be referred back to the CSCD for further action. The process by which this action will occur will be determined by the CSCD.

The proposer must agree to provide testimony in court, if required, at no additional cost to the CSCD.

The prices quoted in response to this RFP should be the full cost of treatment. Any other funds (including client participant fees) available to the proposer from public or private sources shall be deducted from the total billable amount to the CSCD if proposer is offered a contract.

Proposals shall be opened so as to avoid disclosure of the contents to competing offerors. Details will not be publicly disclosed until all ensuing negotiations have been completed and contractual agreements have been executed as allowed by law.

The CSCD reserves the right to negotiate a contract with the proposer(s) who, in its opinion, offers the most advantageous proposal(s) for the purpose intended. The CSCD reserves the right to accept the proposal(s) presenting the best offer. **This offer may or may not be the lowest bid.**

Contract Period

Selected proposer(s) will be awarded a maximum twenty-four (24) month contract with one (1) twelve (12) month option to extend services for a potential contract period of three (3) years. **Prices must be firm for the entire contract**. Services provided will be paid for from the appropriate fiscal year funds provided by the Texas Department of Criminal Justice-Community Justice Assistance Division (TDCJ-CJAD). Contracts are subject to availability of TDCJ-CJAD funds. All representations made by the department are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, the Texas Board of Criminal Justice, or the Texas Department of Criminal Justice - Community Justice Assistance Division.

II. Substance Abuse Treatment Services Minimum Requirements

The proposer shall, in accordance with the terms of this RFP and subsequent contract (if accepted as a vendor), provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the CSCD as specified in writing as part of this RFP) and do all things necessary for, or incidental to, the provision of the substance abuse treatment services as required by the Texas Department of State Health Services (DSHS) Substance Abuse Related Rules for the level of service provided and by the Substance Abuse Treatment Standards of the Texas Department of Criminal Justice – Community Justice Assistance Division Standards for CSCDs Section 163.40 which follows in its entirety:

163.40 SUBSTANCE ABUSE TREATMENT STANDARDS

(a) Definitions. The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.

(1) Admission – The administrative process and procedure performed to accept an offender into a treatment program or facility.

(2) Aftercare – Counseling and community based support services that are designed to provide continued support for treatment delivered in a residential or outpatient program.

(3) Aftercare Caseloads – Supervision and support services for offenders who have completed a substance abuse treatment program.

(4) Assessment – A process conducted by a qualified credential counselor (QCC) trained to administer a structured interview to determine the nature and extent of an offender's chemical abuse, dependency, or addiction, to assist in making an appropriate referral. Other criminogenic risk/needs will be assessed and incorporated into the individual treatment plan.

(5) Best Practices – In these standards, Best Practices are evidence-based substance abuse treatment programs that address concepts such as criminogenic risk/needs, responsivity and congnitive-behavioral treatment, and programs that possess the following hallmarks.

(A) validated treatment assessments that include criminogenic risks/needs factors;

(B) a treatment regimen that focuses on changing criminogenic risks/needs, behaviors, and thinking patterns;

(C) a treatment regimen that includes a specific, cognitive-behavioral program that has been recognized in professional criminal justice journals;

(D) responsivity in addressing offenders' needs and employment of qualified staff; and

(E) measurable outcomes to reduce substance abuse, dependency or addiction and other criminogenic risks/needs.

(6) Chemical Dependency - Substance-related disorders as that term is used in the most recent published edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM).

(7) Continuum of Care - A system that provides for the uninterrupted provision of essential services from initial assessment through completion of treatment

(8) Counseling - Face-to-face interactions between offenders and counselors to help offenders identify, understand, and resolve their personal issues and problems related to their substance abuse or chemical dependency. Counseling may take place in groups or in individual meetings.

(9) Counselor - A qualified credentialed counselor, graduate or counselor intern working towards licensure that would qualify them to be a qualified credentialed counselor (QCC).

10) Counselor Intern - An advanced student or graduate in a professional field gaining supervised professional experience.

(11) Criminogenic Risk/Needs – Dynamic risk factors that are directly related to crime production, such as antisocial peers; antisocial beliefs, values and attitudes; substance abuse, dependency or addiction; anger/hostility; poor self-management skills; inadequate social skills; poor attitude toward work/school; and poor family dynamics.

(12) Detoxification - Chemical dependency treatment designed to systematically reduce the amount of alcohol and other toxic chemicals in an offender's body, manage withdrawal symptoms, and encourage the offender to continue ongoing treatment for chemical dependency.

(13) Direct Care Staff – Staff responsible for providing treatment, care, supervision, or other direct client services that involve face-to-face contact with an offender.

(14) Discharge – Formal, documented termination of services.

(15) Discharge Summary – A written report of the offender's progress and participation while in treatment, including a discharge plan that provides an aftercare/supervision plan designed to sustain progress for offenders successfully completing treatment.

(16) Education - Educational instruction; a planned, structured presentation of information which is related to substance abuse or chemical dependency. Education is not considered counseling.

(17) Emergency - A situation requiring immediate attention and action to treat or prevent physical, or emotional, harm, or illness.

(18) Evaluation – A process conducted by a CSO trained to administer the TDCJ-CJAD Substance Abuse Evaluation (SAE) instrument to determine the nature and extent of an offenders chemical abuse, dependency or addiction to assist in making an appropriate referral. Other criminogenic risk/needs will be assessed and incorporated into the individual treatment plan.

(19) Facility - The physical location of the treatment program operated by, for, or with funding from the TDCJ-CJAD. Some locations may be secured facilities for in-patient treatment; other programs may be offered at locations as outpatient treatment.

(20) Graduate – A counselor intern who has successfully completed education and work experience requirements prior to licensure by the Texas Department of State Health Services (formerly Texas Commission on Alcohol and Drug Abuse).

(21) Grievance - A formal complaint limited to matters affecting the complaining offender personally and limited to matters that the facility/program has the authority to remedy.

(22) Intake – The process of gathering information to determine if an offender is eligible and appropriate for services, and providing information to the offender about a program's services and rules.

(23) Life Skills Training – A structured program of training, based upon a written curriculum and provided by qualified staff designed to help offenders with social competencies, such as communication and social interaction, stress management, problem solving, decision making, and management of daily responsibilities.

(24) Primary Counselor - An individual working directly with and being responsible for the treatment of the offender.

(25) Qualified, Credentialed Counselor (QCC) - A licensed chemical dependency counselor (LCDC) or one of the following professionals:

(A) licensed professional counselor (LPC);

(B) licensed master social worker (LMSW);

(C) licensed marriage and family therapist (LMFT);

(D) licensed psychologist;

(E) licensed physician (MD or DO);

(F) licensed physician's assistant;

(G) certified addictions registered nurse (CARN); or

(H) licensed psychological associate; and

(I) nurse practioner recognized by the Board of Nurse Examiners as a clinical nurse specialist or nurse practitioner with specialty in psyche-mental health (APN-P/MH).

(26) Responsivity – Matching the characteristics of the offender with the program modality, and the knowledge, skills, and abilities of the staff. It includes offender's learning style and readiness for treatment; the quality of the treatment relationship; and the staff's therapeutic approach, cultural competency, use of reinforcement, and modeling.

(27) Screening – The initial stage of a process in which it is determined if an offender has a chemical dependency problem that may require further assessment or evaluation.

(28) Senior Counselor/Unit Manager/Unit Supervisor - A supervisory staff member who directs, monitors, and oversees the work performance of subordinate staff members.

(29) Special Needs Populations - Offenders who have significant problems in the areas of mental health, diminished intellectual capacity, or medical needs.

(30) Structured Activity – A planned, interactive, scheduled event that is overseen by staff in which participants actively take part in an activity related to recovery, health, life skills, or interpersonal skills.

(31) Treatment - A planned, structured, and organized program, either residential or non-residential, designed to initiate and promote an offender's chemical-free status or to maintain the offender free of illegal drugs. It includes, but is not limited to, the application of planned procedures to identify and change patterns of behavior related to or resulting from chemical dependency that are maladaptive, destructive, or injurious to health, or to restore appropriate levels of physical, psychological, or social functioning lost due to chemical dependency.

(32) Treatment Team – The treatment team shall consist of at least the offender, the offender's counselor, a CSO and/or residential CSO (when appropriate).

(b) Compliance. Compliance with TDCJ-CJAD substance abuse treatment standards is required of all programs that provide substance abuse treatment and are funded directly or indirectly or managed by TDCJ-CJAD. **Programs and facilities providing only substance abuse education are not subject to these standards.**

(c) Personnel & Staff Development/Accreditation. The employer shall ensure that employees acquire and maintain any credentials, licensing, certifications, or continuing education required to perform their duties, with copies kept in their personnel files.

(d) Admissions and Removals.

(1) Eligibility – Programs shall have written eligibility criteria specific to the services and mission of the program. Offenders may be admitted into a program only by order of the court and only if they meet the minimum eligibility criteria as outlined in the program policies, licensure or CJAD approved program design. Offenders found to be ineligible for admission within 10 days of arrival at the program shall not be counted in program admissions.

(2) There shall be documentation of specific admission criteria and procedures. Offenders are eligible for substance abuse treatment programs if:

(A) there is responsivity between the treatment services provided by the program and the offender's criminogenic risks/needs, or

(B) a court orders the offender into the program and the subsequent assessment indicates the need for treatment services; or

(C) the program allows readmissions and the offender meets the admission criteria.

(3) For offenders who are placed in treatment programs who do not meet admission or eligibility criteria, a mechanism or procedure shall be developed for offender removal. A review and justification explaining the reason the offender does not meet admission criteria shall be required with copies kept in the offenders file. Offenders who do not meet eligibility criteria will be considered ineligible and shall not be counted as "discharged."

(e) Intake. There shall be written policies and procedures establishing an intake process to determine eligibility for offenders entering a substance abuse treatment program. The intake process must be completed within ten working days of an offender's arrival in a program.

(f) Initial Assessment Procedures. Acceptable and recognized assessment tools shall be used in all substance abuse treatment programs within ten working days from date of admission. Assessment policies and procedures shall require the use of approved clinical measurements and screening tests. If the screening identifies a potential mental health problem, the facility shall obtain a mental health assessment and seek appropriate mental health services when resources for mental health assessments and services are available internally or through referral at no additional cost to the program. Assessment procedures shall include the following:

(1) identification of strengths, abilities, needs and substance preferences of the offender;

(2) summarization and evaluation of each offender to develop individual treatment plans;

(3) assessments completed by a QCC, or if the assessor is a Counselor Intern, then the documentation must be reviewed and signed by a QCC.

(g) Assessments. The assessment shall include:

(1) a summary of the offender's alcohol or drug abuse history including substances used, date of last use, date of first use, patterns and consequences of use, types of and responses to previous treatment, and periods of sobriety;

(2) family information, including substance use and abuse by family members and supportive or dysfunctional relationships;

(3) vocational and employment status, including skills or trades learned, work record, and current vocational plans;

(4) health information, including medical conditions that present a problem or that might interfere with treatment;

(5) emotional or behavioral problems, including a history of psychiatric treatment;

(6) educational achievement level;

(7) intellectual functioning level;

(8) responsivity analysis; and

(9) a diagnostic summary signed and dated by a QCC.

(h) Orientation. Each program shall establish written policies and procedures for the orientation process. Orientation shall be provided at the onset of treatment and in accordance with the level of treatment to be provided. The orientation shall relay information concerning program rules, the grievance procedure, and the steps necessary for offenders to complete treatment successfully.

(i) Offender Rights. The offender's basic rights shall be respected and protected, free from abuse, neglect, exploitation, and discrimination. Each provider shall have written policy and procedure to ensure protection of the offender's rights according to federal and state guidelines.

(j) Release of Information. There shall be written policies and procedures for protecting and releasing offender information that conforms to federal and state confidentiality laws. The staff shall follow written policies and procedures for responding to oral and written requests for offender-identifying information.

(k) Offender Records. There shall be written policies and procedures regarding the content of offender treatment records. Residential programs shall maintain separate individual treatment records for defendants. Case records, whether residential or outpatient, shall include the following information at a minimum:

(1) court order placing the offender into the program;

(2) initial intake information form;

(3) referral documentation;

(4) case information from referral source, if applicable;

(5) release of information forms;

(6) relevant medical information;

(7) case history and assessment including risk and needs assessment and Strategies for Case Supervision if required;

(8) individual treatment plan;

(9) evaluation and progress reports; and

(10) discharge summary.

(l) Offender Records Review Policy. There shall be written policies and procedures to govern the access of offenders to their own substance abuse treatment records in accordance with Texas Health & Safety Code and 42 CFR part 2 (Code of Federal Regulations). This access does not apply to criminal justice records. Restrictions to

access treatment records shall be specified and explained to offenders upon request. Exceptions must involve the potential for harm to the offender or others.

(m) Treatment Planning and Review. Initial individual Treatment Plans will be completed by the counselor collaborating with the offender within ten working days from the date of an offender's admission to a Community Corrections Facility (CCF), County Correctional Center (CCC) or any other substance abuse treatment program or through a similar process approved by the Community Supervision and Corrections Department (CSCD). Substance abuse treatment shall be based on substance abuse, chemical dependency or addiction and other criminogenic risks/needs identified through assessments and revised according to the offender's successful resolution of those substance abuse, chemical dependency or addiction and other criminogenic risks/needs. Treatment plans shall include criteria for discharge that are based on the achievement of treatment plan goals and shall be reviewed at timely intervals with a minimum of once each month or when major changes occur (e.g., change in stage). The treatment planning and review process shall ensure that:

(1) the primary counselor meets with the offender as needed to review the treatment plan, evaluating goal progress and revisions;

(2) all revised treatment plans be signed and dated by the counselor and the offender; and

(3) results of the review are documented and placed in the treatment file, with a copy to the CSO.

(n) Treatment Progress Notes. There shall be written policies and procedures to require all programs to record and maintain progress notes on all offender case records, document counseling sessions, and to summarize significant events that occur throughout the treatment process. Progress notes shall be documented at a minimum of once each week.

(o) Changes in Treatment Stages. Each treatment program shall develop written criteria based on achievement of treatment plan goals for an offender to advance or regress from a stage of treatment. An offender must meet the criteria for a change in the stage of treatment before such a change or a discharge is implemented. The treatment team shall confer when the offender is subject to a major setback in the program and prior to discharge.

(p) Discharges from Treatment. Discharge from a program shall be based on the following criteria:

(1) Successful Discharge – the offender has made sufficient progress towards meeting the objectives of the Treatment Plan, including addressing criminogenic risk/needs and program requirements;

(2) Administrative Discharge - the offender has satisfied a period of placement as a condition of community supervision, the offender is removed by order of the court or the offender is removed by operation of law for conduct occurring prior to admission into the program;

(3) Unsuccessful Discharge - the offender has demonstrated non-compliance with the program criteria or court order, including absconding from the program; or

(4) Medical Discharge - the offender manifests a medical or psychological problem, including death, that prohibits participation or completion of the program requirements.

(q) Discharge Plan. The treatment team shall adopt a discharge plan for each offender prior to successful discharge. The discharge plan shall be sent to the offender's supervision officer within seven days after discharge and provide

a summation of:

(1) clinical problems at the onset of treatment and original diagnosis;

(2) the problems or needs and strengths or weaknesses identified on the master treatment plan;

(3) the goals and objectives established;

(4) the course of treatment;

(5) the outcomes achieved; and

(6) a continuum of care/relapse plan for aftercare treatment, which must be prepared with the offender and a family member or significant other, if appropriate and available.

(r) Discharge Summary. A Discharge Summary shall be prepared for all offenders who leave the program as an unsuccessful, administrative or medical discharge. The summary shall include elements (1) – (6) of the Discharge Plan.

(s) General Program Services Provisions. Specific services shall be required of all substance abuse treatment programs. Written policies and procedures shall ensure the following standards are met.

(1) All substance abuse services shall be delivered according to a written treatment plan that has been developed from the offender's assessment;

(2) Group counseling sessions are limited to a maximum of sixteen offenders. Group education and life skills training sessions are limited to a maximum of thirty-five offenders. These limits do not apply to multi-family educational groups, seminars, outside speakers, or other events designed for a large audience.

(3) All programs shall employ a QCC.

(4) All counselor interns shall work under the direct supervision of a QCC.

(5) Chemical dependency counseling must be provided by a QCC, graduate or counselor who has the specialized education, training, or expertise in the subject matter to be delivered. Chemical dependency education shall be provided by counselors or individuals who have the specialized education, training, or expertise in the subject matter to be delivered.

(6) Direct care staff shall be awake and alert on site during all hours of program operation.

(7) Residential programs shall have at least one counselor on duty at least eight hours a day, five days a week.

(8) Offenders in residential programs shall have an opportunity for eight continuous hours of sleep each night. Staff shall conduct and document at least three checks while offenders are sleeping.

(9) The program shall include a culturally diverse curriculum applicable to the population served and shall be evidenced through demonstrated, appropriate counseling and instructional materials.

(10) Members of the offender treatment team shall demonstrate effective communications and coordination, as evidenced in staffing, treatment planning and case-management documentation.

(11) There shall be written policies and procedures regarding the delivery and administration of prescription and nonprescription medication which provide for:

(A) conformity with state regulations; and

(B) documentation of the administration of medications, medication errors, and drug reactions.

(12) Chemical dependency education and life skills training shall follow a course outline that identifies lecture topics and major points to be discussed. All educational sessions shall include offender participation and discussion of the material presented.

(13) The program shall provide education about the health risks of tobacco products and nicotine addiction.

(14) The program shall provide HIV, Hepatitis B and C and Tuberculosis education based on the Model Workplace Guidelines for Direct Service Providers developed by the Texas Department of State Health Services.

(15) Offenders shall have access to HIV counseling and testing services directly or through referral, as follows:

(A) HIV services shall be voluntary, anonymous, and not limited by ability to pay.

(B) counseling shall be based on the model protocol developed by the Texas Department of State Health Services.

(C) in all TDCJ-CJAD funded facilities, testing, as well as pre- and post-test counseling, is to be provided by the medical department or contracted medical provider.

(16) The program shall make testing and information, for tuberculosis and sexually transmitted diseases available to all offenders, unless the program has access to test results obtained during the past year, as follows:

(A) services may be made available directly or through referral.

(B) if an offender tests positive for tuberculosis or a sexually transmitted disease, the program shall refer the offender to an appropriate health care provider and take appropriate steps to protect offenders and staff.

(C) a community corrections facility shall report to the local health department the release of an offender who is receiving treatment for tuberculosis.

(17) The program shall:

(A) refer pregnant offenders who are not receiving prenatal care to an appropriate health care

provider and monitor follow-through; and

(B) refer offenders to ancillary services (such as mental health services) necessary to meet treatment goals.

(18) CSCDs that contract for services shall give preference to available programs that include the following elements of "Best Practices" in criminal justice treatment. CSCDs that conduct their own programs are required to incorporate the following elements of "Best Practices" in criminal justice treatment:

(A) validated treatment assessments that include substance abuse, dependency or addiction and other criminogenic risks/needs factors;

(B) a treatment regimen that focuses on changing substance abuse, dependency or addiction and other criminogenic risks/needs, behaviors, and thinking patterns;

(C) a treatment regimen that includes a specific, cognitive-behavioral program that has been recognized in professional criminal justice journals; and

(D) responsivity in addressing offenders' needs and employment of qualified staff.

(19) CSCDs that place offenders in substance abuse treatment programs shall ensure that offenders are referred to available aftercare services, giving preference to programs that incorporate "Best Practice" elements.

(t) Stages of Treatment. All CCFs providing substance abuse treatment shall designate in the current facility's Community Justice Plan (CJP) program proposal stages of treatment to be provided as described in sections (v) through (y) below.

(u) Detoxification. Offenders being referred to detoxification services must be referred to appropriately licensed service providers.

(v) Intensive Residential Treatment. Written policies and procedures shall ensure the following:

(1) All offenders admitted to Intensive Residential Treatment. shall have written justification to support their admission, be medically stable, and able to participate in treatment.

(2) The program shall provide adequate staff for close supervision and individualized treatment with counselor caseloads not to exceed ten offenders.

(3) There shall be direct care staff alert and on site during all hours of operation. There shall be an appropriate number of direct care staff to provide all required program services, maintain an environment that is conducive to treatment, and ensure the safety and security of the offenders, according to the design of the facility and with the approval of the funding source.

(4) Program counselors shall complete a comprehensive offender assessment and individual treatment plan within ten working days of admission.

(5) The facility shall deliver not less than twenty-five hours of structured activities per week for each offender, including:

(A) ten hours of chemical dependency counseling using a cognitive-behavioral approach with no less than one hour of individual counseling;

(B) ten hours additional education, counseling, life skills, or rehabilitation activities; and

(C) five hours of structured social or recreational activities.

(6) Counseling and education schedules shall be submitted to the funding entity for approval.

(7) Each offender shall have an opportunity to participate in physical recreation at least weekly.

(8) Program staff shall offer chemical dependency education or services to identified significant others.

(9) The program shall provide each offender with opportunities to apply knowledge and practice skills in a structured, supportive environment. Cognitive behavioral programs shall have a published curriculum identified by the authors to contain cognitive, social and behavioral elements. Anyone facilitating a cognitive curriculum must be trained in that specific curriculum. All direct care staff must receive training on the principles of a cognitive behavioral model as it relates to their job duties. This curriculum shall be approved by TDCJ-CJAD and implemented as designed. Components of the cognitive program shall at a minimum include:

(A) ways to identify thinking patterns; and

(B) a social skills training component.

(w) Supportive Residential Treatment. Written policies and procedures shall ensure the following:

(1) All offenders admitted to Supportive Residential Treatment shall have written justification to support their admission, be medically stable, and able to function with limited supervision and support, and be able to participate in work release or community service/restitution programs.

(2) The program shall have adequate staff to meet treatment needs within the context of the program description, with counselor caseloads not to exceed twenty offenders, unless the program can provide research-based evidence in writing to justify a higher caseload size based on the program design, characteristics, and needs of the population served, and any other relevant factors.

(3) There shall be direct care staff alert and on site during all hours of operation. There shall be an appropriate number of direct care staff to provide for the safety and security of the offenders, according to the design of the facility and with the approval of the funding source.

(4) Counselors shall complete a comprehensive offender assessment and individualized treatment plan within ten working days of admission for all offenders.

(5) The program shall deliver no less than six hours per week of chemical dependency counseling with a cognitive-behavioral approach (one hour per month of which shall be individual counseling) for each

offender.

(6) Counseling and education schedules shall be submitted to the funding entity for approval.

(7) The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and unstructured settings. Cognitive behavioral programs shall have a published curriculum identified by the authors to contain cognitive, social and behavioral elements. This curriculum shall be approved by TDCJ-CJAD and implemented as designed. Anyone facilitating a cognitive curriculum must be trained in that specific curriculum. All staff must receive training on the principles of a cognitive behavioral model as it relates to their job duties. Components of the cognitive program shall at minimum include:

(A) ways to identify thinking patterns; and

(B) a social skills training component.

(x) Outpatient Treatment. Written policies and procedures shall ensure the following:

(1) All offenders admitted to Outpatient treatment programs shall be medically stable, and have appropriate support systems in the community to live independently with minimal structure.

(2) The program shall have adequate staff to provide offenders support and guidance to ensure effective service delivery, safety, and security. Staffing patterns shall be submitted to the funding entity.

(3) The program shall set limits on counselor caseload size to ensure effective, individualized treatment and rehabilitation. Criteria used to set the caseload size shall be documented and approved by the funding entity.

(4) Didactic groups shall not exceed thirty-five offenders in a group.

(5) Therapeutic groups shall not exceed sixteen offenders in a group.

(6) For offenders in supportive outpatient programs, counselors shall complete a comprehensive offender assessment within thirty calendar days of admission for all offenders.

(7) For offenders in intensive outpatient programs, counselors shall complete a comprehensive offender assessment within ten calendar days of admission for all offenders.

(8) Intensive outpatient programs shall deliver no less than six hours per week of chemical dependency counseling with a cognitive behavioral approach.

(9) Supportive outpatient programs shall deliver no less than two hours per week of chemical dependency counseling.

(10) Counseling and education schedules shall be submitted to the funding entity for approval.

(11) The program design and application shall include increasing levels of responsibility for offenders and frequent opportunities for offenders to apply knowledge and practice skills in structured and unstructured settings.

(12) The outpatient treatment stages may be utilized for residents in the work release phase of any residential substance abuse treatment program.

(y) Special Needs Populations. Written policies and procedures shall ensure the following:

(1) Programs that address the special mental health, intellectual capacity, or medical needs of offenders must provide appropriate treatment either by program staff or through contracted services.

(2) Admission to a special needs program must be based on a documented mental health, intellectual capacity, or medical need.

(3) When the assessment process indicates that the offender has coexisting disabilities / disorders, the Treatment Plan shall specifically address those issues that might impact treatment, recovery, relapse, and/or recidivism.

(4) Personnel qualified in the treatment of coexisting disabilities / disorders shall be available.

(5) Within ninety-six hours of admission to a special needs residential program, offenders shall be administered a medical and psychological evaluation.

(6) Within ten days of admission to a residential program for special needs offenders, the program administrator or designee shall contact the Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI) regarding the offender's status. As soon as discharge date is projected, TCOOMMI shall be notified in writing of plans for a continuum of care after discharge, regardless of whether or not the discharge is for successful completion of the program.

(7) Residential facilities providing services for special needs populations shall have procedures to provide access to health care services, including medical, dental, and mental health services, under the control of a designated health authority. When this authority is other than a physician, final medical judgments must rest with a single designated responsible physician licensed by the state.

(A) Services/treatment shall be directed toward maximizing the functioning and reducing the symptoms of offenders.

(B) There shall be written policies and procedures regarding the delivery and administration of prescription and nonprescription medication which provide for:

(i) conformity with state regulations;

(ii) documentation of the rationale for use and goals of service/treatment consistent with the individual plan of treatment;

(iii) documentation of the administration of medications, medication errors, and drug reactions; and

(iv) procedures to follow in case of emergencies.

(8) There shall be procedures for documenting that the offender has been informed of medication management procedures.

(9) Offenders shall be actively involved in decisions related to their medications.

(10) Programs for special needs offenders must follow the same staffing for treatment levels as the levels for other offenders, except all residential programs shall maintain caseloads of no greater than sixteen offenders for each counselor.

(11) Programs operating in residential facilities shall ensure that offenders will have no less than ten days of appropriate medication for use after discharge.

(z) Use of Force. The CSCD director and Facility director shall ensure that a residential treatment program has written policies, procedures, and practices that restrict the use of physical force to instances of self-protection, protection of offenders or others or prevention of property damage. In no event is the use of physical force against an offender justifiable as punishment. A written report shall be prepared following all used of force, and all such written reports shall be promptly submitted to the CSCD director and Facility director for review and follow-up. The application of restraining devices, aerosol sprays, chemical agents, etc. shall only be accomplished by an individual who is properly trained in the use of such devices and only in an emergency by any individual in self-protection, protection of others or other circumstances as described previously.

III. Proposal Submission Requirements

General

1. Each proposal must be in the format described in the Proposal Format Requirements Section beginning on Page 22 in this RFP. Proposals must be typed or printed on standard (81/2"x 11") paper. Pages must be numbered and a table of contents must be included in the format required by this RFP.

2. Each proposal must respond to all portions of the RFP. All Texas Department of Criminal Justice-Community Justice Assistance Division proposal and budget forms must be utilized. (See attached forms).

3. Once a proposal has been submitted the proposer may not submit changes, amendments, or modifications. The proposer may, however, withdraw and resubmit a proposal anytime prior to the final date and time set for receipt of proposals. The CSCD, in its sole discretion, after the time set for receipt of proposals may negotiate a change, amendment, or modifications to its advantage.

4. Each proposal shall be valid for 90 calendar days after the opening date of the proposal and shall constitute an irrevocable offer to the CSCD for the 90 calendar day period. The 90 calendar day period may be extended by mutual agreement of the parties.

5. The CSCD reserves the right to waive, change, add, or delete any terms or conditions of this RFP. The CSCD reserves the right to waive any technicality noted in the submission process. **Submission of proposals confers no legal rights upon any proposer**. The CSCD reserves the right to reject any or all proposals or portions of proposals submitted in response to this RFP. All proposals become the property of the CSCD. The CSCD reserves the right to use, for its benefit, ideas contained in the proposals submitted. The CSCD is not liable for any costs or any damages that may be incurred by proposer or prospective proposer in the preparation, formulation or presentation of a proposal. In case of ambiguity or lack of clarity, the CSCD may adopt such interpretations as may be advantageous to the CSCD. **Any justified request for proposer information to remain confidential after the contract award will be granted to the proposer as allowed by law.**

6. After opening of proposals and prior to award, the CSCD reserves the right to make a pre-award site visit of any or all proponent's facilities to be used in the performance of work under this solicitation. Proposer agrees to allow all reasonable requests for inspection of such facilities with two (2) days advance notice. Failure to allow such an inspection shall be cause for rejection of proposals as non-responsive. The CSCD reserves the right to reject facilities as unacceptable for performance under this solicitation as a result of such site visit survey.

7. The proposer's past performance may also be used for purposes of evaluating proposer's suitability for award under this solicitation.
8. Products and services not specifically mentioned in this RFP, but which are necessary to provide the service described by this RFP, shall be included in the proposal. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.

9. Proposals should not contain promotional or display materials except as they may directly answer questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP.

10. If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other proposal documents or any part thereof, he/she may submit a request for clarification to the CSCD Director on or before the fifth calendar day at 5:00 p.m. prior to the scheduled opening. **All requests shall be in writing**. All questions regarding this proposal submission/funding should be directed to CSCD.

Proposal Format Requirements

Each section of the proposal must be clearly designated (by using tabs) to make the information readily accessible. If requested information does not appear in the appropriate section, that information may be counted as missing during the proposal review process. All proposals shall be submitted in the following format:

A. Cover Page: - USE COVER PAGE PROVIDED IN APPENDIX 1

B. Attachments: Shall include all information required of each proposer in the following order:
   1) Required Information. (See Pages 23 – 27 of this RFP)
   2) Proof of insurance;
   3) Costs (See Appendix II)
      a) Specify a separate price for each type of service provided (i.e. for detoxification services, intensive residential services, residential services, individual counseling services, group counseling services...).
      b) Specify if unit price will vary based on the number served (i.e. 10 served will cost x, 20 served will cost y).
      c) Complete budget forms (Appendix II) to substantiate how unit price was determined for each level of substance abuse service. **The rate proposed multiplied by the number of units proposed must equal the total proposed budget.**
      d) Specify any additional price for special population offenders including dual diagnosis, mentally retarded, etc. State why cost would be different for serving this special population.
      e) All proposed cost must be reasonable and necessary for providing services stated in RFP and shall not include any of the unallowable costs. Unallowable cost should not be included as justification for the provision of substance abuse treatment services. Unallowable costs include but are not limited to:
         i) Any item unallowable by State or any authorized agency, statute, policy, or procedure;
         ii) Alcoholic beverages;
         iii) Bad debts;
         iv) Building and Land purchase, rental purchase, lease purchase, renovation;
         v) Cash payments to intended recipients of Services;
         vi) Expenses or reimbursements to or on behalf of related entities for allowable indirect costs;
         vii) Expenses or costs reimbursed by other funds with respect to amounts paid by CSCD for services;
         viii) Fines and Penalties;
         ix) Fundraising;
         x) Legislative expenses for payment to any elected official from funds received from CSCD;
         xi) Lobbying;

xii) Payments to or on behalf of individuals related to principals of any affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from CSCD.
xiii) Tobacco products.
xiv) Firearms or ammunition.

4) Proposer shall identify accounting processes including but not limited to the following:
   a) Current billing processes (include software used)
   b) Audit requirements of the organization

Required Information

Each proposal shall contain the following information:

1. Name, title, and telephone number of proposer's contact person for all inquiries. The contact person shall be responsible for fielding all inquiries from the CSCD and providing the proposer's response.

2. Business and employee information
   a) Names and addresses of proposer's principal officers, directors, or partners.
   b) If an employee or officer is actively or previously on Community Supervision in the State of Texas, on Parole, or convicted of a felony offense in any state, please give name, address and basic employment information.
   c) A copy of proposer's most recent financial statement (i.e., monthly, quarterly) and most recent audited financial statement each to include corresponding balance sheet, income statement and statement of cash flow. Proposer must include an affidavit certifying that proposer is a duly qualified, capable and otherwise bondable business entity, that proposer is not in receivership or contemplates same, and has not filed for bankruptcy.
   d) A brief biography and complete resume of the person or persons who will operate/manage the services provided by proposers.
   e) Proposer's organizational chart.

3. The name and address of the proposer's insurance carrier(s), along with statement(s) from proposer's insurance carrier(s), that insurance as specified in this RFP is either in force or available upon proposer's request.

4. Complete reference information for all public and private institutions or agencies to which the proposer provides or has provided similar services; specify date of service contracts and current rates for contracted services.

5. A list of any civil lawsuits filed or pending on or after January 1, 1987, which are against or on behalf of the proposer or of its employees in connection with their status and/or conduct as employees or any of its subcontractors in connection with their status and/or conduct as subcontractors.

6. A list of any criminal cases (class B Misdemeanor or greater) filed or pending on or after January 1, 1987, in which the proposer or any of its employees in connection with their status and/or conduct as employees or any of its subcontractors in connection with their status and/or conduct as subcontractors have been charged or convicted.

7. Other organizational, biographical, or financial information deemed relevant by the proposer.

8. Describe the location where the service will be provided. Is the location accessible to public transportation and in a geographic area accessible to offenders? Is the location(s) near schools, day care centers, churches, or other facilities where offenders may be a threat to public safety?

9. Describe when treatment services could begin.

10. Describe the experience your agency has with the criminal justice population. Include if you have served this department under previous contracts.

11. Describe all services provided, and specify if all services are provided to all probationers. Describe eligibility criteria for probationers; include any special client characteristics (i.e. level of intellectual functioning, homeless, indigent, etc.). As well as which clients would be ineligible (offense categories, criminal history, etc.). Proposers must include information on how they will avoid denial of services to persons covered under the Americans with Disabilities Act. The CSCD will consider proposals to provide substance abuse services for special need offenders at higher rates.

12. Describe all probationers' responsibilities (i.e., homework assignments, practice sessions, etc.; include frequency, number and time frame where appropriate).

Specific requirements for RESIDENTIAL services for offenders.

a. Describe procedure and information necessary for an offender to be admitted to your facility.

b. Describe any diagnostic assessments that will precede program services and/or treatment. Describe any post-program service and/or treatment assessment that will be conducted. Describe why these particular assessments will be utilized.

c. Describe how and in what time frame an individualized client treatment plan is developed.

d. Describe minimum/maximum length of program participation.

e. Describe how client progress is measured while at the facility. What criteria are used to determine when to release a client early or request an extension?

f. Describe communication process and frequency of communication between facility staff and supervising community supervision officers (by telephone, written reports). Specify if communication process or frequency will vary during duration of service / treatment.

g. Describe client discharge/termination procedure (successful / unsuccessful) from the facility. Include if certificates of completion will be provided and, if so, procedure to provide certificate to client and notification procedure to supervising community supervision officer.

h. Describe staff to client ratio by level of service. Describe client supervision procedures.

i. Provide copies of all facility State and local licenses/ certificates, include expiration and renewal dates.

j. Describe client files, format, frequency of entries, etc.

Specific requirements for NON-RESIDENTIAL counseling/treatment services.

a. Describe procedure and information necessary for an offender to be admitted to your program/service.

b. Describe and specify any diagnostic assessments that will precede program services and/or treatment. Describe any post-program services and/or treatment assessments that will be conducted. Describe why these particular assessments will be utilized.

c. Describe how and in what time frame an individualized client treatment plan is developed.

d. If group counseling is provided, describe type of group process utilized; include goals/objective of group process, minimum / maximum number of clients in a group; specify if open or closed groups are utilized.

e. If individual counseling is provided, describe counseling / therapeutic approach utilized, specify skill development techniques utilized and goals/objectives of individual counseling.

f. Describe minimum/maximum length of program participation. (Specify program length for each level of service, i.e., group / individual.) What criteria are used to determine when to release a client early or request an extension?

g. Describe how client progress is measured during program participation. Describe type and frequency of reports to community supervision officers.

h. Describe communication process and frequency of communication between program staff/provider and supervising community supervision officers (by telephone, written reports). Specify if communication process or frequency will vary during duration of services/treatment.

i. Describe client discharge/termination procedure (successful/unsuccessful) from the program/service. Include if certificates of completion will be provided and, if so, procedure to provide certificate to client and notification procedure to supervising probation officer.

j. Describe staff to client ratio.

k. Describe client files, format, frequency of entries, etc.

Program Performance Measures

Describe at minimum your system of program measures to include at least the following.

1. Outputs
a) Total Number Served
b) Total number of successful program completions.
c) Total number of counseling hours provided.
d) Other output measures.

2. Outcomes- To include immediate and long-term outcomes that are specific to the program / service.

3. Five outcomes will be required for each substance abuse service.

   a. Reduce recidivism (defined as a re-arrest for a new separate offense that is punishable by incarceration) (i.e. Class B Misdemeanors and up).

   b. Decrease re-incarceration.

   c. Increase positive community supervision outcomes in areas of 1.) Expiration 2.) Early Discharge 3.) Revocations

   d. Specific programmatic outcome (i.e. completion of program (successful), violation of program conditions or inappropriate placement (unsuccessful)

   e. Reduce drug or alcohol use.

4. Describe any performance measures your facility uses in accomplishing its goals.

Agency Evaluation Methods

1) Describe your plan for determining the degree to which output and outcome objectives are met and methods are followed.

2) Describe your plan for monitoring outputs and outcomes.

3) State who will do the monitoring.

4) Describe how data will be gathered.

5) Describe test instruments or questionnaires that will be used.

~~6) Describe process of data analysis (if applicable).~~

7) Describe evaluation reports to be produced.

8) Describe the Management Information System (MIS) used for tracking clients in treatment and after discharge.

9) If a continued or modified program, please describe results of your program evaluation data of CSCD clients from 2002 through 2004. A new program may use data from other populations.

IV. After Proposals Are Opened

Proposal Evaluation Factors

The CSCD will consider many evaluation factors (of which cost is only one factor) and will receive proposals from all responsible applicants. The objective of the CSCD is to enter into a contract with the best applicant(s) at the best price. A weighted evaluation criteria, utilizing a numeric score, will be used to review the proposals. The review process may include an opportunity for a brief oral presentation by the proposer before the CSCD Review Committee. If necessary, oral presentations will be scheduled. Proposal evaluation elements include but are not limited to the following:

A. The proposed price per unit of service.

B. Completion of all aspects of this request for proposal.

C. Bidder's qualifications: Experience / Licenses / Certifications of management and staff.

D. Evidence of previous accomplishments in providing substance abuse services within the last five (5) years. Experience working with the target population.

E. Proposer's program evaluation / monitoring procedures.

F. Other factors such as multiple locations, convenience of hours or location to target population, and ability to accept some referrals under other sources of funding.

Negotiation of Rate, Cost Justifications, and Contract Size

Based on TDCJ-CJAD notification of funding allocations to the CSCD, funding will be awarded and contracts negotiated.

Following the CSCD's Selections of Proposer(s)

The proposal submitted in response to this RFP will become the **Operations Plan**. This document will be used in monitoring adequate provision of service. The proposer will enter into a written agreement for service which in addition to the specifications included in this RFP will also include at least the following provisions:

See Sample Contract Appendix III

AGENDA ITEM #26.a.

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

August 24, 2016

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

RE: RFP #B132013, Food Service for the Galveston County Jail
Contract #CM13336

Gentlemen,

Trinity Services, Group, Inc., the awarded contractor for RFP #B132013, Food Service for Galveston County Jail, is requesting a meal price adjustment of 2.6% as reflected below:

Inmate Meals		**Staff Meals**	
Current Price:	$0.917	Current Price:	$2.76
New Price:	$0.941	New Price:	$2.83

This price increase is in accordance with the terms set forth in the proposal agreement (Exhibit A, Financial Arrangements, page 11 of 14, Exhibit A) and based on the Consumer Price Index, Food Away From Home data.

The first renewal date for this contract is scheduled for March 19, 2017.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachments

TRINITY SERVICES GROUP, INC.

Chief Mary Johnson
Galveston County Sheriff's Office
5700 Avenue H
Galveston, TX 77551

August 15, 2016

RE: Food Service Agreement for Inmate and Staff Meals

Dear Chief Johnson:

It continues to be an honor and a privilege to provide inmate and staff food services at the Galveston County Jail. This letter is to request your confirmation of a meal price adjustment for the coming year. Pursuant to the terms of our Agreement, meal prices are to be adjusted annually at a rate equal to the change in the Consumer Price Index, Food Away From Home. Based on the Index data released July 15,2016,(copy enclosed) the change in the relevant Index was 2.6%. Therefore, effective October 1, 2016, the inmate meals will be priced at $0.941 per meal and officer meals shall be priced at $2.83 per meal.

Please sign and return the confirmation copy of this letter to confirm the price adjustments. Of course, please let me know if you have any questions regarding this request.

Trinity Services sincerely appreciates the opportunity to serve you and your team at Galveston County. We always strive to exceed our clients' expectations and I urge you to call me if you ever have any questions or concerns regarding the food services we provide.

Very truly yours,

David Pontes
District Manager
County of Galveston:

_____
Mark A. Henry, County Judge

Attest:

_____
Dwight D. Sullivan, County Clerk Date:

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Databases, Tables & Calculators by Subject

SHARE ON: FONT SIZE:

Change Output Options: From: 2006 To: 2016 GO

include graphs include annual averages

More Formatting Options

Data extracted on: July 20, 2016 (8:29:28 AM)

Consumer Price Index - All Urban Consumers

Series Id: CUUR0000SEFV
Not Seasonally Adjusted
Area: U.S. city average
Item: Food away from home
Base Period: 1982-84=100

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2006	196.6	197.2	197.6	198.0	198.7	199.2	199.7	200.2	200.5	201.1	201.6	202.2	197.9	200.9
2007	203.171	203.909	204.082	204.725	205.233	205.934	206.931	207.756	208.805	209.275	209.854	210.233	204.509	208.809
2008	211.070	211.878	212.537	213.083	213.967	215.015	216.376	217.063	218.225	219.290	220.043	220.684	212.925	218.613
2009	221.319	221.968	222.216	222.905	223.023	223.163	223.345	223.675	224.003	224.224	224.633	224.789	222.432	224.111
2010	224.916	225.081	224.991	225.276	225.573	225.797	225.710	226.422	227.075	227.287	227.512	227.722	225.272	226.955
2011	228.181	228.606	229.282	230.082	230.501	231.097	231.580	232.513	233.032	233.459	234.046	234.435	229.625	233.178
2012	235.268	235.603	236.073	236.695	237.262	237.839	238.337	239.057	239.565	239.742	240.038	240.359	236.457	239.516
2013	240.713	240.930	241.409	242.236	242.642	243.016	243.409	243.811	244.036	244.350	244.970	245.300	241.824	244.313
2014	245.481	246.187	246.878	247.534	247.952	248.445	249.210	249.801	250.570	251.100	251.987	252.628	247.080	250.883
2015	253.037	253.719	254.108	254.727	255.322	255.846	255.905	256.449	257.830	258.363	258.805	259.097	254.460	257.742
2016	259.958	260.319	260.883	261.517	262.074	262.529							261.213	

12-Month Percent Change
Series Id: CUUR0000SEFV
Not Seasonally Adjusted
Area: U.S. city average
Item: Food away from home
Base Period: 1982-84=100

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2006	3.0	3.0	3.1	3.1	3.2	3.1	3.2	3.1	3.0	3.0	3.1	3.2	3.1	3.1
2007	3.3	3.4	3.3	3.4	3.3	3.4	3.6	3.8	4.1	4.1	4.1	4.0	3.3	3.9
2008	3.9	3.9	4.1	4.1	4.3	4.4	4.6	4.5	4.5	4.8	4.9	5.0	4.1	4.7
2009	4.9	4.8	4.6	4.6	4.2	3.8	3.2	3.0	2.6	2.2	2.1	1.9	4.5	2.5
2010	1.6	1.4	1.2	1.1	1.1	1.2	1.1	1.2	1.4	1.4	1.3	1.3	1.3	1.3
2011	1.5	1.6	1.9	2.1	2.2	2.3	2.6	2.7	2.6	2.7	2.9	2.9	1.9	2.7
2012	3.1	3.1	3.0	2.9	2.9	2.9	2.9	2.8	2.8	2.7	2.6	2.5	3.0	2.7
2013	2.3	2.3	2.3	2.3	2.3	2.2	2.1	2.0	1.9	1.9	2.1	2.1	2.3	2.0
2014	2.0	2.2	2.3	2.2	2.2	2.2	2.4	2.5	2.7	2.8	2.9	3.0	2.2	2.7
2015	3.1	3.1	2.9	2.9	3.0	3.0	2.7	2.7	2.9	2.9	2.7	2.6	3.0	2.7
2016	2.7	2.6	2.7	2.7	2.6	2.6							2.7	

TOOLS
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Industries at a Glance

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RESOURCES
Inspector General (OIG)
Budget and Performance

715910

FOOD SERVICES AGREEMENT

THIS AGREEMENT made this 19 day of March 2014 by and between The County of Galveston, Texas, with principal offices located at 722 Moody, Galveston, Texas 77550 ("Client" or "County"), and Trinity Services I, LLC, doing business in Texas as Florida Trinity Services I, LLC, a Florida limited liability company with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity" or Vendor).

WITNESSETH:

WHEREAS, Client has issued a Request for Proposal for Inmate Food Services for the Galveston County Jail, RFP # B1322013, ("RFP") and Trinity submitted its proposal to provide the necessary food services ("Proposal"); and

WHEREAS, Client desires to avail itself of Trinity's services; and

WHEREAS, Trinity desires to perform such services for Client;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. CLIENT'S GRANT TO TRINITY

1.1 Client grants to Trinity, as an independent subcontractor, the exclusive right to operate inmate food services at the Galveston County Jail located at 5700 Ave H, Galveston, Texas (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates, staff, and other persons at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client (such food service hereinafter referred to as "Services").

1.2 This Agreement shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of this Agreement, the general and special provisions, the RFP, the Proposal package, any addenda issued, and any change orders issued during the work.

SECTION 2. TRINITY'S RESPONSIBILITIES

2.1 Pursuant to the provisions of this Agreement, Trinity will operate and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties and further set forth in Exhibit A, attached hereto. Such Services shall be in compliance with applicable state and federal standards relating to food services in jails and the requirements set forth in the RFP, the terms stated in Trinity's Proposal and the Food Services Agreement Performance Standards set forth in Exhibit B, all of which are incorporated herein by this reference.

2.2 Trinity agrees to pay all Federal, state, and local taxes which may be assessed against Trinity's equipment or merchandise while in the Premises, as well as all Federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. Trinity also agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's

cards required by law; (iv) meet all guidelines as prescribed by the American Correctional Association. All costs in connection with such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a Cost of Business and will be charged to the operation of the business.

2.3 Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the Client. All persons employed by Trinity will be the employees of Trinity, and not of the Client, and will be covered by employee dishonesty coverage. The Client may refuse access to any Trinity employee. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees, and hereby indemnifies Client from any liability for such obligation. Trinity agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

2.4 Trinity shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

2.5 All records shall be kept on file by Trinity for a period of three (3) years from the date the record is made and Trinity shall, upon reasonable notice, give the Client or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 12 herein.

2.6 Trinity agrees that Trinity's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents.

2.7 Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the Client as defined in Section 3.

2.8 In connection with Services provided hereunder, Trinity shall purchase inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client's Obligations.

2.9 Trinity shall manage all repairs and maintenance of kitchen equipment and food carts supplied by the Client. The inmate meal price shall include $0.03 per meal to cover the cost of the repairs and maintenance. At the end of each year of this Agreement, Trinity will report to the Client the amount expended by Trinity to repair and maintain the kitchen equipment and food cards. In the event that the amount collected by Trinity ($0.03 X number of inmate

meals paid by the Client) exceeds the amount expended by Trinity, the Client shall have the option of receiving a refund of the excess or accruing the excess to the next year budget for repairs and maintenance. In the event the amounts collected by Trinity are not sufficient to cover the entire cost of the repairs and maintenance, Trinity will bill the Client for the excess costs or the Client shall have the option to have the necessary repairs or maintenance accomplished by the Client's employees.

2.10 Trinity shall provide and install a biometric system to track Officer Dining Room meals. The system will identify the officers who receive meals in the Officer Dining Room by name, identification code and what meals the officers received during any requested date range. The Client shall be responsible to provide the required electrical service and internet connectivity. The system will operate independently and will not interface with any Client systems.

SECTION 3. CLIENT'S RESPONSIBILITIES

3.1 Client shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, include, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

3.2 Client shall, at its own cost and expense, provide all food equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Services hereunder. If equipment provided by Client becomes inoperative, hazardous, or inefficient to operate Trinity shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is inefficient, hazardous, or fails to operate Client shall, if applicable, pay the cost of all paper products used during such time period. Client shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Trinity are the sole property of the Client, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the Client.

3.2 The Client will be responsible, at no cost to Trinity, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by Client staff or inmate workers and supervised by Client staff and shall be performed on a schedule determined by agreement between the Client and Trinity.

3.3 Client shall not, during the term of this Agreement nor for one (1) year thereafter, solicit to hire, hire, or contract with any Trinity Employee, manager, director, or officer. Employee shall collectively mean employees of the party, its parent, and affiliated companies. In the event that Client breaches the terms of this provision, Client shall pay Trinity an amount equal to the annual salary of such Employee.

3.4 Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located in the Premises.

SECTION 4. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto incorporated herein and made a part hereof as if fully set forth in this Agreement.

SECTION 5. INDEMNIFICATION AND INSURANCE

5.1 Trinity agrees to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the Client, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from Trinity's negligent acts or omissions occurring during the performance of this Agreement, its use of Client facilities and/or equipment or from any other breach on the part of Trinity, its employees, agents or any person(s) in or about the Client's facilities with the expressed or implied consent of the Client. Trinity shall pay any judgment with cost which may be obtained against Client resulting from Trinity's negligent acts or omissions occurring during the performance of this Agreement. Trinity agrees to indemnify and hold the Client harmless from all claims of subcontractors, Vendors, and laborers incurred in the performance of this Agreement. Upon request by the Client, Trinity shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Trinity fails to do so, then the Client reserves the right to pay unpaid bills of which the Client has written notice direct and withhold from Trinity's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims. Notwithstanding the foregoing, Trinity shall not be required to indemnify Client for any claim or action brought by an employee of Trinity against Client.

5.2 Trinity acknowledges that as a governmental entity of the State of Texas Client is constitutionally prohibited from entering into indemnification agreements. Notwithstanding the foregoing, Trinity shall not be required to indemnify Client for any claim or action brought by an employee of Trinity against Client.

5.3 Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.

5.4 Trinity shall obtain and maintain insurance as stated in the RFP

5.5 Client, as a governmental entity of the State of Texas carries no property or third party liability insurance coverage. Lessee's limits of third party li2ability are set forth in what is commonly called the Texas Tort Claims Act.

5.6 Certificates of Insurance for such coverages shall be provided by Trinity, naming Client as an additional insured as respects such coverage prior to the commencement of Services hereunder.

SECTION 6. COMMENCEMENT AND TERMINATION

6.1 Unless sooner terminated as provided herein, the term of this Agreement shall be for three (3) years beginning on March 19 2014 and ending March 18 2017. The Client shall have the option to extend the term for two (2) additional one (1) year terms in the best interest of the Client.

6.2 The Client may terminate this Agreement, for any reason without penalty, by providing notice of said termination in writing to Trinity not less than thirty (30) days prior to the proposed termination date. Trinity may terminate this contract, with or without cause and without penalty, upon not less than one hundred twenty (120) days prior written notice to the Client. In the event Trinity elects to terminate this contract without cause, it will continue to provide services, if requested by the Client, beyond the termination date so long as the Client is pursuing, in good faith, a replacement contractor.

6.3 If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period.

6.4 Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Trinity, and where applicable, remove its property and equipment and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not, nor shall they be deemed to be, employees of Client and employees of Client are not, nor shall they be deemed to be, employees of Trinity.

SECTION 8. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

SECTION 9. ASSIGNMENT

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may, without prior approval and

without being released from any of their responsibilities hereunder, assign this Agreement to an affiliated company or wholly owned subsidiary.

SECTION 10. ENTIRE AGREEMENT AND WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Trinity's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Client. This Agreement supersedes all other agreements between the parties for the provision of Trinity's Services on the Premises.

SECTION 11. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by facsimile, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address or facsimile number stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following facsimile receipt; (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to Client:

Hon. Mark A. Henry, County Judge
722 Moody
Second (2nd) Floor
Galveston, Texas 77550
Fax (409) 765-2653

With a copy to:
Rufus Crowder, CPPO CPPB
County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7997

With a second copy to:
Henry Trochesset, Sheriff
Galveston County Sheriff's Office
601 54th Street, Suite 2100
Galveston, Texas 77551
Fax (409) 766-2297

With a third copy to:
Robert B. Boemer
Director County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 770-5560

If to Trinity:

Trinity Services Group, Inc.
Attn: Legal Department
477 Commerce Boulevard
Oldsmar, FL 34677-3018
Fax: 813-855-2330

With a copy to:
Stephen A. Hould, Esq.
920 Third Street, Suite D
Neptune Beach, FL 32266
Fax: 904-247-0295

SECTION 12. CONFIDENTIALITY

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which

includes, but is not limited to, menus, recipes, signage, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

SECTION 13. INFORMATION TECHNOLOGY SECURITY

In connection with the services being provided hereunder, Trinity may need to operate certain information technology systems not owned by the Client ("Non-Client Systems"), which may need to interface with or connect to Client's networks, internet access, or information technology systems ("Client Systems"). Trinity shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Trinity serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Trinity will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from Trinity, at its own expense, the changes to the Client Systems that Trinity reasonably requests and believes are necessary or prudent to ensure Trinity's compliance with the Data Protection Rules.

SECTION 14. SIGNATURES

Agreement to, and acceptance of, this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both parties hereto.

SECTION 15. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas and any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a

just and equitable solution satisfactory to both parties shall be filed in the state or federal courts sitting in Galveston County, Texas.

SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

SECTION 17. TITLE VI ASSURANCES

Trinity agrees that by entering into this agreement it will abide by the requirements in the attached Appendix A - Galveston County Title VI Assurance Clause Addendum.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

County of Galveston, Texas

By: _____

Name: Mark A. Henry, County Judge

Trinity Services I, LLC

By: _____

Printed Name: David M. Miller

Title: COO

ATTEST:

_____

Dwight Sullivan, County Clerk

By: Brandy Chapman Deputy

Brandy Chapman

Date: March 19, 2014

Date: March 18, 2014

Appendix A

Galveston County Title VI Assurance Clause Addendum

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

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

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

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

(2) **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

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

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

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b) cancellation, termination, or suspension of the contract, in whole or in part.

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

EXHIBIT A
FINANCIAL ARRANGEMENTS

I. PRICE PER MEAL

Galveston County has chosen Trinity's proposed menu with fortified beverage in lieu of milk with the option to purchase and be separately billed for milk on an as needed basis. The County has elected to use the proposed Trinity labor option – no inmate labor will be utilized.

These choices result in an inmate meal price of $0.89 per meal.

The County has selected the mid-range Staff Dining menu (the Pinellas County Menu). Meals will be offered in the Officer Dining Room twice a day rather than three times a day and the total cost per meal in the Officer Dining Room will be $2.68 per meal

To the extent Trinity's receipts are less than Trinity's costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom.

Prices shall be re-determined each July, to be effective the 1st day of October based upon the change in the Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, Food Away From Home Index, published by U.S. Department of Labor. Any increase in the established unit price shall not exceed 5% from year to year.

In addition, in the event of material unanticipated cost changes, whether in (i) federal, state or local sales, payroll based or other taxes, labor, employee benefits, merchandise, equipment; (ii) the minimum wage rate or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity having jurisdiction over the parties, it is agreed that Trinity Services shall have the right to request an adjustment of the per meal prices to reflect impact of the cost changes. If other material conditions change due to causes beyond Trinity Services' control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor, efforts to organize labor or changes in federal, state or local standards or regulations including any applicable Child Nutrition Program standards or other unforeseen conditions beyond Trinity Services' control, it is agreed that Trinity Services shall have the right to request an adjustment of the meal prices to reflect the impact of the change in circumstances.

II. PAYMENT TERMS

Trinity shall invoice Client each week, in arrears, for the total amount due from Client as the result of the number of meals served in the preceding week. Client shall pay the invoice amount in accordance with chapter 2251 of the Texas Government Code (the Texas Prompt Payment Act).

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client's credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction; or (b) terminate this Agreement without liability whatsoever to Trinity, by giving sixty (60) days prior written notice to Client.

All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the Client.

III. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Services at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or scope of its Services, Client and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

EXHIBIT B

FOOD SERVICES AGREEMENT PERFORMANCE STANDARDS

VENDOR RESPONSIBILITIES

Vendor shall be responsible for the following:

1. Provide all raw food products, prepared food products and consumable supply inventory such as napkins and trash liners deemed necessary to facilitate preparation of meals.
2. Maintain a high sanitation level, including daily cleaning and housekeeping in the food preparation, service, receiving and storage areas of the facility, as well as all equipment and carts used to transport any meals to the locations and serve food within the facility.
3. Assure that employees assigned to duty submit to periodic health examinations as frequently as required by law and submit satisfactory evidence of compliant health conforming to all health regulations in the form of a valid food handler's certificate. Copies of these certificates must be furnished on request for review by Galveston County Purchasing and the Chief of Corrections.
4. Furnish all meals on time to the user.
5. Assure that all necessary forms are filled out and submitted to the Chief of Corrections or their designee *prior to* submitting the Invoices for payment. Provide emergency food service in the event of employee strikes, tornadoes, power failures, hurricanes, transportation strikes, vendor vehicle breakdown or accident etc. Any emergency plan submitted by vendor and approved by the Galveston Sheriff's Office will provide for emergency food service for a minimum of three days.
6. Adhere to all other provisions outlined in this document. Failure to comply with these responsibilities may result in termination as provided in the RFP.
7. Assure employees preparing meals provide to inmate workers, deputies and other employees assigned to the kitchen direct instructions and guidance in appropriate meal portion serving sizes consistent with the approved menu.

NON-PERFORMANCE BY VENDOR

The contract may be terminated, by the County, as provided in the RFP, for any or all of the following:

1. Failure to meet and maintain minimum quality or performance standards set forth in the Food Services Agreement and/or any subsequent documents related to that contract.
2. Failure to consistently adhere to the dietary requirements set forth by the American Correctional Association, the Food and Nutrition Board of the National Academy of Science, The National Sheriff's Association and the Texas Commission on Jail Standards and a recognized dietician.
3. Failure to cure any deficiencies found as a result of tests, inspections, or other analyses or performance of product and/or services.
4. Failure to provide all necessary documentation as may be required by the Chief of Corrections or their designee.
5. Failure to meet and maintain the minimum calorie/day requirement for the facility.

6. Failure to provide the necessary and appropriate level of service may be cause for termination of the contract as stated in the RFP and/or rejection of future bids. Service to Galveston County shall be on a full service basis NOT contingent upon service to any other entity or facility under any circumstances.

REQUIREMENTS

Vendor shall adhere to all previous nutrition guidelines mentioned. Galveston County reserves the right to, and vendor should anticipate the County to review and approve both regular and special menus to assure that it meets or exceeds the applicable dietary standards for adult residents' nutritional and caloric content. Vendor may, from time to time, need to make menu substitutions/revisions mandated by market conditions. All menu revisions shall be subject to review by the County Purchasing Agent, the Chief of Corrections, or their designee for compliance with the various criteria of the above. If any menu is unacceptable, the County reserves the right to reject the substitute as non-compliant. If a simple revision of these menus is necessary, the County will require such revisions be made in order to assure that all criteria are met. These revisions must be made within the per meal bid price. No price increase will be entertained in order to bring any menu into compliance. The following are directives with regard to foods being used to satisfy requirements of this contract:

1. All products ordered by vendor are subject to inspection by the Sheriff's Office kitchen supervisor, the Chief of Corrections or their designee.
2. Foods that have an expired shelf life may NOT be provided for consumption by the residents or employees. The shelf life shall be determined by the date stamped on the product by the producer.
3. Foods from opened or leaking containers (liquid) or packages with broken seals may NOT be served or mixed with other foods.
4. Foods that display signs of mold, spoilage, decomposition or putrefaction may NOT be served or mixed with other foods.
5. All prepared meals shall be thoroughly cooked. Vendor is required to maintain temperatures equal to or exceeding County Health Department specifications of heated items, and shall maintain a temperature equal to or less than County Health Department specifications for chilled items. Vendor may be subject to legal action in the event improperly prepared foods are served and subsequently cause illness, infection or other physical harm to someone who has ingested the food.
6. Foods must be as fresh as is reasonably possible including produce items, breads and dairy products or dairy substitutes.
7. A purchase order or similar order form shall be provided upon request indicating the products ordered meet minimum agricultural specifications. If product fails to meet these standards as indicated in this section, the County may require replacement of product prior to the meal being served.

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FOOD SERVICES AGREEMENT

THIS AGREEMENT made this 19 day of March 2014 by and between The County of Galveston, Texas, with principal offices located at 722 Moody, Galveston, Texas 77550 ("Client" or "County"), and Trinity Services I, LLC, doing business in Texas as Florida Trinity Services I, LLC, a Florida limited liability company with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity" or Vendor).

WITNESSETH:

WHEREAS, Client has issued a Request for Proposal for Inmate Food Services for the Galveston County Jail, RFP # B1322013, ("RFP") and Trinity submitted its proposal to provide the necessary food services ("Proposal"); and

WHEREAS, Client desires to avail itself of Trinity's services; and

WHEREAS, Trinity desires to perform such services for Client;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. CLIENT'S GRANT TO TRINITY

1.1 Client grants to Trinity, as an independent subcontractor, the exclusive right to operate inmate food services at the Galveston County Jail located at 5700 Ave H, Galveston, Texas (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to inmates, staff, and other persons at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client (such food service hereinafter referred to as "Services").

1.2 This Agreement shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of this Agreement, the general and special provisions, the RFP, the Proposal package, any addenda issued, and any change orders issued during the work.

SECTION 2. TRINITY'S RESPONSIBILITIES

2.1 Pursuant to the provisions of this Agreement, Trinity will operate and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties and further set forth in Exhibit A, attached hereto. Such Services shall be in compliance with applicable state and federal standards relating to food services in jails and the requirements set forth in the RFP, the terms stated in Trinity's Proposal and the Food Services Agreement Performance Standards set forth in Exhibit B, all of which are incorporated herein by this reference.

2.2 Trinity agrees to pay all Federal, state, and local taxes which may be assessed against Trinity's equipment or merchandise while in the Premises, as well as all Federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. Trinity also agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's

cards required by law; (iv) meet all guidelines as prescribed by the American Correctional Association. All costs in connection with such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a Cost of Business and will be charged to the operation of the business.

2.3 Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper city, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the Client. All persons employed by Trinity will be the employees of Trinity, and not of the Client, and will be covered by employee dishonesty coverage. The Client may refuse access to any Trinity employee. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees, and hereby indemnifies Client from any liability for such obligation. Trinity agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

2.4 Trinity shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

2.5 All records shall be kept on file by Trinity for a period of three (3) years from the date the record is made and Trinity shall, upon reasonable notice, give the Client or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 12 herein.

2.6 Trinity agrees that Trinity's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents.

2.7 Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions but not due to the acts or omissions of inmates. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the Client as defined in Section 3.

2.8 In connection with Services provided hereunder, Trinity shall purchase inventory, equipment, and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Trinity. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client's Obligations.

2.9 Trinity shall manage all repairs and maintenance of kitchen equipment and food carts supplied by the Client. The inmate meal price shall include $0.03 per meal to cover the cost of the repairs and maintenance. At the end of each year of this Agreement, Trinity will report to the Client the amount expended by Trinity to repair and maintain the kitchen equipment and food cards. In the event that the amount collected by Trinity ($0.03 X number of inmate

meals paid by the Client) exceeds the amount expended by Trinity, the Client shall have the option of receiving a refund of the excess or accruing the excess to the next year budget for repairs and maintenance. In the event the amounts collected by Trinity are not sufficient to cover the entire cost of the repairs and maintenance, Trinity will bill the Client for the excess costs or the Client shall have the option to have the necessary repairs or maintenance accomplished by the Client's employees.

2.10 Trinity shall provide and install a biometric system to track Officer Dining Room meals. The system will identify the officers who receive meals in the Officer Dining Room by name, identification code and what meals the officers received during any requested date range. The Client shall be responsible to provide the required electrical service and internet connectivity. The system will operate independently and will not interface with any Client systems.

SECTION 3. CLIENT'S RESPONSIBILITIES

3.1 Client shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, include, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

3.2 Client shall, at its own cost and expense, provide all food equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Services hereunder. If equipment provided by Client becomes inoperative, hazardous, or inefficient to operate Trinity shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is inefficient, hazardous, or fails to operate Client shall, if applicable, pay the cost of all paper products used during such time period. Client shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Trinity are the sole property of the Client, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the Client.

3.2 The Client will be responsible, at no cost to Trinity, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by Client staff or inmate workers and supervised by Client staff and shall be performed on a schedule determined by agreement between the Client and Trinity.

3.3 Client shall not, during the term of this Agreement nor for one (1) year thereafter, solicit to hire, hire, or contract with any Trinity Employee, manager, director, or officer. Employee shall collectively mean employees of the party, its parent, and affiliated companies. In the event that Client breaches the terms of this provision, Client shall pay Trinity an amount equal to the annual salary of such Employee.

3.4 Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located in the Premises.

SECTION 4. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto incorporated herein and made a part hereof as if fully set forth in this Agreement.

SECTION 5. INDEMNIFICATION AND INSURANCE

5.1 Trinity agrees to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the Client, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from Trinity's negligent acts or omissions occurring during the performance of this Agreement, its use of Client facilities and/or equipment or from any other breach on the part of Trinity, its employees, agents or any person(s) in or about the Client's facilities with the expressed or implied consent of the Client. Trinity shall pay any judgment with cost which may be obtained against Client resulting from Trinity's negligent acts or omissions occurring during the performance of this Agreement. Trinity agrees to indemnify and hold the Client harmless from all claims of subcontractors, Vendors, and laborers incurred in the performance of this Agreement. Upon request by the Client, Trinity shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Trinity fails to do so, then the Client reserves the right to pay unpaid bills of which the Client has written notice direct and withhold from Trinity's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims. Notwithstanding the foregoing, Trinity shall not be required to indemnify Client for any claim or action brought by an employee of Trinity against Client.

5.2 Trinity acknowledges that as a governmental entity of the State of Texas Client is constitutionally prohibited from entering into indemnification agreements. Notwithstanding the foregoing, Trinity shall not be required to indemnify Client for any claim or action brought by an employee of Trinity against Client.

5.3 Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.

5.4 Trinity shall obtain and maintain insurance as stated in the RFP

5.5 Client, as a governmental entity of the State of Texas carries no property or third party liability insurance coverage. Lessee's limits of third party li2ability are set forth in what is commonly called the Texas Tort Claims Act.

5.6 Certificates of Insurance for such coverages shall be provided by Trinity, naming Client as an additional insured as respects such coverage prior to the commencement of Services hereunder.

SECTION 6. COMMENCEMENT AND TERMINATION

6.1 Unless sooner terminated as provided herein, the term of this Agreement shall be for three (3) years beginning on March 19 2014 and ending March 18 2017. The Client shall have the option to extend the term for two (2) additional one (1) year terms in the best interest of the Client.

6.2 The Client may terminate this Agreement, for any reason without penalty, by providing notice of said termination in writing to Trinity not less than thirty (30) days prior to the proposed termination date. Trinity may terminate this contract, with or without cause and without penalty, upon not less than one hundred twenty (120) days prior written notice to the Client. In the event Trinity elects to terminate this contract without cause, it will continue to provide services, if requested by the Client, beyond the termination date so long as the Client is pursuing, in good faith, a replacement contractor.

6.3 If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period.

6.4 Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Trinity, and where applicable, remove its property and equipment and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not, nor shall they be deemed to be, employees of Client and employees of Client are not, nor shall they be deemed to be, employees of Trinity.

SECTION 8. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

SECTION 9. ASSIGNMENT

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may, without prior approval and

without being released from any of their responsibilities hereunder, assign this Agreement to an affiliated company or wholly owned subsidiary.

SECTION 10. ENTIRE AGREEMENT AND WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Trinity's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Client. This Agreement supersedes all other agreements between the parties for the provision of Trinity's Services on the Premises.

SECTION 11. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by facsimile, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address or facsimile number stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following facsimile receipt; (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to Client:

Hon. Mark A. Henry, County Judge
722 Moody
Second (2nd) Floor
Galveston, Texas 77550
Fax (409) 765-2653

With a copy to:
Rufus Crowder, CPPO CPPB
County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7997

With a second copy to:
Henry Trochesset, Sheriff
Galveston County Sheriff's Office
601 54th Street, Suite 2100
Galveston, Texas 77551
Fax (409) 766-2297

With a third copy to:
Robert B. Boemer
Director County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 770-5560

If to Trinity:

Trinity Services Group, Inc.
Attn: Legal Department
477 Commerce Boulevard
Oldsmar, FL 34677-3018
Fax: 813-855-2330

With a copy to:
Stephen A. Hould, Esq.
920 Third Street, Suite D
Neptune Beach, FL 32266
Fax: 904-247-0295

SECTION 12. CONFIDENTIALITY

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which

includes, but is not limited to, menus, recipes, signage, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

SECTION 13. INFORMATION TECHNOLOGY SECURITY

In connection with the services being provided hereunder, Trinity may need to operate certain information technology systems not owned by the Client ("Non-Client Systems"), which may need to interface with or connect to Client's networks, internet access, or information technology systems ("Client Systems"). Trinity shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Trinity serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Trinity will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from Trinity, at its own expense, the changes to the Client Systems that Trinity reasonably requests and believes are necessary or prudent to ensure Trinity's compliance with the Data Protection Rules.

SECTION 14. SIGNATURES

Agreement to, and acceptance of, this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both parties hereto.

SECTION 15. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas and any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a

just and equitable solution satisfactory to both parties shall be filed in the state or federal courts sitting in Galveston County, Texas.

SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

SECTION 17. TITLE VI ASSURANCES

Trinity agrees that by entering into this agreement it will abide by the requirements in the attached Appendix A - Galveston County Title VI Assurance Clause Addendum.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

County of Galveston, Texas

By: _____

Name: Mark A. Henry, County Judge

Trinity Services I, LLC

By: _____

Printed Name: David M. Miller

Title: COO

ATTEST:

_____

Dwight Sullivan, County Clerk

By: Brandy Chapman Deputy

Brandy Chapman

Date: March 19, 2014

Date: March 18, 2014

Appendix A

Galveston County Title VI Assurance Clause Addendum

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

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

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

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

(2) **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

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

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

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b) cancellation, termination, or suspension of the contract, in whole or in part.

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

EXHIBIT A
FINANCIAL ARRANGEMENTS

I. PRICE PER MEAL

Galveston County has chosen Trinity's proposed menu with fortified beverage in lieu of milk with the option to purchase and be separately billed for milk on an as needed basis. The County has elected to use the proposed Trinity labor option – no inmate labor will be utilized.

These choices result in an inmate meal price of $0.89 per meal.

The County has selected the mid-range Staff Dining menu (the Pinellas County Menu). Meals will be offered in the Officer Dining Room twice a day rather than three times a day and the total cost per meal in the Officer Dining Room will be $2.68 per meal

To the extent Trinity's receipts are less than Trinity's costs and expenses for providing such meals, Trinity shall bear all losses. To the extent Trinity's receipts exceed its costs and expenses, Trinity shall be entitled to all profits therefrom.

Prices shall be re-determined each July, to be effective the 1st day of October based upon the change in the Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, Food Away From Home Index, published by U.S. Department of Labor. Any increase in the established unit price shall not exceed 5% from year to year.

In addition, in the event of material unanticipated cost changes, whether in (i) federal, state or local sales, payroll based or other taxes, labor, employee benefits, merchandise, equipment; (ii) the minimum wage rate or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity having jurisdiction over the parties, it is agreed that Trinity Services shall have the right to request an adjustment of the per meal prices to reflect impact of the cost changes. If other material conditions change due to causes beyond Trinity Services' control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in inmate population or the availability of inmate labor, efforts to organize labor or changes in federal, state or local standards or regulations including any applicable Child Nutrition Program standards or other unforeseen conditions beyond Trinity Services' control, it is agreed that Trinity Services shall have the right to request an adjustment of the meal prices to reflect the impact of the change in circumstances.

II. PAYMENT TERMS

Trinity shall invoice Client each week, in arrears, for the total amount due from Client as the result of the number of meals served in the preceding week. Client shall pay the invoice amount in accordance with chapter 2251 of the Texas Government Code (the Texas Prompt Payment Act).

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client's credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction; or (b) terminate this Agreement without liability whatsoever to Trinity, by giving sixty (60) days prior written notice to Client.

All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the Client.

III. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Services at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or scope of its Services, Client and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

EXHIBIT B

FOOD SERVICES AGREEMENT PERFORMANCE STANDARDS

VENDOR RESPONSIBILITIES

Vendor shall be responsible for the following:

1. Provide all raw food products, prepared food products and consumable supply inventory such as napkins and trash liners deemed necessary to facilitate preparation of meals.
2. Maintain a high sanitation level, including daily cleaning and housekeeping in the food preparation, service, receiving and storage areas of the facility, as well as all equipment and carts used to transport any meals to the locations and serve food within the facility.
3. Assure that employees assigned to duty submit to periodic health examinations as frequently as required by law and submit satisfactory evidence of compliant health conforming to all health regulations in the form of a valid food handler's certificate. Copies of these certificates must be furnished on request for review by Galveston County Purchasing and the Chief of Corrections.
4. Furnish all meals on time to the user.
5. Assure that all necessary forms are filled out and submitted to the Chief of Corrections or their designee *prior to* submitting the Invoices for payment. Provide emergency food service in the event of employee strikes, tornadoes, power failures, hurricanes, transportation strikes, vendor vehicle breakdown or accident etc. Any emergency plan submitted by vendor and approved by the Galveston Sheriff's Office will provide for emergency food service for a minimum of three days.
6. Adhere to all other provisions outlined in this document. Failure to comply with these responsibilities may result in termination as provided in the RFP.
7. Assure employees preparing meals provide to inmate workers, deputies and other employees assigned to the kitchen direct instructions and guidance in appropriate meal portion serving sizes consistent with the approved menu.

NON-PERFORMANCE BY VENDOR

The contract may be terminated, by the County, as provided in the RFP, for any or all of the following:

1. Failure to meet and maintain minimum quality or performance standards set forth in the Food Services Agreement and/or any subsequent documents related to that contract.
2. Failure to consistently adhere to the dietary requirements set forth by the American Correctional Association, the Food and Nutrition Board of the National Academy of Science, The National Sheriff's Association and the Texas Commission on Jail Standards and a recognized dietician.
3. Failure to cure any deficiencies found as a result of tests, inspections, or other analyses or performance of product and/or services.
4. Failure to provide all necessary documentation as may be required by the Chief of Corrections or their designee.
5. Failure to meet and maintain the minimum calorie/day requirement for the facility.

6. Failure to provide the necessary and appropriate level of service may be cause for termination of the contract as stated in the RFP and/or rejection of future bids. Service to Galveston County shall be on a full service basis NOT contingent upon service to any other entity or facility under any circumstances.

REQUIREMENTS

Vendor shall adhere to all previous nutrition guidelines mentioned. Galveston County reserves the right to, and vendor should anticipate the County to review and approve both regular and special menus to assure that it meets or exceeds the applicable dietary standards for adult residents' nutritional and caloric content. Vendor may, from time to time, need to make menu substitutions/revisions mandated by market conditions. All menu revisions shall be subject to review by the County Purchasing Agent, the Chief of Corrections, or their designee for compliance with the various criteria of the above. If any menu is unacceptable, the County reserves the right to reject the substitute as non-compliant. If a simple revision of these menus is necessary, the County will require such revisions be made in order to assure that all criteria are met. These revisions must be made within the per meal bid price. No price increase will be entertained in order to bring any menu into compliance. The following are directives with regard to foods being used to satisfy requirements of this contract:

1. All products ordered by vendor are subject to inspection by the Sheriff's Office kitchen supervisor, the Chief of Corrections or their designee.
2. Foods that have an expired shelf life may NOT be provided for consumption by the residents or employees. The shelf life shall be determined by the date stamped on the product by the producer.
3. Foods from opened or leaking containers (liquid) or packages with broken seals may NOT be served or mixed with other foods.
4. Foods that display signs of mold, spoilage, decomposition or putrefaction may NOT be served or mixed with other foods.
5. All prepared meals shall be thoroughly cooked. Vendor is required to maintain temperatures equal to or exceeding County Health Department specifications of heated items, and shall maintain a temperature equal to or less than County Health Department specifications for chilled items. Vendor may be subject to legal action in the event improperly prepared foods are served and subsequently cause illness, infection or other physical harm to someone who has ingested the food.
6. Foods must be as fresh as is reasonably possible including produce items, breads and dairy products or dairy substitutes.
7. A purchase order or similar order form shall be provided upon request indicating the products ordered meet minimum agricultural specifications. If product fails to meet these standards as indicated in this section, the County may require replacement of product prior to the meal being served.

AGENDA ITEM #27.

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

August 24, 2016

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

Re: Galveston County Purchasing Agent's FY2017 Budget

Gentlemen,

On August 9, 2016, the Purchasing Board met and approved the Galveston County Purchasing Agent's FY2017 budget.

Please find attached the supporting documentation from the meeting.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachments

THE STATE OF TEXAS
COUNTY OF GALVESTON

Pursuant to L.G.C. 262.011 at a meeting called August 9, 2016 for the purpose of reviewing and approving the budget of the Purchasing Agent of Galveston County for the fiscal year beginning October 1, 2016, and ending September 30, 2017, the following action was approved:

That the fiscal year 2017 budget for the Galveston County Purchasing Agent including salaries, supplies, services, etc. is set at $617,203

Rufus G. Crowder, CPPO CPPB
Galveston County Purchasing Agent

Approved this the 9th day of August, 2016.

Honorable Judge John Ellisor, 122nd Judicial District Court

Honorable Judge Lonnie Cox, 56th Judicial District Court

Honorable Judge Kerry L. Neves, 10th Judicial District Court

Honorable Judge Mark Henry, County Judge

Honorable Commissioner Stephen D. Holmes, Precinct 3

THE STATE OF TEXAS
COUNTY OF GALVESTON

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Rufus G. Crowder, CPPO CPPB
Galveston County Purchasing Agent

Approved this the 9th day of August, 2016.

Honorable Judge John Ellisor, 122nd Judicial District Court

Honorable Judge Lonnie Cox, 56th Judicial District Court

Honorable Judge Kerry L. Neves, 10th Judicial District Court

Honorable Judge Mark Henry, County Judge

Honorable Commissioner Stephen D. Holmes, Precinct 3

Galveston County, Texas

Department Budget History and Budget (Expenditures) with FY-T-D Actuals

1101 Fund: General Fund
1518 Department: Purchasing Department
151800 Division: Purchasing

Current Fiscal Year is 89.6 % Complete

2014 Actual Expenditure	2015 Actual Expenditure	2016 Approved Budget	2016 Amended Budget	2016 FY-T-D Expenditure	2016 Expenditure Percent	Object	Description	2017 Base Budget	2017 Requested Budget	2017 Recommended Budget
						51	**Personnel & Benefits**			
403,672	410,881	427,700	427,700	368,365	86 %	5100000	Salaries	423,881	437,685	437,685
45,211	46,425	49,600	49,600	43,056	87 %	5151000	Cnty Hlth Insur	49,755	49,755	50,685
5,883	5,992	6,700	6,700	5,376	80 %	5152102	Medicare FICA	6,149	6,349	6,349
44,659	46,224	48,200	48,200	41,336	86 %	5153000	Pension - TCDRS	47,691	50,162	50,162
35,342	36,013	37,600	37,600	32,287	86 %	5154000	Alternate Plan	37,159	38,368	38,368
0	0	0	0	0	****	5155000	UnemplCompens	1,912	1,973	1,973
534,770	545,537	569,800	569,800	490,422	86 %		**Subtotals:**	566,547	584,292	585,222
						53	**Supplies**			
4,408	4,412	4,000	4,000	2,597	65 %	5310000	Admin Supplies	4,000	4,000	4,000
910	2,091	0	0	0	****	5310001	ExtraordinarySpl	0	1,386	1,386
5,318	6,503	4,000	4,000	2,597	65 %		**Subtotals:**	4,000	5,386	5,386
						54	**Other Services and Charges**			
0	0	0	0	0	****	5493100	Marketing and Ad	0	18,000	18,000
12,256	7,545	18,000	18,000	3,424	19 %	5493101	Legal Advert	18,000	0	0
3,496	8,103	7,000	7,000	7,014	100 %	5496100	Travel and Confe	7,000	7,000	7,000
0	0	500	500	0	0 %	5496301	Business Mileage	500	500	500
1,295	2,415	1,095	1,095	1,280	117 %	5498000	Memb&Dues	1,095	1,095	1,095
17,048	18,063	26,595	26,595	11,718	44 %		**Subtotals:**	26,595	26,595	26,595
						56	**Other Expenses**			
0	0	0	0	0	****		**Subtotals:**	0	0	0
557,136	570,104	600,395	600,395	504,738.25	84 %		**Fund Cost Center Totals:**	597,142	616,273	617,203
557,136	**570,104**	**600,395**	**600,395**	**504,738**	84 %		**General Fund Totals:**	**597,142**	**616,273**	**617,203**

Galveston County, Texas

Department Budget History and Budget (Expenditures) with FY-T-D Actuals

1101 Fund: General Fund
1518 Department: Purchasing Department
151800 Division: Purchasing

Current Fiscal Year is 89.6 % Complete

2014 Actual Expenditure	2015 Actual Expenditure	2016 Approved Budget	2016 Amended Budget	2016 FY-T-D Expenditure	2016 Expenditure Percent	Object	Description	2017 Base Budget	2017 Requested Budget	2017 Recommended Budget
557,136	570,104	600,395	600,395	504,738	84 %		GRAND TOTAL:	597,142	616,273	617,203

AGENDA ITEM #28.

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

August 24, 2016

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

Re: Consideration of Sole Source Exemption – SAFE Boats International, LLC

Gentlemen,

It is requested that the Commissioners' Court grant an exemption as referenced in Local Government Code section 262.024, Discretionary Exemptions, item (a), sub-item (7) an item that can be obtained from only one source including, section (A), items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, to purchase the following marine craft for the Sheriff's Office Marine Division.

(1) Safe Boat 31' 4", Foam Stabilized Watercraft - $404,221.51

FY2015 – Port Security Grant Award:
Adjusted Grant Award $303,166.13
Adjusted County Match $101,055.37 *(Sheriff's Boats Sold - $99,255.37 + Seizure Funds $1,800)*

In addition, SAFE Boats International, LLC is offering this craft under federal government GSA Contract #GS-07F-0038H, a Schedule 84 solicited contract (for law enforcement use).

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

COUNTY OF GALVESTON
Professional Services Department

DAVID M. DELAC, CHIEF FINANCIAL OFFICER

CDBG Housing Department
CDBG Non-Housing
Child Welfare
Fleet
Grants/FEMA

Budget
Financial Assistance
Guardianship Program
Indigent Burials
Indigent Health Care

MEMORANDUM

To: **Galveston County Commissioners' Court**

From: **Betsy Thomas, Grants Manager**

Court Date: **July 5, 2016**

RE: **Sheriff's Department**
FY 2015 Port Security Grant Award – Grant Adjustment

BACKGROUND

The US Department of Homeland Security/Federal Emergency Management Agency sponsors a Port Security Grant Program that plays an important role in the implementation of the National Preparedness System by supporting jurisdictions with the core capabilities of security and resiliency. This year the Port Security Grant Program had $100 million available for awarded projects.

With approval from the Court, the County applied for a grant for the eligible activity of purchasing a security boat for the Galveston County Sheriff's Department Marine Division. The grant was approved on for the full request and accepted by Commissioners Court at the September 21, 2015 meeting.

SUMMARY

Over the past few months the Sheriff's Office (SO) has disposed of surplus marine assests to attain the required 25% cash match for the Port Security Grant. During the past few months a few changes have occurred in the project; therefore, the SO obtained an updated quote from SAFE Boat to reflect those adjustments as well as current pricing. Staff would like submit those to the Court for review.

722 Moody, 3rd Floor • Galveston, TX 77550 • 409-770-5398 or 409-770-5543 • Fax 409-765-3242

FINANCIAL SUMMARY

ORIGINAL		ADJUSTED	
Original Grant Award	$340,634.53	Adjusted Award	$303,166.13
County Match	$113,544.85	Adjusted Match	$101,055.37
Original Project Total	$454,179.38	Adjusted Project	$404,221.51

RECOMMENDATIONS

The Grants Manager asks the Court to consider approval to request grant adjustments to reflect these changes in the FY 2015 Port Security Grant Award and approve the County Judge's signature on any required grant adjustment documents.

ATTACHEMENTS

None

Adjustments

Grant Staff submitted these possible changes to the Port Security Grant Program Staff for review and comment regarding eligibility and the changes were found to be acceptable.

The most significant change would be to request permission to obtain the required Chemical, Biological, Explosive, Radiological, Nuclear (CBRNE) Packeye pack ($58,717.65) through the *Securing the Cities: Houston Project* funded through a Department of Homeland Security grant instead of buying it from SAFE Boat to allow for 1) a reduction in overall price thus reducing the required match, 2) increase in continuity of security for the region, and 3) increase in warranty as Houston Police Department expects to be able to replace damaged CBRNE equipment through their grant from the Department of Homeland Security.

The second change would allow the County to utilize now unencumbered grant funds on necessary travel expenses for Sheriff Marine Division deputies to the SAFE Boat Training facility. The cost of the two-day class for up to 10 people was already written into the grant application. This change would allow the County to pay for airfare and hotel expenses to and from Bremerton, Washington. This 2-Day Familiarization Training course will provide the deputies with the basic understanding of the SAFE Boat, its highly technical systems and operational characteristics.

Lastly, the original quote from SAFE Boat included a $13,000 contingency budget line to account for inflation from the time of the quote in May of 2015 for the grant application to the actual purchase quote. The purchase quote does show about a 5% increase on most line items over the past 14 months.

Today, Grant Staff is **asking for you to review and consider grant adjustments to:**

- Procure the CBERN (Chemical, Biological, Explosive, Radiological, Nuclear) Pack through the Houston PD instead of buying it ourselves from SAFE Boat or directly from the manufacturer.
- Utilize some of the grant funds to pay for specialized training travel expenses (airfare and hotel) for six (6) SO deputies to attend the SAFE Boat Training in Bremerton, Washington.
- **Reduce** the total grant project by about $49,957.87;
- **Reduce** the grant award by $37,468.40;
- **Reduce** the mandatory cash match by $12,489.48.

6-19-16
Revised

QUOTE

SAFE Boats International
8800 SW Barney White Rd
Bremerton, WA 98312
t: (360) 674-7161 f: (360) 674-7149

GSA Contract GS-07F-0038H

Number	AAAQ2282
Date	Jun 1, 2016
Expiration Date	Jun 30, 2016
Salesperson	Matt Gordy

Sold To

Galveston Sheriff's Office
Louis Trochesset
601 54th Street

Galveston, Texas 77551
USA
Phone (409) 770-6084
Fax

Ship To

Galveston Sheriff's Office
Louis Trochesset
601 54th Street

Galveston, Texas 77551
USA
Phone (409) 770-6084
Fax

Line	GSA	Code	Description	Qty	Price	Ext. Price
1	260-01	431-14	**SAFE 29 FULL CABIN** SAFE 29 FULL CABIN SPECIFICATIONS -LENGTH OVERALL (LOA) (NO ENGINES): 31'-4" -LENGTH OVERALL (METERS): 9.6M -BEAM OVERALL (BOA): 10' -BEAM OVERALL (METERS): 3.1M -DEADRISE AT TRANSOM: 25 DEG -DRAFT (ENGINE TRIMMED UP): 22.5" -MAX HP: 600 -FUEL CAP. (GAL): 250 -MAX NUMBER OF PERSONS: 24 -SEATED POSITIONS: 10 -DRY WEIGHT: VESSEL, NO ENGINES, NO FUEL, NO OPTIONS, NO LIQUIDS, NO PEOPLE, NO CARGO, (APPROXIMATE): 9,129 LBS HULL & DECK -5/16" - 5086 BOTTOM PLATE WITH SAFE BOATS EXCLUSIVE STRINGER SYSTEM WITH ANGLED TRANSVERSE FRAMING -PRESSURE TESTED AIR TIGHT HULL -REINFORCED KEEL BEACHING PLATE -STEPPED TRANSOM WITH SPEED SHOE IN BOTTOM PLATE -PERFORMANCE WINGS BELOW COLLARS FOR INCREASED LIFT AND STABILIZATION WHILE MANEUVERING -FULLY WELDED PERFORMANCE LIFTING STRAKES -SELF BAILING DECKS WITH HIGH VOLUME SCUPPER DRAINS -FORWARD COCKPIT WITH SELF DRAINING DECKS -BOW STORAGE/ANCHOR LOCKER WITH AFT FACING DOOR -DUAL AFT RIGGING LOCKER SYSTEM WITH TOPSIDE ACCESS -TRANSOM INSPECTION HATCH -SACRIFICIAL HULL ANODE(S) SUPER STRUCTURE -CABIN WITH AFT, PORT AND STARBOARD WEATHER TIGHT DOORS -CUDDY WITH BENCH SEATING -WEATHER TIGHT CUDDY ACCESS HATCH -SLIDING SIDE AFT WINDOWS -OVERHEAD SPOTTER WINDOWS (TINTED) -SAFETY GLASS USED IN ALL WINDOWS -OVERHEAD CUDDY CEILING HATCH -SWING DOWN RADAR POD -SAFETY HAND/GRAB RAIL SYSTEM WITH BLACK RUBBERIZED RAIL WRAP CONSOLE & DASH	1	$201,579.08	$201,579.08

PRICE INCREASED OVER PAST 13 MONTHS FROM $191,953.00 ON 5-5-2015

Line	GSA	Code	Description	Qty	Price	Ext. Price
			-STARBOARD SIDE HELM -OHIP - OVER HEAD INSTRUMENT PANEL SEATING, SEAT STORAGE & UPHOLSTERY -POSITIONS 1 AND 2 - BENTLEY SHOCK MITIGATING SEATS WITH SEAT BELTS, FORE/AFT AND HEIGHT ADJUSTMENTS -PORT AND STARBOARD AFT JUMP SEAT/STORAGE BOXES WITH UPHOLSTERED CUSHIONS -PORT AND STARBOARD CUDDY BENCHES WITH UPHOLSTERED CUSHIONS COLLAR SYSTEM -PATENTED 100% FOAM SAFE XDR-1 EXTREME DUTY REINFORCED COLLAR SYSTEM WITH BLACK RUBSTRAKE -AVAILABLE COLLAR COLORS INCLUDE: BLACK, BLUE, GRAY, ORANGE, GREEN, RED COATINGS, COVERINGS & LETTERING -BLACK NON-SKID DECKS AND GUNNELS -BLACK RUBBERIZED DASH SKID -MARINE GRADE CARPET AND INSULATION -UPHOLSTERED HEADLINER -BLACK MESH SNAP COVERS ON INTERIOR STORAGE BOX OPENINGS -RUBBERIZED DECK MATTING ON INTERIOR WALKING SURFACES TOWING, LIFTING & ATTACHMENT POINTS -SIX (6) 10" CAST ALUMINUM WELD ON CLEATS -CUSTOM FABRICATED WELD ON PICK EYES WITH SS INSERTS -WELD ON BOW EYE WITH TRIPLE SS INSERTS -WELD ON TRANSOM TIE DOWNS -FORE AND AFT TOW POSTS WITH SINGLE SS CROSS PIN -MOTOR GUARD/TOW LINE GUIDE ELECTRICAL SYSTEM & POWER GENERATION -HOUSE BATTERY SYSTEM 12VDC - ONE (1) MARINE GRADE BATTERY WITH SWITCH -BLUE SEA 360 MARINE GRADE BREAKER SYSTEM -BACKLIT SWITCH PANEL WITH MARINE GRADE SWITCHES -FIVE (5) 12VDC POWER RECEPTACLES - ONE (1) ON GAUGE POD, TWO (2) ON DASH AND TWO (2) ON ARCH -SELF-PARKING INTERMITTENT WINDSHIELD WIPER SYSTEM WITH WASHER LIGHTING -LED NAVIGATION LIGHTS (RUNNING AND ANCHOR) -INDEPENDENTLY CONTROLLED INTERIOR/EXTERIOR DIMMABLE LED WALKWAY LIGHTS -THREE (3) RED/WHITE DOME LIGHTS - TWO (2) IN CABIN, ONE (1) IN CUDDY -FOUR (4) FLOOD LIGHTS - ONE (1) PORT, ONE (1) STARBOARD AND TWO (2) AFT DECK -ONE (1) 12VDC RECHARGEABLE FLASHLIGHT ELECTRONICS, NAVIGATION & COMMUNICATION -MAGNETIC COMPASS W/ DIMMABLE BACK-LIGHTING -NAVIGATION HORN CREW COMFORT -TWO (2) VENTILATION FANS SAFETY, RESCUE & DIVING EQUIPMENT -THREE (3) FIRE EXTINGUISHERS -LIFE RING MOUNT -CABIN DEWATERING PUMP, 1100GPH -CO DETECTOR(S) MOUNTED IN CABIN -TELESCOPING SWIM LADDER MOUNTED ON OUTBOARD BRACKET FUEL SYSTEM -250 - GALLON FUEL TANK WITH A FORMED BOTTOM (1/4" - 5086)			
2	OPEN MARKET	CCBL	**COLLAR COLOR BLUE** COLLAR COLOR BLUE	1	$0.00	$0.00
3	260-01	BC2	**BOW COVER 1 PIECE, 10 WIDE.** SEVERE DUTY PADDED BOW COVER FOR 10' WIDE HULLS, 27' THROUGH 38'. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	$1,442.90	$1,442.90

INCREASED FROM $1,374.00

06/04/16 11:43:57

Line	GSA	Code	Description	Qty	Price	Ext. Price
4	OPEN MARKET	CID-1	**COLLAR IDENTIFICATION - MIDSHIPS.** COLLAR IDENTIFICATION - MIDSHIPS. INSTALL AGENCY NAME IN ADHESIVE VINYL LETTERING TO COLLAR MIDSHIPS, PORT AND STARBOARD. LETTERING INCLUDES 6" BLOCK LETTERS IN SINGLE SOLID COLOR. CUSTOM COLORS AND REFLECTIVE MATERIAL AVAILABLE FOR AN ADDITIONAL CHARGE. PLEASE INCLUDE REQUESTED NAME AND COLOR IN SALES NOTES. **SHERIFF - White**	1	$406.52	$406.52
5	260-01	29XDR2	**SAFE XDR-2 COLLAR SYSTEM UPGRADE.** SAFE XDR-2 COLLAR SYSTEM UPGRADE. INCLUDES XDR-1 SYSTEM PLUS S/S D-RINGS AND HAND LINES.	1	$935.68	$935.68 ↑ $891.00
6	OPEN MARKET	RWBK	**BLACK RUBBERIZED RAIL WRAP.** BLACK RUBBERIZED RAIL WRAP.	1	$0.00	$0.00
7	OPEN MARKET	NSBK	**BLACK NON-SKID** BLACK NON-SKID	1	$0.00	$0.00
8	OPEN MARKET	RSBK	**BLACK RUB-STRAKE** BLACK RUB-STRAKE	1	$0.00	$0.00
9	OPEN MARKET	DSBK	**BLACK RUBBERIZED DASH SKID** BLACK RUBBERIZED DASH SKID	1	$0.00	$0.00
10	260-01	PRC-10	**SAFE 10FT BEAM BOATS PERSONNEL RECOVERY CUTOUT** PERSONNEL RECOVERY SIDE PLATE AND COLLAR CUTOUTS. FACILITATES PIW RECOVERY. INCLUDES REMOVABLE PORT AND STARBOARD INSERTS FOR USE UNDERWAY.	1	$3,340.89	$3,340.89 ↑ $3,181.35
11	260-01	ERV2	**MERCURY VERADO TWIN ENGINE RIGGING.** VERADO TWIN ENGINE RIGGING. RIGGING INCLUDES: HYDRAULIC POWER STEERING, TIE BAR, SS PROP, DUAL BINNACLE, STEERING WHEEL, SAFETY LANYARD, VESSEL VIEW DIGITAL GAUGE, TWO ADDITIONAL STARTING BATTERIES AND INSTALLATION/LABOR.	1	$12,704.28	$12,704.28 ↑ $12,097.61
12	260-01	MM300-30D-HD	**DUAL MERCURY 300 HP, HD VERADO OUTBOARDS** MERCURY VERADO - TWO (2) (1-R, 1-L) 300XXL & 300CXXL VERADO 4-STROKE (30" SHAFT) W/ HD LOWER UNITS.	1	$34,808.53	$34,808.53 ↓ 35,684.77
13	260-01	GGK5EKD	**KOHLER 5EKD 5.0KW 60HZ GAS GENERATOR.** KOHLER 5EKD 5.0KW 60HZ GAS GENERATOR. INSTALLED IN THE FULL-CABIN AFT STARBOARD LOCKER ON SERVICE SLIDE-TRAY SYSTEM. COMPARTMENT INSULATED FOR REDUCED SOUND AND THERMAL SIGNATURE. INCLUDES RAW-WATER HIGH SPEED THRU-HULL PICK-UP, AUTOMATIC ELECTRIC BALL-VALVE W/ DASH MOUNTED POSITION INDICATORS, SBI DESIGNED AIR/WATER SEPARATING RESERVOIR WITH OVERBOARD VENT, STAINLESS STEEL TOP ACCESS SEA-STRAINER, AFT LOCKER MOUNTED FLUSHING PORT, EXHAUST SYSTEM W/ WATER-LOCK MUFFLER AND OVERBOARD DISCHARGE, AND COMPARTMENT INLINE BLOWER FOR EVACUATING GAS FUMES BEFORE START-UP. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	$16,539.83	$16,539.83 ↑ 15,750.00
14	OPEN MARKET	ACCA27000	**CRUISAIR 27,000 BTU, 220VAC 60HZ A/C** CRUISAIR A/C 27,000 BTU, 220VAC 60HZ W/ PUMP PMA1000C, CABIN	1	$9,239.51	$9,239.51

Line	GSA	Code	Description	Qty	Price	Ext. Price
			CONTROLS SMXHT-DX, KEYPAD CXP30, ALUMINUM GRILLS AND DUCTING. INCLUDES NECESSARY HARDWARE AND INSTALLATION.			
15	OPEN MARKET	SPK-G3-P	**110VAC SHORE POWER KIT W/ GENERATOR - 3 BATTERY SYSTEM W/ PRONAUTICP** ↓4 110VAC SHORE POWER KIT W/ GENERATOR (FOR DUAL ENGINES W/ SINGLE HOUSE BATTERY). KIT INCLUDES: 120VAC 30AMP SHORE INLET, DUAL SOURCE BLUE SEAS 360 A/C PANEL W/ ANALOG VOLT METER, GFCI OUTLET W/ COVER, ISOLATION TRANSFORMER, 25' SHORE POWER CORD AND ONE (1) THREE BANK PRONAUTIC SMART CHARGERS WHICH CHARGES, CONDITIONS, MAINTAINS AND RE-CONDITIONS. AUTOMATIC DOCKSIDE POWER SUPPLY MODE FOR 12 VOLT DC LIGHTING AND APPLIANCES. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	$3,239.35	$3,239.35 ↑2,581.41
16	260-01	SMSU-F	**UPGRADE TO EXTREME DUTY SHOCK MITIGATING SEATS POS 1 & 2.** UPGRADE TO EXTREME DUTY SHOCK MITIGATING SEATS MOUNTED ON STORAGE BOXES AT HELM AND NAVIGATOR POSITIONS. SEATS INCLUDES SEAT BELTS, CHART POCKETS, FORE/AFT HEIGHT ADJUSTMENT, AND TOE GUARDS. PISTOL GRIPS INCLUDED ON NAVIGATOR SEAT ONLY. NECESSARY HARDWARE AND INSTALLATION INCLUDED.	1	$11,531.92	$11,531.92 ↑10,981.23
17	260-01	SMS-A	**SHOCK MITIGATING SEATING AFT TWO POSITIONS.** SHOCK MITIGATING SEATS AT AFT TWO POSITIONS. SEATS INCLUDES SEAT BELTS, CHART POCKETS AND PISTOL GRIPS. NECESSARY HARDWARE AND INSTALLATION INCLUDED.	1	$12,532.61	$12,532.61 ↑11,934.14
18	260-01	SLRCL-100D	**ACR RCL-100D SEARCH LIGHT W/ REMOTE POINT PAD.** ACR RCL-100D REMOTE CONTROL SEARCHLIGHT WITH SINGLE REMOTE POINT PAD. 12VDC, 200,000 CANDELA. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1 ↓2	$1,508.33	$1,508.33 ↓2,872.60
19	260-01	FLDRLED	**UPGRADE TO DR LED 600+ LUMENS LED FLOOD LIGHTS.** UPGRADE FROM STANDARD SBI 55WATT HALOGEN FLOOD LIGHTS TO DR LED "KEVIN" 8001344 600+ LUMENS LED FLOOD LIGHTS. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	$567.92	$567.92 ↑540.80
20	260-01	TZT9	**FURUNO NAVNET TZTOUCH 9IN IN MULTI TOUCH, MULTI FUNCTION DISPLAY** FURUNO NAVNET TZTOUCH 9" MULTI TOUCH, MULTI FUNCTION DISPLAY WITH SUNLIGHT VIEWABLE 9IN WVGA (800X480 PIXELS) MULTI TOUCH DISPLAY TOUCH SCREEN WITH MULTI TOUCH EASY TO USE ROTOKEY MARINE WEATHER FORECASTER DELIVERS UNLIMITED ACCESS TO COMPLETELY FREE WEATHER FORECASTS, WORLDWIDE, 24/7 TABLET & SMARTPHONE APPS: CUSTOM APPS ALLOW YOU TO WIRELESSLY VIEW AND CONTROL TZTOUCH FROM ANY IPHONE, IPAD, OR IPOD TOUCH (OTHER MOBILE PLATFORMS TO BE SUPPORTED IN THE FUTURE.) WIFI HOTSPOT CONNECTIVITY: ANTI-REFLECTIVE GLASS COATING IS VISIBLE UNDER ANY LIGHTING CONDITION. OPTIONAL C-MAP BY JEPPESEN AND DATACORE BY NAVIONICS VECTOR CARTOGRAPHY AVAILABLE FOR PURCHASE DUAL SD CARD SLOTS FREE HIGH RESOLUTION SATELLITE PHOTOS OF US AVAILABLE FOR DOWNLOAD	1	$3,411.90	$3,411.90 ↓5,370.59
21	260-01	TZT14	**FURUNO NAVNET TZTOUCH 14.1IN MULTI TOUCH, MULTI FUNCTION DISPLAY** SUNLIGHT VIEWABLE 14.1 INCH WXGA (1280X800 PIXELS) MULTI TOUCH LCD DISPLAY TOUCH SCREEN WITH MULTI TOUCH EASY TO USE ROTOKEY MARINE WEATHER FORECASTER DELIVERS UNLIMITED ACCESS TO COMPLETELY FREE WEATHER FORECASTS, WORLDWIDE, 24/7 TABLET & SMARTPHONE APPS: CUSTOM APPS ALLOW YOU TO WIRELESSLY VIEW AND CONTROL TZTOUCH FROM ANY IPHONE, IPAD,	1	$5,137.18	$5,137.18 ↓7,230.86

Line	GSA	Code	Description	Qty	Price	Ext. Price
			OR IPOD TOUCH (OTHER MOBILE PLATFORMS TO BE SUPPORTED IN THE FUTURE.) WIFI HOTSPOT CONNECTIVITY ANTI-REFLECTIVE GLASS COATING IS VISIBLE UNDER ANY LIGHTING CONDITION. OPTIONAL C-MAP BY JEPPESEN AND DATACORE BY NAVIONIC VECTOR CARTOGRAPHY AVAILABLE FOR PURCHASE DUAL SD CARD SLOTS FREE HIGH RESOLUTION SATELLITE PHOTOS OF US AVAILABLE FOR DOWNLOAD INCLUDES ALL NECESSARY HARDWARE, CABLES, AND INSTALLATION			
22	260-01	GP330B	**FURUNO GP330B GPS ANTENNA** FURUNO GP330B GPS/WAAS SENSOR - NMEA 2000 COMPATIBLE ANTENNA FOR STAND ALONE GPS ON NAVNET 3D. THIS WILL MOUNT ON THE DOUBLER AND BE RUN USING NMEA 2000.	1	$464.64	$464.64 ↑ 442.45
23	260-01	520-PLD	**FURUNO 520-PLD PLASTIC THRU-HULL TRANSDUCER** FURUNO 520-PLD PLASTIC THRU-HULL, LOW PROFILE, TRANSDUCER, 600W (10-PIN). INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	$167.56	$167.56 ↑ 159.56
24	260-01	DFF1	**FURUNO DFF1 DIGITAL NETWORK SOUNDER.** FURUNO DFF1 DIGITAL NETWORK BLACK BOX SOUNDER 600/1000WATT OUTPUT 50/200 KHZ. INCLUDES NECESSARY HARDWARE AND INSTALLATION. TRANSDUCER NOT INCLUDED.	1	$875.99	$875.99 ↑ 834.16
25	260-01	DRS4D	**FURUNO DRS4D 24IN UHD RADOME, 4KW, 36NM.** FURUNO DRS4D 24" UHD DIGITAL RADOME FOR NAVNET 3D, 4KW, 36NM. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	$2,513.51	$2,513.51 ↑ 2,393.48
26	260-01	PSU012	**FURUNO PSU12 POWER SUPPLY FOR DRS RADARS, NAVNET 3D AND TZTOUCH** FURUNO PSU012 POWER SUPPLY FOR DRS RADARS, NAVNET 3D AND TZTOUCH. INCLUDES NECESSARY HARDWARE AND INSTALLATION. THE PSU012 POWER SUPPLY IS REQUIRED FOR DRS4A/DRS6A WITH MFD8, DRS12A WITH MFD8 OR MFD12 THE PSU012 POWER SUPPLY IS REQUIRED FOR DRS2D/DRS4D/DRS4A/DRS6A/DRS12A WITH TZT9 OR TZT14.	1	$883.12	$883.12 ↑ 840.95
27	260-01	HUB101	**FURUNO HUB101 DEDICATED INTERSWITCH HUB** FURUNO HUB101 DEDICATED INTERSWITCH HUB FOR NAVNET 3D. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	$756.85	$756.85 ↑ 720.71
28	OPEN MARKET	PG700	**FURUNO PG700 NMEA2000 RATE COMPENSATED HEADING SENSOR.** FURUNO PG700 NMEA2000 RATE COMPENSATED HEADING SENSOR WITH 6M NMEA2000 CABLE. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	$1,064.53	$1,064.53
29	260-01	IF-NMEA2k2	**FURUNO INTERFACE CONVERTER NMEA2000-NMEA0183.** FURUNO INTERFACE CONVERTER NMEA2000-NMEA0183. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	$235.12	$235.12 ↑ 223.89
30	260-01	000-167-175	**FURUNO LAN CABLE ASSEMBLY, 2 METERS, 2X RJ45 CONNECTORS** FURUNO LAN CABLE ASSEMBLY, 2 METERS, 2X RJ45 CONNECTORS.	1	$45.31	$45.31 ↑ 43.15
31	OPEN MARKET	FLIRM625XP	**FLIR M-625 XP, INSTALLED, DISPLAY NOT INCLUDED.** FLIR M-SERIES M-625XP - VOX MICROBOLOMETER SENSOR, 640 X 480 THERMAL IMAGING W/ 25 X 20 DEGREE FIELD OF VIEW, 2X & 4X E-ZOOM, 360 CONTINUOUS PAN, +/- 90 DEGREE TILT AND ERGONOMIC JOYSTICK CONTROL UNIT. SYSTEM REQUIRES 12-24VDC. INCLUDES INSTALLATION AND ASSOCIATED CABLES. DISPLAY WITH VIDEO INPUT REQUIRED FOR VIEWING. DISPLAY IS NOT INCLUDED.	1	$14,826.36	$14,826.36

Line	GSA	Code	Description	Qty	Price	Ext. Price
32	OPEN MARKET	FLIRM-DDS	**DELUXE DUAL STATION ACCY KIT FOR FLIR M-SERIES.** DELUXE DUAL STATION ACCESSORY KIT FOR M-SERIES. INCLUDES: JOYSTICK CONTROL UNIT WITH WEATHER COVER, 25' SHIELDED ETHERNET CABLE (RJ-45), 25' VIDEO CABLE, 50' VIDEO CABLE, VIDEO AMPLIFIER/SPLITTER, QTY 2 12V POWER OVER ETHERNET INJECTOR, NECESSARY MOUNTING HARDWARE AND INSTALLATION.	1	$1,655.00	$1,655.00
33		ONIX10ciSI-10+	**HUMMINBIRD ONIX CI SI COMBO SIDE IMAGING SONAR/EXT. GPS/DUAL X-D** Humminbird 1199CI - Discontinued HUMMINBIRD ONIX 10 CI SI COMBO, 408810-1, COMBO SIDE IMAGING SONAR W/ OPTIONAL IN DASH MOUNTING KIT (IDMK-ONIX10), EXTERNAL NMEA0183 GPS/WAAS RECEIVER WITH HEADING SENSOR (AS GPS HS), AND SECONDARY HUMMINBIRD SIDE IMAGING TRANSOM MOUNT TRANSDUCER (XT-14-20-HDSI-T) ON SAFE 10+ WIDE HULLS. TRANSDUCERS MOUNTED (1) PORT & (1) STBD SIDE OF TRANSOM. INCLUDES: HUMMINBIRD SIDE IMAGING SPLITTER CABLE (AS-14SIDBY), HUMMINBIRD TRANSDUCER EXTENSION CABLE 30', NECESSARY HARDWARE AND INSTALLATION.	1	$5,509.16	$5,509.16 ↑4,160.64
34	OPEN MARKET	AISL3-AISA300090	**L3 PROTEC-M AIS, STEDS_EAIS AISL3-000-90.** L3 PROTEC-M AIS, STEDS_EAIS SYSTEM AISA3-000-90. INCLUDES: POWER/DATA CABLES, TRUNION BRACKET, MANUAL, MORAD 159HD AIS ANTENNA, L3 GPS NARROW BAND ANTENNA, INSTALLATION AND NECESSARY HARDWARE.	1	$9,279.25	$9,279.25 ↑4,918.10
35	OPEN MARKET	CPI506/S	**ICOM IC-M506 (FRONT MIC) VHF RADIO W/ SHAKESPEARE 5 VHF ANTENNA.** ICOM IC-M506 SUBMERSIBLE PLUS MARINE (FRONT MIC) VHF WITH CLASS D DSC, AND NMEA 0183/2000. INCLUDES: SHAKESPEARE 5' VHF ANTENNA WITH S/S RATCHET MOUNT, FLUSH MOUNT KIT, EXTERNAL VHF SPEAKER, NECESSARY HARDWARE AND INSTALLATION.	1	$1,096.32	$1,096.32
36	260-01	TOW300	**TOW SPOOL W/ 300 LINE, HAND BREAK & COVER.** TOW LINE STORAGE SPOOL W/ HAND BRAKE MOUNTED ON AFT SIDE OF RADAR POD. TOW SPOOL WILL STORE 300' OF 3/4 DBN TOW LINE. INCLUDES TOW SPOOL COVER, 300' OF LINE, NECESSARY HARDWARE AND INSTALLATION.	1	$1,215.56	$1,215.56 ↓1,157.51
37	260-01	DLG4	**DIVE LADDER SS GARELICK 4-RUNG W/ STORAGE MOUNT.** DIVE LADDER SS GARELICK 4-RUNG WITH MOUNT ON PORT SIDE OF OUTBOARD BRACKET. INCLUDES STORAGE MOUNT WHILE NOT IN USE, NECESSARY HARDWARE AND INSTALLATION.	1	$473.96	$473.96 ↑451.33
38	260-01	DLPRCP	**DIVE LADDER PRC PLATFORM** DIVE LADDER PRC PLATFORM WITH LOCKING PINS AND LANYARDS.	1	$918.70	$918.70 ↑874.83
39	260-01	DTH4	**4 TANK ROLL-CONTROL DIVE TANK HOLDERS.** FOUR (4) ROLL-CONTROL DIVE TANK HOLDERS MOUNTED ON AFT LOCKERS. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	$249.41	$249.41 ↑237.50
40	260-01	HPW112/SA315	**WHELEN LOUDHAILER SYSTEM. WPA112, WPA2, SA315.** WHELEN 100WATT LOUDHAILER SYSTEM. INCLUDES WPA112 AMPLIFIER, WPA2 CONTROL HEAD W/ FLUSH MOUNT KIT AND SA315 SPEAKER. INCLUDES NECESSARY HARDWARE AND INSTALLATION.	1	$1,148.76	$1,148.76 ↓1,221.81
41	260-01	LEBSWION-B	**QTY 4 WHELEN ION SERIES BROW STROBES - BLUE** QTY 4 WHELEN ION SERIES SUPERLED UNIVERSAL LIGHT / BROW STROBES WITH BLACK HOUSING MODEL #IONB - COLOR - BLUE WITH BLACK PEDESTAL MOUNT #IONPEDB . INSTALLED QTY 2 FORWARD,	1	$1,495.06	$1,495.06 ↑1,423.67

Line	SKU	Code	Description	Qty	Price	Ext. Price
			AND QTY 2 AFT. NECESSARY HARDWARE AND INSTALLATION INCLUDED.			
42	OPEN MARKET	F4MBBBBP	**WHELEN F4MBBBBP MINI EDGE FREEDOM IV SUPER-LED 22" LIGHTBAR, BLUE.**	1	$1,882.06	$1,882.06 ↑1,663.96
			WHELEN F4MBBBBP MINI EDGE FREEDOM IV SUPER-LED 22" LIGHTBAR, BLUE, MOUNTED ON RADAR ARCH POD FACE FOR MAXIMUM 360 DEGREE VISIBILITY. INCLUDES NECESSARY HARDWARE AND INSTALLATION.			
43	260-01	AK27-31	**ANCHOR KIT 27-31**	1	$627.68	$627.68 ↑ 597.71
			ANCHOR KIT FOR 27'-31' HULLS. KIT INCLUDES: (1) FORTRESS FX11 7LB ANCHOR, (1) 3/8" S/S SHACKLE, (9 FT) S/S ANCHOR CHAIN, (1) 3/8" S/S JAW-TO-JAW SWIVEL, AND (150') 5/8" 3 STRAND W/ S/S THIMBLE.			
44	260-01	EPIRB Cat 1	**ACR GLOBALFIX IPRO, CAT 1, 406 MHZ EPIRB.**	1	$1,361.31	$1,361.31 ↑1,296.30
			ACR 2846 GLOBALFIX IPRO, CAT 1 406 MHZ GPS EPIRB WITH DIGITAL DISPLAY AND DUAL GPS TECHNOLOGY. INCLUDES NECESSARY HARDWARE AND INSTALLATION.			
45		WLOB	**WIRE LABEL PACKAGE. 25-38FT OB**	1	$3,290.00	$3,290.00
			COMPLETE LABEL PACKAGE (WIRES LABELED AT BOTH ENDS) FOR ALL SBI INSTALLED WIRING. FOR 25'-38' STANDARD CONFIGURATION OUTBOARD BOATS. INCLUDE WIRE LABEL LIST			
46	260-01	TRL5	**TRAILER, 15000 - 29 - 31 HULLS, GALVANIZED**	1	$14,391.65	$14,391.65 ↑ 13,704.40
			TRAILER 15000 - 29' HULL. GALVANIZED BUNK TRAILER WITH DISC BRAKES, BOW LADDER, V-STOP AND LED LIGHTING.			
47	260-01	Prep3	**SHIPPING PREP/FULL TRANSHIELD COVER OR SHRINK WRAP**	1	$1,522.71	$1,522.71 ↑ 1,450.00
			PREPARATION FOR SHIPPING INCLUDES: 1 DISCONNECT BATTERIES FROM ELECTRICAL SYSTEM. 2 SECURE LOOSE GEAR TO PREVENT SHIFTING DURING SHIPMENT. 3 SECURE BOAT TO TRAILERS. (IF APPLICABLE) 4 SECURE EQUIPMENT (E.G., MOTORS, SPOTLIGHT, ETC.) AS NECESSARY TO PREVENT MOVEMENT DURING SHIPMENT. 5 REMOVE FLAMMABLE LIQUIDS IF REQUIRED TO COMPLY WITH OCEAN TRANSPORTATION REQUIREMENTS. 6 PLACE RADOME AND ANTENNAS IN LOWERED POSITION. 7 ENSURE NO MORE THAN 10 GALLONS FUEL REMAINS IN THE FUEL TANKS. 8 PLACE BOAT CABIN KEY IN A SECURE "HIDE" 9 PROTECTIVE TRANSHIELD APPLICATION OR SHRINK WRAP DEPENDING ON VESSEL TYPE. (COVERS BOAT DOWN TO COLLAR AND OUTBOARD ENGINES IF APPLICABLE) DOES NOT INCLUDE ACTUAL TRANSPORTATION CHARGES			
48		TRAVEL 6	**AIRFARE AND HOTEL FOR (6) STUDENTS TO ATTEND 2 DAY TRAINING**	1	$7,200.00	$7,200.00 New
			AIRFARE AND HOTEL FOR (6) STUDENTS TO ATTEND TRAINING AT SBI IN BREMERTON, WA. DOES NOT INCLUDE PER DIEM, OR RENTAL CAR **Roundtrip Houston to Seattle, and (4) Nights Bremerton Hotel for (6) Students**			
49	OPEN MARKET	2DFT-SBI	**2-DAY FAMILIARIZATION TRAINING, AT SBI.**	1	$3,804.50	$3,804.50 ↑2,600.00
			2-DAY FAMILIARIZATION TRAINING: THIS INTRODUCTORY BOAT OPERATIONS COURSE WILL PROVIDE THE CUSTOMER WITH A BASIC UNDERSTANDING OF THEIR NEW SAFE BOAT, ITS SYSTEMS, AND THE RELEVANT OPERATIONAL CHARACTERISTICS; 1 INSTRUCTOR FOR UP TO 10 STUDENTS. INCLUDES: -INSTRUCTOR(S)			

Line	GSA	Code	Description	Qty	Price	Ext. Price
			-CLASSROOM/FACILITY -BOAT OPERATIONAL COSTS (LAUNCHING, MOORING, FUEL, ETC.) -8.7% WA STATE TAX FOR TRAINING TO BE COMPLETED IN WA STATE NOT INCLUDED: -STUDENT TRAVEL EXPENSES (AIRFARE, HOTEL, MEALS, ETC.). -OEM INSTRUCTORS(CAN BE ADDED FOR AN ADDITIONAL FEE)			

Shipping to TX

SubTotal	$397,880.51
Tax	$0.00
Shipping	$6,341.00
Total	**$404,221.51**

$101,055.37
MATCH

$99,255.37
Current

sold 2 boats

$1,800.00
– Seizure

Sheriff agreed to use $1,800.00 from his seizure funds

AGENDA ITEM #29.

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

August 24, 2016

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

Re: Request to Utilize Ecoxstream, LLC
Choice Partners - Contract #16/054JN-03

Gentlemen,

It is requested that the Commissioners' Court grant authorization to the Purchasing Agent to utilize a State of Texas approved, competitively bid cooperative purchasing program as referenced in the Texas Local Government Code, Chapter 271.102, Cooperative Purchasing Program Participation, in lieu of the competitive bidding requirements as referenced in Chapter 262.023, Competitive Requirements for Certain Purchases.

Ecoxstream, LLC has recently participated in a solicitation process issued by the Choice Partners purchasing cooperative (Galveston County is a member) and succeeded in obtaining a contract to perform construction delivery through the job order contracting (JOC) method for program members.

The Choice Partners construction contracts specify a unit price book (most commonly used is the R.S. Means Construction Cost Data) for delivery order pricing, ensuring that variables involved in pricing are not significantly different from the day of contract award as the day work commences.

Our Facilities Department has requested to utilize Ecoxstream, LLC for small construction jobs throughout the County.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Dickey, Tammy

From: Crowder, Rufus
Sent: Tuesday, August 23, 2016 4:01 PM
To: Dickey, Tammy
Subject: Fwd: Choice Partners

Place on cc to use them through this cooperative

Sent from my iPhone

Begin forwarded message:

> **From:** "Bell, Mike J" <Michael.J.Bell@co.galveston.tx.us>
> **Date:** August 23, 2016 at 3:15:40 PM CDT
> **To:** "Crowder, Rufus" <Rufus.Crowder@co.galveston.tx.us>
> **Subject: Choice Partners**
>
> Rufus,
> Geoffrey Daenen From Ecoxstream LLC is a member of Choice Partners Job order Contracting program and we would like to utilize him. His contract # is **16/054JN-03**
>
> Please call me for any question
>
> Thanks
>
> ***Galveston County Facilities***
> ***Desk 409-765-2643***
> ***Cell 409-682-3302***

AGENDA ITEM #30.a.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	**Information Technology**	**BA-153-0830-A**
Date Submitted:	**August 24, 2016**	**(Assigned by Budget Office)**

COMMISSIONER'S COURT ACTION:

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

GENERAL EXPLANATION:

Request transfer from General Fund IT - Technology Hardware account to County Capital Projects Fund DR Storage for Technology Hardware

This budget amendment does increase the budget for FY 2016.

TRANSFER FROM

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	159109 - DR Storage	5745000 - Technology Hardware	60,000	
3100 - County Capital Projects Fund	000000 - County Capital Projects Fund	4911101 - Transfer from General Fund	60,000	
TOTAL - Transfer From			$ 120,000	

TRANSFER TO

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	921010 - Transfer & Reserves	59113100 - Transfer to Capital Projects	60,000	
3100 - County Capital Projects Fund	159109 - DR Storage	5745000 - Technology Hardware	60,000	
TOTAL - Transfer To			$ 120,000	

ADDITIONAL COMMENTS:

Departmental Authorization **Date**

Human Resources Department **Date**

David M. Delac 8/24/2016

Budget Office Authorization **Date**

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by:_____ **Date:**_____

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted:_____ **Date Approved:**_____

AGENDA ITEM #30.b.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	**Human Resources**	**BA 16-154-0830-B**
Date Submitted:	**August 23, 2016**	**(Assigned by Budget Office)**

COMMISSIONER'S COURT ACTION:
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

GENERAL EXPLANATION:

Request transfer from General Fund Budgeted Reserves to Human Resources Contract Services for a temporary employee in the Treasurer's Office

This budget amendment does increase the budget for FY 2016.

TRANSFER FROM

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	920180 - Transfers and Reserves	5930000 - Budgeted Reserves	8,046	
TOTAL - Transfer From			$ 8,046	

TRANSFER TO

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	155000 - Human Resources	5481000 - Contract Services	8,046	
TOTAL - Transfer To			$ 8,046	

ADDITIONAL COMMENTS:

Departmental Authorization **Date**

Human Resources Department **Date**

David M. Delac 8/23/2016
Budget Office Authorization **Date**

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by:_____ **Date:**_____

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted:_____ **Date Approved:**_____

AGENDA ITEM #30.c.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	**Human Resources**	**BA 16-158-0830-C**
Date Submitted:	**August 23, 2016**	**(Assigned by Budget Office)**

COMMISSIONER'S COURT ACTION:
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

GENERAL EXPLANATION:

Request transfer from General Fund Budgeted Reserves to Human Resources Contract Services for a temporary employee in the Veteran's Services

This budget amendment does increase the budget for FY 2016.

TRANSFER FROM

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	920180 - Transfers and Reserves	5930000 - Budgeted Reserves	5,000	
TOTAL - Transfer From			$ 5,000	

TRANSFER TO

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	117500 - Veteran's Service	5481000 - Contract Services	5,000	
TOTAL - Transfer To			$ 5,000	

ADDITIONAL COMMENTS:

Departmental Authorization **Date**

Human Resources Department **Date**

David M. Delac 8/23/2016
Budget Office Authorization **Date**

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by:_____ **Date:**_____

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted:_____ **Date Approved:**_____

AGENDA ITEM #31.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 8-15-16	2. Contract Type: X Expense Revenue Other	3. Renewal Contract: Yes / No
4. Department Name: Juvenile Justice		5. Department Contact: Brent Norris
6. Description: Operation of Juvenile Justice Alternative Education Program as required by Texas Education Code 37.011		
TB 7. IFAS PEID No: 043216	8. IFAS Req No: N/A	TB 9. Orgkey: ~~2848~~ 2848256157 / 10. Object Code: 5481000
11. Vendor: Dickinson ISD		12. Vendor Contract No: CM 15266
13. Requested Legal Review: Yes / No (Explain if No)	No (No changes made to previously reviewed contract)	

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
TB JJAEP	2848	$59,000	$59,000	N/A	N/A	N/A	N/A
22. Totals:		$59,000	$59,000	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 8/24/16	Auto Renewal Contract: Yes / No (No)	Bid No: N/A
Contract End Date: 6/1/17	Contract # Issued By Purchasing: CM16247	Form 1295 Certificate #: N/A

Approved By:	Signature	Date
Department Head:	Brent T. Norris	8/15/16
Assistant Purchasing Agent:	Gwen A. McKinney, CPPB	8/16/16
County Legal:	Myrna S. Rorgold	8-16-16

Contract Listed in Budget Documentation YES NO

County Budget Office:	[illegible]	8/22/16

Budget Available and Funds are will be Available: YES NO

County County Auditor:	[illegible]	8/22/16 TB

Delac, David

From: Watson, Glen
Sent: Thursday, August 18, 2016 1:45 PM
To: Delac, David
Subject: CAR Form

Good Afternoon David,

I have looked at the Budget to Actual figures from One Solution and feel like I have a good understanding of the figures including the $80,840.00. We start the year with a projection of $59,000 of revenue and increase the budget as we receive monthly reimbursements from the state. We then use these funds to pay the bill we get from Dickinson ISD at the end of each school year. We are about to pay that bill for this year now.

I agree with you that the Fund # in item 15 on the CAR form should be 2848. I believe the org key of 256157 for FY2017 is correct. Many years ago the Auditor's office directed us to alternate each year between 256157 and 256158 on odd and even years. The Orgkey for FY2016 was 256158. The Orgkey for FY2017 should be 256157 if we continue to do it the way we were directed to do it and have done it for about 10 years.

I hope all that makes sense. Please let me know if you need anything else for the CAR form. I very much appreciate you taking the time to help me understand the budget process and how our budget request is integrated into the One Solution Software.

Sincerely,

Glen R. Watson, LMSW

GALVESTON COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
(GCJJAEP)

***

FUNDING PARAMETERS

FUNDING:

For the 2016-2017 school year, the Galveston County Juvenile Justice Center will educate students of Galveston County school districts who are mandatory expulsions or student placements pursuant to Texas Education Code 37.0081(g) and TEC 37.309. Mandatory expulsions are those students expelled for offenses described in Section 37.007 (a), (d), or (e) of the Texas Education Code (TEC) funded by the allocation to Galveston County from the State through the Texas Juvenile Justice Department (TJJD) for that purpose. The entire cost of educating the mandatory expelled students shall be borne by Galveston County. Mandatory expelled students are counted as ineligible for attendance accounting in their home district.

This Agreement consists of the Funding Parameters, the Interlocal Cooperation Agreement and Memorandum of Understanding for Juvenile Justice Alternative Education Program and all Addenda hereto.

Additional Considerations

1. Any additional Average Daily Attendance (ADA) or other funding allotment that the Fiscal Agent District receives may be deducted from the overall cost in determining net cost.

2. Any grants obtained by any District or the GCJJAEP that may be used to lower expense shall be deducted from the overall cost in determining net cost to the County.

3. Galveston County shall pay Galveston County Juvenile Justice Department personnel and provide the physical plant, breakfast and lunch and all other non-educational matters.

4. Galveston County shall pay Fiscal Agent District on the following basis:

a. One-half (50%) of the annual projected operating cost to be paid as a fixed-rate cost based on proposed instructional personnel. All instructional personnel are and shall be employees of the Dickinson Independent School District (DISD). Annual operating costs are limited to costs associated with instructional personnel. Instructional personnel consists of salary and benefits for 1/2 of two Regular Education teachers, 1/3 of a Special Education teacher, 1/3 of a clerical aid, 1/5 of district program administrator, 1/5 of district program secretary, and one or more additional regular education teacher(s) as requested by the GCJJAEP and Galveston County Commissioners Court pursuant to paragraph 4.02 of this Agreement. This amount shall be paid annually after September 1st.

b. The balance of the annual operating costs, as defined in 4.a., shall be paid on the basis of actual operating costs for the year as invoiced in June by the Fiscal Agent District.

5. Galveston County (County) has budgeted from its general budget fund certain amounts for paper and copies, arts and crafts, and materials and supplies for each program. Instructional personnel shall comply with County's procurement procedures for the expenditures of these funds. DISD may supplement these funds for materials and supplies in its discretion but will not be reimbursed by the County for supplemental expenses, if any, without express County approval.

6. The T1 data circuit as provided by the County through Southwestern Bell or other service provider at the juvenile facility will be billed to and paid by the County.

7. If a student has been court-ordered to attend the GCJJAEP, the County will be responsible for funding such placements providing the placement is identifiable as a mandatory placement and the student has been expelled.

8. The GCJJAEP will provide services to students expelled to the GCJJAEP pursuant to TEC section 37.0081 (felony offense under Title 5, Penal Code). Each District shall reimburse the County, who pays Galveston County Juvenile Justice Department personnel, funds the instructional personnel, provides the physical plant, and provides breakfast and lunch and all other matters in support of the GCJJAEP program for assigned students. Pursuant to 37.0081(g), the total reimbursement to the County by the Districts shall be for the actual cost incurred each day for the student while the student is enrolled in the program. Each District's reimbursement amount shall be determined by pro-rata participation of students expelled pursuant to TEC 37.007(a), (d), (e), TEC 37.0081 and TEC 37.309. Each applicable District will be invoiced their respective cost amount in October of each year, which shall be reimbursed back to the County.

9. The GCJJAEP will provide services to students expelled to the GCJJAEP pursuant to TEC section 37.309 (placement of registered sex offenders), provided space is available. Each District shall reimburse the County, who pays Galveston County Juvenile Justice Department personnel, funds the instructional personnel, provides the physical plant, and provides breakfast and lunch and all other matters in support of the program for assigned students. The total reimbursement to the County by the Districts shall be for the actual cost incurred each day for the student while the student is enrolled in the program. Each District's reimbursement amount shall be determined by pro-rata participation of students expelled pursuant to TEC 37.007(a), (d), (e), TEC 37.0081 and TEC 37.309. Each applicable District will be invoiced their respective cost amount in October of each year, which shall be reimbursed back to the County.

County of Galveston

State of Texas

INTERLOCAL COOPERATION AGREEMENT AND MEMORANDUM OF UNDERSTANDING FOR JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

This Agreement is entered into by, between and among the COUNTY OF GALVESTON (County), the Galveston County Juvenile Probation Board (Board), and each of the independent school districts participating in the Galveston County Juvenile Justice Alternative Education Program (GCJJAEP):

WHEREAS, the County, the Board, and the participating school districts are "local governments" and public education in the context contemplated herein is a "governmental function and service" as those terms are defined in the Interlocal Cooperation Act (Act), codified as Chapter 791 of the Government Code of Texas;

WHEREAS, the Act authorizes any local government to contract or agree with another local government in accordance with the Act to perform governmental functions and services that each party to the contract is authorized to perform individually;

WHEREAS, Section 37.011 of the Texas Education Code provides for the development of a "juvenile justice alternative education program" by the juvenile board of a county with a population greater than 125,000 and the Board initiated and maintains such a program with the agreement of the school districts subscribing hereto; and

WHEREAS, the Parties concur that the educational component of the GCJJAEP can be administered most efficiently at a centralized location within the geographic boundaries and educational jurisdiction of the Dickinson Independent School District. The Parties desire to engage Dickinson Independent School District to serve as Fiscal Agent for Galveston County and each of the participating districts for the education of mandatory expelled students assigned to the GCJJAEP.

NOW THEREFORE, pursuant to the Interlocal Cooperation Act and the Texas Education Code, it is mutually agreed by, between and among the Parties as follows:

I. OPERATING POLICY

1.01 The GCJJAEP shall be subject to a memorandum of understanding developed by the Board in cooperation with the participating independent school districts and submitted to the Texas Juvenile Probation Commission (TJPC) for review and comment. The terms and conditions of this Interlocal Cooperation Agreement shall become a part of such operating policy as if fully set forth in writing therein.

No additions, deletions, changes or variations to this Agreement as to fiscal matters or educational responsibilities shall be effective unless such amendment be in writing and formally agreed to by the appropriate officers of the Parties.

II. GOVERNANCE

2.01 The Dickinson Independent School District (Dickinson ISD) is designated as the situs of the campus of the GCJJAEP and shall provide administration of the educational aspects of the campus and serve as the Fiscal Agent for each participating school district (District).

2.02 As Fiscal Agent for educational purposes, Dickinson ISD shall function as agent for and on behalf of all Districts. Dickinson ISD shall administer the education program on a day-to-day basis in accordance with policies promulgated and/or adopted by the governing board of the GCJJAEP. Where such policies are silent, the educational program shall be administered according to policies and procedures otherwise in effect within Dickinson ISD.

2.03 As Fiscal Agent, Dickinson ISD shall prepare the program application and budget; shall disburse program funds applicable to instructional personnel; shall be responsible for educational personnel serving the campus and program; shall maintain all educational records applicable to the program; shall correspond with assigned students' home districts with regard to status and ultimate disposition of each assigned student; and shall provide necessary curriculum and other such responsibilities normally associated with administration and provision of education services.

2.04 The Governing Board of the GCJJAEP shall include:

* Chairperson: The County Judge of Galveston County shall serve as chairperson for the GCJJAEP Governing Board. The chairperson shall be entitled to vote on any tie vote.

* Members: (each with one vote)
  1. Director of Juvenile Services for Galveston County (or designee);
  2. Two (2) Juvenile Judges as named by the Juvenile Board;
  3. One (1) designee of Dickinson ISD, the school district serving as fiscal agent;
  4. One (1) designee of Galveston County Commissioners' Court; and
  5. Three (3) school district representatives of school districts in Galveston County (Superintendent or designee) as named by Galveston County Superintendent group.

2.05 The Governing Board of the GCJJAEP shall meet on the basis of called meetings as deemed appropriate by the Galveston County Judge in order to monitor and adjust the program. Such meetings shall be held at least annually. A minimum of four (4) members shall be required to establish a quorum for such meetings.

2.06 The Superintendent of each District shall serve as the representative of their respective District on those considerations requiring revision in policy or practice.

III. FINANCIAL OBLIGATIONS

3.01 The expenses of this program shall be covered pursuant to the Funding Parameters on pages 1 and 2 of this Agreement.

3.02 Nothing herein shall burden the Fiscal Agent, Galveston County, or any District with the added expense necessary to address or accommodate any particular needs of special education students. The Fiscal Agent and the home District will work together to provide necessary and appropriate special education services on a case-by-case basis as the need arises, but all additional expense and liability shall be borne and/or reimbursed by the responsible school district, which shall hold the Fiscal Agent harmless for such services. If additional special education services are needed to serve students from more than one participating school district, the cost of the service will be shared by the applicable participating Districts. All Parties shall endeavor to comply with each special education student's current Individual Education Plan (IEP) and facilitate convening IEP meetings.

3.03 Nothing herein shall burden the Fiscal Agent or any District with responsibility for underwriting or providing services or accommodating student placements beyond the scope of the program described in this Agreement. This program must be submitted to the TJPC for approval pursuant to Section 37.011 of the TEC, but should additional obligations be deemed required of the County and/or the Board for this program to fully qualify under the statute, the Parties to this cooperative program are under no contractual duty to share such additional obligations or to expand the program during the school year without mutual consent.

IV. BUDGETING

4.01 As Fiscal Agent, Dickinson ISD shall prepare a budget of operational costs for instructional personnel anticipated for full usage of the GCJJAEP during the coming year. Such budget shall include, without limitation, fringe benefits for its professional employees assigned in whole or in part to the program, commensurate with the fringe benefits enjoyed by comparable professional employees of Dickinson ISD.

4.02 The Parties concur that regular education services will be delivered by five teachers employed by Dickinson ISD under agreements entitled: Agreement for Educational Services -Transforming Lives Cooperative Day Program 2016-2017; Agreement for Educational Services between Juvenile Board and DISD 2016-2017 School Year and, one part time certified special education teacher necessary and advisable for the coordination of special education services. Total

program instructional personnel costs consisting of salary and benefits for 1/2 of two Regular Education teachers, 1/3 of a Special Education teacher, 1/3 of a clerical aid, 1/5 of a district program administrator and 1/5 of a district program secretary shall be included in the educational services budget for the GCJJAEP. Pupil teacher ratios are to be maintained between 8 to 1 and 15 to 1. The Parties agree that one or more regular education teacher(s) may be employed by Dickinson ISD at the request of the GCJJAEP and the Galveston County Commissioner's Court in the event that GCJJAEP enrollment necessitates the addition of one or more certified full time teacher(s) with all associated cost borne by the County of Galveston.

4.03 The budget may be amended with concurrence of the Districts and the GCJJAEP Governing Board if needs change during the year. Nothing herein nor in any juvenile court order shall require the Fiscal Agent or GCJJAEP Governing Board to amend its budget involuntarily, nor to incur added expense without means of reimbursement.

V. ACCOUNTABILITY/ATTENDANCE

5.01 For purpose of accountability under Chapter 39 of the TEC and the Foundation School Program, a student enrolled in the GCJJAEP shall be reported as if the student was enrolled at the student's home campus in the student's regularly assigned education program, including a special education program, where applicable. The home district of each such student shall cooperate fully in making such reports and accepting such accountability. All PEIMS reporting requirements for the students placed in the program shall remain the responsibility of the home district. Students expelled as "mandatory" placements shall be counted as "ineligible" for attendance counting purposes in the home district.

5.02 Expelled students placed in the program are expected to attend as required by compulsory attendance law, pursuant to section 25.085 of the TEC. Pursuant to TEC Section 25.093, the attendance officer of the sending District shall file a complaint against the parent(s) in the justice of the peace court or municipal court of the political subdivision in which the parent resides or in which the school is located if the parent fails to require the child to attend school as required by law. In accordance with section 37.011(h) of the TEC, students assigned to the GCJJAEP on the basis of expulsions under Section 37.007(a), (d), or (e) of the TEC are funded to the County by the TJPC and are ineligible for ADA accounting in the home District.

5.03 Mandatory expelled students who are on juvenile probation and violate the compulsory attendance law will be handled through the Galveston County Juvenile Justice Department (Juvenile Justice Department). On the third consecutive day of absence from the GCJJAEP, the Juvenile Justice Department's Director of Juvenile Services (Director) or the Director's designee shall notify the sending District's Superintendent or the Superintendent's

designee of the student's absence from the program. In accordance with 37 T.A.C. Section 348.7(g), a student on inactive status for 30 consecutive school days shall be withdrawn from the GCJJAEP immediately following expiration of the 30th consecutive school day.

5.04 A student who has been erroneously assigned to the GCJJAEP because their expulsion meets "discretionary" expulsion qualifications, not "mandatory", shall be reassigned to Coastal Alternative Program (CAP) and is eligible to attend the CAP.

5.05 In the event a student assigned to the GCJJAEP is declared homeless (or in the process of being declared homeless) or is in the process of transferring to another district, the student will remain the responsibility of the original district until the registration/enrollment of the student in another district is completed.

5.06 A mandatory expulsion is one listed in TEC 37.007(a), (d), or (e), as amended.

VI. COUNTY'S FINANCIAL OBLIGATIONS

The Juvenile Board and the County of Galveston shall provide:

- funding for the education component of all placements as detailed in this Agreement;
- staffing of juvenile probation officers;
- supervision officers and other staff, and training thereof;
- the physical plant necessary for the personal safety and security of all participants and providers of services;
- for Galveston County resident students, any and all aspects of any residential component of the GCJJAEP; and
- for Galveston County resident students, all other non-educational matters in support of the program.

VII. ADMINSTRATIVE RESPONSIBILITIES

7.01 Physical plant maintenance, utility expenses and facility standards to comply with the Americans with Disabilities Act relating to the Galveston County Juvenile Justice Center and associated facilities, shall be the responsibility of the County, not Dickinson ISD nor any other District.

7.02 The County may request the removal of any instructional personnel staff member assigned to the GCJJAEP if the assigned staff member is no longer agreeable to the County because of performance, misconduct or other employment related

concerns on the part of County Officials. The Director of Juvenile Services shall so notify the Superintendent and give the Superintendent in writing the specific reason(s) for the concerns. If upon review of the Director's expressed concerns the Superintendent agrees there are performance or other employment related issues, he/ she will timely counsel with and attempt to have those issues properly addressed within seven days. If the staff member's performance or other employment related concerns are not corrected to the satisfaction of the County, the Director will again express the reasons for his/ her concern. The Director and the Superintendent will meet and discuss and attempt to reach a consensus on the matter.

VIII. LIABILITY/TERM

8.01 Only to the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each Party to this Agreement shall indemnify and hold harmless the other Parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying Party or its officers, employee, or agents.

8.02 The term of this Agreement shall be for the 2016-2017 school year according to the school calendar of Dickinson ISD.

IX. MEMORANDUM OF UNDERSTANDING

The GCJJAEP Governing Board and the Districts adopt this memorandum of understanding in compliance with the Texas Education Code ("TEC"), Section 37.010 (c) and (d), whereby it is agreed and understood that no court may order an expelled student to attend school as a condition of probation except by and through assignment to the Juvenile Justice Alternative Education Program; and the Parties hereby initiate the following operating policy guidelines:

The daily administration of all aspects of the GCJJAEP other than educational services including the GCJJAEP Code of Conduct, will be conducted by the Juvenile Justice Department under the direction of its Director or the Director's designee. The program will serve all eligible students from eligible Districts.

9.01 An eligible student is a student who is or was last enrolled in a school district located within Galveston County, and who currently resides in a Galveston County school district. An exception for placement may be made pursuant to 37.010 (g), when the student's parents have made a residence change into the district/county and the court jurisdictional issues have been properly accommodated.

9.02 The following students shall be eligible to attend the GCJJAEP:

1. Mandatory expelled students under TEC section 37.007 (a), (d), or (e).

2. Students who are under the jurisdiction of the Juvenile Court and are not expelled may be court ordered to receive educational services in the GCJJAEP. A copy of the Court Order shall be provided to the student's home district in order to satisfy TEA requirements.

3. Students expelled under TEC section 37.007 (a), (d) or (e) who are eligible for attendance in any school within Clear Creek ISD but who are not residing in Galveston County, providing that Galveston County Juvenile authorities have agreed to serve the student who resides in Harris County.

4. Students expelled under TEC section 37.0081 (felony offense in Title 5, Penal Code; or the felony offense of aggravated robbery under Section 29.03 of the Texas Penal Code).

5. Students expelled under TEC section 37.309 (removal of registered sex offenders) provided space is available.

9.03 The Parties agree to comply with the following admission procedures:

1. If a student is expelled from school for conduct for which expulsion is required under Section 37.007 (a), (d), or (e), the juvenile court, GCJJAEP Governing Board or its designee shall provide timely educational services to the student in the GCJJAEP in the county in which the student resides, regardless of the student's age or whether the juvenile court has jurisdiction over the student.

2. If placement is initiated by school district expulsion, the District shall notify the Director or the Director's designee of a pending expulsion hearing in order to facilitate the student's transition into the GCJJAEP in the event the student is expelled. The District in which the student is or was last enrolled shall provide to the Juvenile Justice Department and the Fiscal Agent, Dickinson ISD, a copy of the order of expulsion. Expulsion conducted pursuant to TEC section 37.0081 shall include a statement regarding the specific determinations required under Section 37.0081 (a) (1) and (2). A student who is required to register as a sex offender will only be served pursuant to the same provisions applicable to students expelled under TEC section 37.0081 or applicable court order. District shall provide notice no later than the second business day after the date a hearing is held pursuant to TEC Section 37.009, together with any other notice and information required under TEC Section 37.010 and Family Code Section 52.04. The Juvenile Courts of Galveston County shall consider appropriate proceedings under Title 3 of the Texas Family Code. As required by TEC Section 37.010 (a), an expelled student shall immediately attend the GCJJAEP from the date of expulsion.

   To initiate enrollment in JJAEP, the District in which the student is or was last enrolled shall provide to Dickinson ISD a copy the following:

- expulsion letter signed by a district official authorized to expel students;
- waiver of the expulsion hearing (if used);
- "Notification to Galveston County Juvenile Court" form;
- copy of birth certificate or another document suitable as proof of the child's identity and date of birth;
- documentation confirming social security number or state-issued PEIMS number, as applicable;
- divorce decree or court orders showing custody;
- restraining orders, other legal matters pertinent to school;
- immunization and health records;
- application for Free and Reduced Lunch Program or information on student's status;
- attendance record;
- disciplinary reports;
- withdrawal/transfer grades in each subject;
- current year's grade reports (progress reports, report cards);
- Confidential Student Report for most recent state assessment scores (STAAR, EOC, TELPAS);
- 504 paperwork and accommodation plan, if applicable;
- Special Services paperwork, if applicable;
- LPAC and other ESL/bilingual paperwork, if applicable; and
- Transcript, and for high school students only – personal graduation plan.

3. If the student is already under court supervision, the caseworker will recommend whether to amend the conditions of probation and it will be the Court's decision whether to implement any subsequent conditions of probation.

   a. If conditions of probation are to be amended, the Assistant District Attorney shall prepare a Modification Order requiring the juvenile to participate in the GCJJAEP and the Code of Conduct. The Assistant District Attorney will request a court date as soon as practicable and the Court will consider the Order.

   b. If the juvenile was placed in detention due to the violation that resulted in expulsion, the caseworker may prepare conditions of release that would include an order requiring the juvenile to participate in the GCJJAEP and the Code of Conduct which would be approved by the Juvenile Judge.

4. If the student is not under prior court supervision, the Juvenile Justice Department, as designated by the Juvenile Court, shall determine if there is probable cause to believe the person engaged in delinquent conduct or conduct indicating a need for supervision. If a petition is filed, the Assistant District Attorney may include with the disposition order an order requiring

the juvenile to participate in the GCJJAEP and the Code of Conduct for the Court's approval.

5. Provisions for good behavior shall allow for early release of a student, as determined by the Positive Student Release point system, but in no case would that early release be less than 80% of the originally accepted/assigned time. Whenever feasible, GCJJAEP will release the student at the end of the sending District's grading period. If the student's release date occurs during a week of state-mandated testing, the student must remain at GCJJAEP to complete the tests. No student shall be released during the last week of the sending District's semester.

6. Prior to the completion of the student's placement in the GCJJAEP, the program's probation officer will coordinate with the program administrator to contact the campus of record to initiate the student's transfer back to his or her home campus. The probation officer will assist in obtaining any information for the home campus and briefly monitor the student's progress upon the student's return.

7. The probation officer will conduct an admission conference with the student and a parent or guardian to review all the GCJJAEP requirements and answer any questions on the first day of attendance.

8. Juvenile Justice Department personnel will advise parent(s) or guardian(s) to schedule a physical examination for the student through the Juvenile Justice Department. The student may be admitted to the program prior to completion of the physical exam, but will not participate in the physical training aspect of the program until exam results are received. Students with reduced activity ability will be placed on a modified physical training regimen. Parent(s) or guardian(s) may receive a bill for the exam at a later date. The form for the physical shall be as in Addendum 3 to this Agreement. If the parents or guardians do not pay, neither the Fiscal Agent nor the sending District shall be liable for payment.

9. Parents or guardians shall be responsible for transportation to and from the GCJJAEP for all regular program students (not special education) unless transportation provisions have been made by the local ISD or GCJJAEP (TEC-37.011(k)(6)). Transportation shall be provided for identified special education students who have been ARDed for transportation as a related service. Districts shall individually decide whether school or contracted personal transportation shall be used for those special education students.

10. As required under TEC 37.011(b)(4), GCJJAEP shall provide timely educational services in the GCJJAEP to all expelled students (including adult students 18 years of age or older) for which expulsion is required under Section 37.007(a), (d) or (e), regardless of the student's age or whether the juvenile court has jurisdiction over the student.

9.04 The GCJJAEP shall have its own code of conduct (Code of Conduct). The Texas Association of School Boards (TASB) model code of conduct shall be the basis for the Code of Conduct, with such modifications/additions, as the Governing Board deems appropriate. All modifications/additions shall be approved by the Governing Board.

Each District shall provide the Juvenile Justice Department with current copies of their respective code of conduct. In the event a District amends its existing code of conduct, the District shall, within three days from voting the approval of an amendment, provide a copy of the code of conduct as amended to the Juvenile Justice Department. Each District's code of conduct shall be available for public inspection at the referring school at all times that the school is open. Additionally, each District's code of conduct shall be available for public inspection at the Juvenile Justice Department at all times that the Jerry J. Esmond Juvenile Justice Center is open.

9.05 Each student shall be provided an educational progress/facilitation plan. GCJJAEP staff and administration shall regularly review the student's academic progress. In the case of a high school student, the GCJJAEP administrator of the education component, with the student's parent or guardian, shall review the student's progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student.

Responsibility for pre- and post-testing as required by the TJPC rests with Galveston County. Responsibility for tests as required by the Texas Education Agency (TEA) rests with the education component administrator and the student's home campus as outlined by the TEA Division of Testing and Accountability. Responsibility for any other type of assessment and identification of educational status and need rests with the sending District.

Identified special education students shall be provided required services (as in their IEP) with any additional cost over and above regular cost of program services for all other participants borne by the sending District. Administration of related services and speech therapy is the responsibility of the sending District. Administration of the services for limited English proficient (LEP) student is the responsibility of the sending District.

9.06 The Parties agree that the order to participate in the program and the Code of Conduct shall be incorporated into each student's case prior to admission and that no student shall be exempted from any requirement in those documents unless specifically modified by a special education IEP or section 504 Accommodation Plan. The Code of Conduct outlines staff expectations of students and proper disciplinary actions for violations.

9.07 Placement of students with disabilities who receive special education services.

1. The placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal (ARD) committee.

2. Any disciplinary action regarding a student with a disability who receives special education services that would constitute a change in placement under federal law may only occur after a manifestation determination review (MDR) has been conducted by the student's ARD committee. Any disciplinary action regarding a student with a disability who receives special education services shall be determined in accordance with federal and state law and regulations in effect at the time of the action, including the provision of functional behavioral assessments, positive behavioral interventions, strategies, and supports; behavioral intervention plans; and the MDR, as applicable.

3. The District from which the student was expelled shall, in accordance with applicable federal law, provide the administrator of the GCJJAEP or the administrator's designee with reasonable notice of the meeting of the student's ARD committee to discuss the student's expulsion. A representative of the GCJJAEP may participate in the meeting to the extent that the meeting relates to the student's placement in the GCJJAEP.

4. GCJJAEP will not schedule an orientation for an expelled special education student until an ARD committee establishes that the student may be disciplined for the behavior under review and a transfer ARD is completed.

5. Related services remain the responsibility of the sending District. GCJJAEP teachers will issue progress reports at the mid-point of each grading period and will monitor progress of IEP goals every nine weeks.

9.08 Placement of a student with a Section 504 Accommodation Plan.

1. A student who has qualified for an accommodation plan under Section 504 of the Rehabilitation Act of 1973 will receive an accommodated appropriate education at the GCJJAEP.

2. A revised accommodation plan must be received by the GCJJAEP administrator prior to scheduling an orientation for the student.

9.09 Teachers assigned to the GCJJAEP, as instructional staff who have direct contact with students, shall submit to a criminal history record check and fingerprinting in accordance with 37 T.A.C. Section 348.4(d). Employment in the GCJJAEP is contingent upon the completion and return of acceptable results of criminal history checks.

9.10 This Agreement consists of Funding Parameters, Interlocal Cooperation Agreement and Memorandum of Understanding for Juvenile Justice Alternative Education Program.

9.11 This Agreement is effective August 1, 2016 through July 31, 2017. The Parties shall use their best efforts to execute a renewal of the memorandum prior to August 1, 2017. In the absence of a revision, this document shall remain in effect until such time as the Parties, through votes of their governing bodies, determine to void, modify or repeal the entire document or any portion thereof.

This Agreement is hereby **EXECUTED IN MULTIPLE ORIGINALS (11)**, as authorized by the County of Galveston by action of Commissioners' Court on the _____ day of _____, 2016, by action of the Dickinson Independent School District Board of Trustees on the _____ day of _____, 2016, and by each of the other participating school districts by action on dates as indicated below, to be effective the 1st day of August, 2016.

GALVESTON COUNTY COMMISSIONER'S COURT

By: _____

DICKINSON INDEPENDENT SCHOOL DISTRICT
(as Fiscal Agent and as a Participating District)

By: _____

GALVESTON COUNTY JUVENILE BOARD

Date of Juvenile Board Authorization:

_____

By: _____

CLEAR CREEK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

_____

By: _____

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

_____

By: _____

GALVESTON INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

_____

By: _____

HIGH ISLAND INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

_____ By: _____

HITCHCOCK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

_____ By: _____

SANTA FE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

_____ By: _____

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

_____ By: _____

AGENDA ITEM #32.a.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317
MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789
409/948-3401
FAX 409/945-9814

Brent Richbook, Partner

Mark E. Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

August 12, 2016

Ms. Dianna Martinez
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE: **Bid on Galveston County Tax Foreclosed Resale Property**
R177772 3587-0020-0055-000
Grantee: Paul Canatella
Not Approved By Commissioner's Court

Dear Ms. Martinez,

We have received an offer on the above Tax Foreclosed Property for which the County of Galveston is the Trustee. Since the Galveston County Emergency Services District #2 (ESD #2) is not a part of the Bolivar-High Island Tax Foreclosed Property Resale Committee, this offer must be sent to all of the listed taxing entities for approval.

Please schedule this offer for consideration by the Commissioner's Court. Attached for the Commissioner's reference is a copy of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information, CAD Maps and photos.

If this offer is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed. Please have the signed Trustee's Deed returned it to us so we may submit it to the County Clerk for recording once we have the other entities approval.

If you have any questions, please give me a call.

Best regards,

Judy A. Fuller
Executive Administrative Assistant to
Mark E. Ciavaglia

JF: encls.

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Tract 55, being N 50' of S 1,720' of W 30' of Lot 20 and E 45' of Lot 19, Gilchrist Prolongation 50x75 ft.

LOCATION: 1135 Blacks Slip, Gilchrist, TX 77617

CAD ACCOUNT #:
R177772 3587-0020-0055-000

Land NHS $2,440
Imp NHS

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 02-03-15

REDEMPTION EXPIRES: EXPIRED

CAUSE # 14TX0302

STYLED: Galveston County, et al. vs. Hazel Parham aka Hazalle C. Parham

DATE DEED RECORDED:
03-06-15

RECORDING REFERENCE:
2015012926

COSTS:

GRAND TOTAL/JUDGEMENT AMT:	$ 6,551.56
STRUCK OFF FOR VALUE:	$ 2,440.00

TAX RESALE INFORMATION

BID AMOUNT: $ 2,000.00

NAME OF BIDDER: Paul Cannatella

[redacted]

RESALE OF PROPERTY

PROCEEDS DISTRIBUTION FORM

Cause Number **14TX0302** on the docket of the **212th** District Court
Galveston County, et al. vs. Hazel Parham aka Hazalle C. Parham

Property Account Number: **R177772 3587-0020-0055-000**

Legal Description: **Tract Fifty-five (55), A tract or parcel of land being 50.00 feet in width and 75.00 feet in depth, and being described more particularly by metes and bounds in the instrument recorded in Volume 2547, Page 19 in the Official Deed Records of Galveston County, Texas.**

Property Sold at Sheriff's Sale Conducted on February 3, 2015 for **$2,440.00**

Property Re-Sold to **Paul Cannatella,** [redacted] for **$2,000.00**

Proceeds Distribution

Payment of Costs Pursuant to Texas Property Tax Code §34.02	Original Amt Due At Sale	Actual Disbursement
(1) Advertising:		
to "Galveston County Sheriff's Dept." (publication costs)	$ 230.88	$ 230.88
(2) Reimbursement - Costs, Fees		
to "Galveston County Clerk" (recording fee #2015012926)	$ -	$ 30.00
(2) Attorney Ad Litem Fees		
to "MaryBeth M. Nelson" 830 Apollo, Houston, TX 77058	$ 500.00	$ 500.00
(4) Court Costs		
to "Galveston County District Clerk"	$ 550.00	$ 550.00
(5) Title Search Fees		
to "Lyn Wingert & Associates"	$ 250.00	$ 250.00
	$ 1,530.88	$ 1,560.88

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
to "COUNTY OF GALVESTON"	0.284511420	$ 1,428.44	$ 124.93
to "HIGH ISLAND INDEPENDENT SCHOOL DISTRICT"	0.713246998	$ 3,580.98	$ 313.20
to "EMERGENCT SERVICES DISTRICT #2"	0.002241582	$ 11.25	$ 0.98
Years included in Judgment - 2004-2013	Subtotal	$ 5,020.67	$ 439.12
2014-2015 PJ Taxes as of Sept 2016 $81.55			
CAD Value Land $2,440	Grand Total	$ 6,551.55	$ 2,000.00
Struck off for $2,440			

BID FORM
FOR GALVESTON COUNTY TAX FORECLOSED PROPERTY

I, (We) PAUL LANNATELLA
hereby declare and certify that:

A) I (We) are the Bidder(s) for the following properties:

CAD Property # 3587-0020-0055-000 R177772, described as follows:

TRACT 55, 50ft x 75ft, VACANT LOT AT
1135 BLACKS SLIP, GILCHRIST 77617

B) Bid Amount $ 2000.00

Enclosed is my (our) Cashier's Check or Money Order made payable to the **Linebarger Goggan Blair & Sampson, LLP** in the sum of $ 200.00 which is ten percent (10%) of my (our) bid **or** $100.00, **whichever is greater**. Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit.

C) (We) agree that the taxing entities reserve the right to reject any or all bids and to waive any formality in the bidding. No title insurance or surveys will be provided. Property is being sold "as is", "where is" and "without warranty".

D) By my signature below, I certify that I understand the condition and limitations of this sale. I understand that the "minimum bid" amount may not include other taxes which were not included in the judgment and that I will be responsible for those taxes if I am the successful bidder. I agree to indemnify the taxing entities and its agents from any action or damages arising from the purchase of this property.

E) I (We) acknowledge that neither I (We) nor the entity tending this bid owns property on which delinquent property taxes are due and owing. The term 'delinquent property taxes' is defined as ad valorem taxes on either real property or business personal property for prior tax years. I (We) acknowledge that my bid may be rejected if I (We) own property on which delinquent taxes are due and owning.

PAUL LANNATELLA
* Bidder(s) printed name

[redacted]
Bidder(s) signature

[redacted]
* Address

[redacted]
Email Address

[redacted]
* City, State, Zip Code

8/3/16
Date

[redacted]
Phone Number

*** as it will appear on the Trustee's Deed**

Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A101, Texas City, TX 77591, (866) 27
Data on this Web site represents 2016 Information, click history for values

Property Detail Sheet (R177772)

History | Plat Map | GIS Map | Datasheet | Protest

Home
General Information
News
FAQ
Searches
- Property ID Search
- Account Search
- Owner Search
- Address Search

Property Data
- Detail Sheet
- History
- Datasheet

Other
- Taxing Units
- Neighborhoods
- Abstracts
- Subdivisions
- ARB Rules
- How Property Is Apprais
- ONLINE Protest Info
- Online Protest Login
- Tax Code
- Calendar
- Property Codes
- County Tax Rates
- Legislative Updates
- Forms
- GIS Maps
- GIS Map Viewer
- GIS Shape Files
- PDF Map Index
- County Tax Office
- Texas CADs
- Employment

Owner Information

Owner ID:	O279274
Owner Name:	COUNTY-GALVESTON TR
Owner Address:	
Property Address:	1135 BLACKS SLIP GILCHRIST, TX 77617

Parcel Information

Legal Description:	ABST 64 E FRANKS TR 55 BEING N 50 FT OF S 1720 OF W 30 FT LOT 20 & E 45 LOT 19 GILCHRIST PROLONGATION 50 X 75 FT
Neighborhood:	0064(0064 - Franks, E Survey)
Acreage:	0.086
Cross Reference:	3587-0020-0055-000
Undivided Interest:	100%
Exemption Codes:	EX (Exempt Property)
Entity Codes:	GGA (Galveston County) S13 (High Island Isd) RFL (Co Road & Flood) F02 (Galv County Emergency Service #02)
Deed Type:	Sheriff's Deed
Deed Book:	
Deed Page:	2015012926
Map Page:	112-D
Links:	

Click here to view your 2016 certified values and prior history.

Land

ID	Type	SPTB	Acre	Market
Land1	RL (Residential Lot)	C9 (Exempt Vacant Lots/tracts)		*Unavailable*

Get Adobe Reader
A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available here.

Current Owner	Legal Description	Exemptions	Market
COUNTY-GALVESTON TR (O279274)	ABST 64 E FRANKS TR 55 BEING N 50 FT OF S 1720 OF W 30 FT LOT 20 & E 45 LOT 19 GILCHRIST PROLONGATION 50 X 75 FT	EX	Unavailable
		Entities	**Assessed**
		GGA, S13, RFL, F02	Unavailable

Situs Address

1135 BLACKS SLIP
GILCHRIST, TX 77617

Sales

Date	Volume	Page	Seller Name
02/03/2015	2015012926		PARHAM, HAZEL

History Information

	2016	2015	2014	2013
Imp HS	$0	$0	$0	$0
Imp NHS	$0	$0	$0	$0
Land HS	$2,440	$2,440	$2,440	$2,440
Land NHS	$0	$0	$0	$0
Ag Mkt	$0	$0	$0	$0
Ag Use	$0	$0	$0	$0
Tim Mkt	$0	$0	$0	$0
Tim Use	$0	$0	$0	$0
HS Cap	-	$0	-	-
Assessed	$2,440	$2,440	$2,440	$2,440

Building Attributes

Construction	Foundation	Exterior	Interior	Roof	Flooring
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**

Land Segments

SPTB	Description	Area	Market	Ag Value
C9	Residential Lot	3750F		

Improvements

Type	Description	Area	Year Built	Eff Year	Value

R177772 3587-0020-0055-000; Tract 55; Vacant lot at 1135 Blackslip, Gilchrist

August 12, 2016

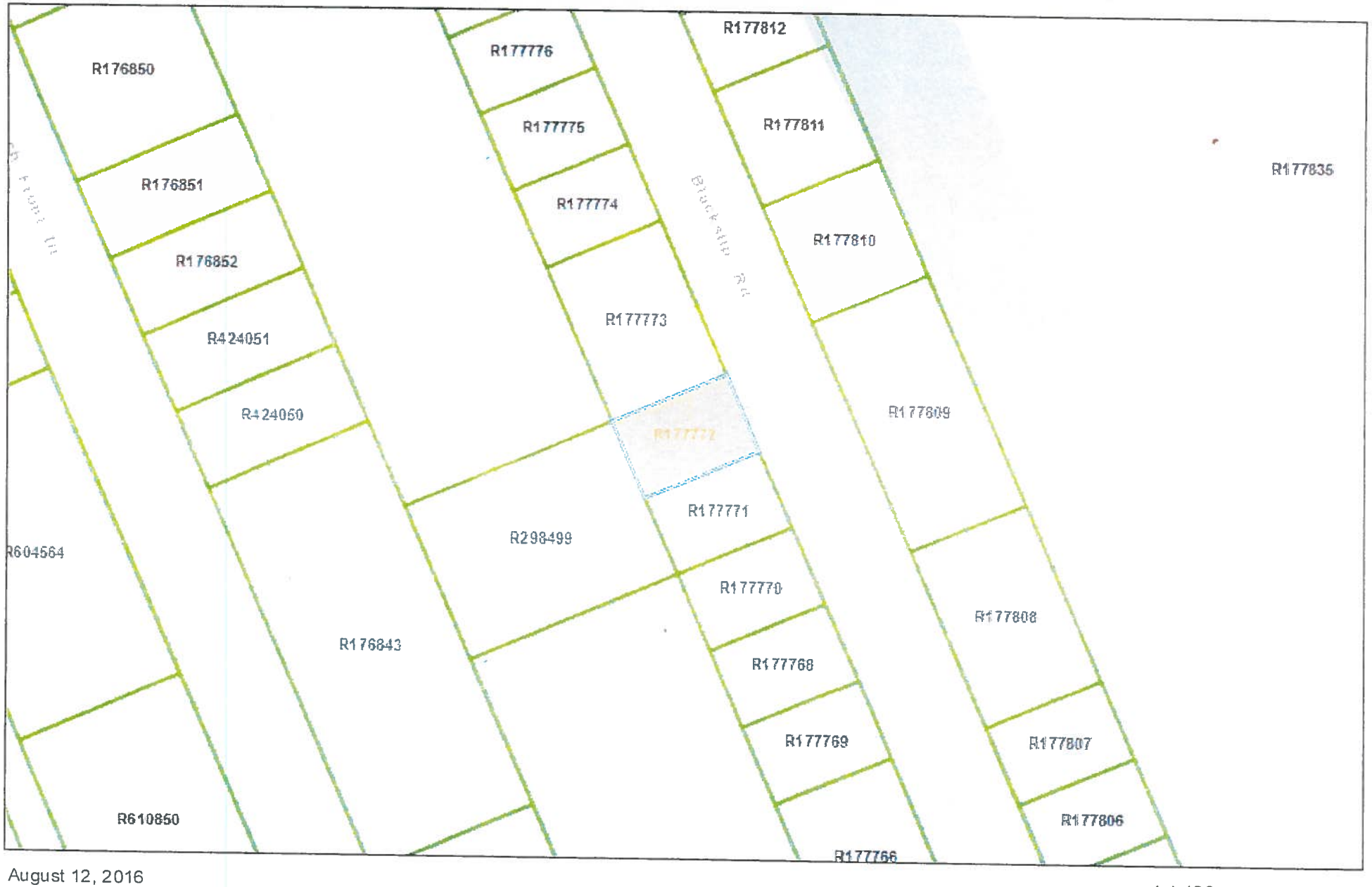
1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand)

R177772 3587-0020-0055-000; Tract 55; Vacant lot at 1135 Blackslip, Gilchrist



August 12, 2016

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand),

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRUSTEE'S DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **212th** Judicial District in Cause Numbered **14TX0302** styled "**Galveston County, et al. vs. Hazel Parham aka Hazalle C. Parham**" the Sheriff of Galveston County, on December 29, 2014, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on **February 3, 2015**, sold and conveyed the premises to **Galveston County**, as Trustee for itself and for **High Island Independent School District and Galveston County Emergency Services District #2**, for the sum of **Two Thousand Four Hundred Forty and no/100 Dollars ($2,440.00)**, it being the highest bidder therefore; and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **Two Thousand and no/100 Dollars ($2,000.00)**; and

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05(b).

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **Galveston County, High Island Independent School District and Galveston County Emergency Services District #2** as permitted under Texas Government Code §791.011; and

WHEREAS the Interlocal Agreement between **Galveston County, High Island Independent School District and Galveston County Emergency Services District #2**, provides that the County Judge of Galveston County will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement.

NOW, THEREFORE, in consideration of the sum of **Two Thousand and no/100 Dollars ($2,000.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, **Galveston County, High Island Independent School District and Galveston County Emergency Services District #2 ("GRANTOR"),** have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **Paul Cannatella**, of [redacted] ("GRANTEE"), the following described real property, to wit:

> **Tract Fifty-five (55), A tract or parcel of land being 50.00 feet in width and 75.00 feet in depth, and being described more particularly by metes and bounds in the instrument recorded in Volume 2547, Page 19 in the Official Deed Records of Galveston County, Texas.**

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code.

GRANTOR conveys the property:

a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,

b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,

c) subject to any right of redemption; and

d) subject to rights of parties in possession.

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

a) the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil and geology,

b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,

c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),

d) compliance with applicable environmental laws, rules or regulations; and

e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,

b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,

c) that any information provided with respect to the property was obtained from a variety of sources,

d) GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information; and

e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall

be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property an other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising our of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of himself and his heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, their heirs, and assigns, forever.

Taxes for the current year are to be paid by GRANTEE.

EXECUTED this the _____ day of _____, 2016.

COUNTY OF GALVESTON

By:_____
County Judge of Galveston County, Texas

HERE

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY as County Judge of Galveston County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the _____ day of _____, 2016.

_____
NOTARY PUBLIC, in and for the State of Texas

_____
Printed or Typed Name of Notary

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, their heirs, and assigns, forever.

Taxes for the current year are to be paid by GRANTEE.

EXECUTED this the _____ day of _____, 2016.

HIGH ISLAND INDEPENDENT SCHOOL DISTRICT

By:_____

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____ as _____, of High Island Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the _____ day of _____, 2016.

_____
NOTARY PUBLIC, in and for the State of Texas

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, their heirs, and assigns, forever.

Taxes for the current year are to be paid by GRANTEE.

EXECUTED this the _____ day of _____, 2016.

GALVESTON COUNTY EMERGENCY SERVICE DISTRICT #2

By:_____

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____ as _____, of Galveston County Emergency Service District #2, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the _____ day of _____, 2016.

_____
NOTARY PUBLIC, in and for the State of Texas

After recording return to:
Linebarger Goggan Blair & Sampson, LLP
P O Drawer 2789
Texas City, TX 77592-2789

AGENDA ITEM #33.a.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: August 9, 2016	2. Contract Type:	Expense:	Revenue Other	3. Renewal Contract:
4. Department Name: County Clerk | Elections Division			5. Department Contact: Bill Sargent | Mae Ross	
6. Description:	Annual Subscription for Election Management Software to improve management of election equipment inventory and the assignment, training and deployment of temporary election workers. This software was developed and supported in the USA, *which is a requirement of the recipient.*			
7. IFAS PEID No:	8. IFAS Req No:	9. Orgkey:	10. Object Code:	2103114031-5746000 Election Services Fund | Software
11. Vendor:	EasyVote Solutions 300 ParkBrooke Place Woodstock, GA 30189		12. Vendor Contract No:	
13. Requested Legal Review: Yes / No (Explain if No)				

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Election Services Fund	2103114031 - 5746000	$ ~~36,000.00~~ 35,000	20,800.00	$19,800	$19,800		
22. Totals:			20,800	19,800	19,800	-	-

To Be Completed By Purchasing Department

Contract Start Date: 8/30/16	Auto Renewal Contract: Yes / No	Bid No: N/A	
Contract End Date: 8/29/17	Contract # Issued By Purchasing: CM16257		

① No HB1295
② Dates can change
③ Vendor Packet needed, Bidcon used

Approved By:	Signature	Date
Department Head:	[signature]	8/22/2016
Purchasing Agent:	[signature]	8-23-2016
County Legal:	[signature]	08/23/2016
Contract listed in Budget Documentation YES NO		
County Budget Office:	[signature]	8/24/16
Budget Available and Funds are/will be Available YES NO		
County County Auditor:	Kristi Bulanek	8/24/16

PROJECT TIMELINE

POLLWORKER (*approximately within 2 weeks from first email – onsite visit is scheduled*)

Step 1: Initial Email, phone call, and/or web meeting – Introduction and software installation – to be scheduled within one week of receiving PO. (*This step makes an assumption that it has not already been completed from the above inventory steps.*)

Discussion points

- Introduction of Account Manager who will handle implementation and support.
- Give an overview of the EasyVote system and provide implementation guide.
- A link will be included in email to install software along with information for the IT department. Account manager will assist in helping install initial computers remotely.
- A questionnaire will be included asking questions about their poll workers, along with worksheets for importing poll worker and Precincts/Vote Centers data.
- Quickstart guides to be included for: Basic system set-up – Distribution, Security, Users, and Election Setup. These guides, along with the account manager, will help the customer configure the system.
- Account Manager will make phone calls to assist customer, review progress and schedule next web session.
- Customer and Account Manager will sign-off on Step 1, upon completion.

Step 2: Email, phone call, and/or web meeting – Election (poll worker) set-up – to be scheduled within one week of Step 1 completion.

Discussion points

- Overview of how elections and EasyPoll Worker works. Appropriate QuickStart guides will be included.
- Customer will work on election set-up.
- Account Manager will make phone calls to assist customer, review progress and schedule next web session.
- Customer and Account Manager will sign-off on Step 2, upon completion.

Step 3: Email, phone call, and/or web meeting – Set-up of poll worker master list and edit/add poll workers – to be scheduled within one week of Step 2 completion.

Discussion points

- Overview of how to set-up poll workers, add roles, skill levels, and flags. Appropriate QuickStart guides will be included.
- Customer will work on poll worker set-up.
- Account Manager will make phone calls to assist customer, review progress and schedule onsite visit.
- Customer and Account Manager will sign-off on Step 3, upon completion.

Step 4: Onsite Visit – 1-2 days onsite training, answering questions, and completing any further software installs – this only occurs after sign-off on Steps 1, 2 and 3.

- Account Manager will train specifically on Training/Class Assignment, Website, Work Assignments and Expenses.
- Customer will be walked through a mock election for setting up classes, class assignments, assigning to elections/roles and exporting expenses.
- Customer and Account Manager will sign-off on Onsite visit, upon completion.

INVENTORY (*approximately within 1 month from first email – onsite visit is scheduled*)

Step 1: Initial Email, phone call, and/or web meeting – Introduction and software installation – to be scheduled within one week of receiving PO.

Discussion points

- Introduction of Account Manager who will handle implementation and support.
- Give an overview of the EasyVote system and provide implementation guide.
- A link will be included in email to install software along with information for the IT department. Account manager will assist in helping install initial computers remotely.
- A questionnaire will be included asking questions about their inventory, along with worksheets for importing Inventory and Precincts/Vote Centers data
- Quickstart guides to be included for: basic system set-up – Distribution, Security, Users, and Election Setup. These guides, along with the Account Manager, will help the customer configure the system.
- Account Manager will make phone calls to assist customer, review progress and schedule next web session.
- Customer and Account Manager will sign-off on Step 1, upon completion.

Step 2: Email, phone call, and/or web meeting – Inventory equipment set-up and importing of inventory – to be scheduled within one week of Step 1 completion.

Discussion points

- Overview of how EasyInventory works and include any QuickStart guides for setting up inventory.
- Discuss importance of the inventory equipment tab and setting it up correctly.
- Customer will work on inventory set-up.
- Account Manager will make phone calls to assist customer, review progress and schedule next web session.
- Customer and Account Manager will sign-off on Step 2, upon completion.

Step 3: Email, phone call, and/or web meeting – Set-up of packaging and deployment – to be scheduled within one week of step 2 completion.

Discussion points

- Overview of how the EasyInventory system is used for the packaging and deployment of equipment for elections. QuickStart guides for Creating Deployment will be included.
- Account Manager will walk customer through some mock deployments via the web and then give the customer time to create their own deployments.
- Account Manager will make phone calls to assist customer, review progress and schedule onsite visit.
- Customer and Account Manager will sign-off on Step 3, upon completion.

Step 4: Onsite Visit – 1-2 days onsite training, answering questions, and completing any further software installs – this only occurs after sign-off on Steps 1, 2 and 3.

- Account Manager will train specifically on Packaging, Deployment, Chain of Custody and Return/Pick-Up – Mobile & Desktop.
- Customer will have packages (at least 5) onsite for a mock packaging and deployment to be completed.
- Customer and Account Manager will sign-off on Onsite visit, upon completion.

ESTIMATE

EST-000181

EasyVote Solutions
6400 Head Rd
Wilmington NC 28409
U.S.A

Bill To
Galveston County Clerks Office
600 59th Street

Galveston TX 77551

Estimate Date : 07/29/2016

Expiry Date : 08/29/2016

#	Item & Description	Qty	Rate	Amount
1	EasyInventory Cloud based asset management, preventative maintenance, testing, equipment packaging & deployment, and mobile capabilities for elections. Price is billed on an annual basis. Unlimited number of users.	1.00	9,900.00	9,900.00
2	EasyPollWorker Cloud based early voting worker and election day worker management system. Includes administrator and worker interfaces for easy communication, access to training tools, and reporting. Also offers mobile capabilities. Price is billed on an annual basis. Unlimited number of users.	1.00	9,900.00	9,900.00
3	Training/Implementation One time fee	1.00	1,000.00	1,000.00
			Sub Total	20,800.00
			Total	**$20,800.00**

Notes

Module pricing will remain the same as quoted during the term the software is utilized by Galveston County. Subscription will be invoiced annually on the anniversary date of the implementation.

Terms & Conditions

The customer warrants that he/she is authorized to place order on behalf of the company, accepts the terms of this agreement, authorizes EasyVote Solutions (EVS) to order the equipment or software quoted herein, install the equipment or software at the customer's location, and remit timely payment to EVS. Returns are subjects to a 20% restocking fee. Professional services, once performed, are non-refundable. Customer agrees that invoiced amounts not paid to terms will be subject to late fees of 1 and 1/2 per cent per month. All returns must be received by EVS within 30 days after shipment by EVS. All returns must be authorized by EVS.

Galveston County Election Management System.

Requirement	Included
THE OVERALL SOFTWARE:	
• Must be natively developed by the vendor providing the software specifically for elections management purposes.	Y
• 100% USA based software development and support.	Y
• Ability to create custom reports from full access to data stored within the software.	Y
• All modules should be accessible by one log in/password for all the modules.	Y
ELECTION WORKER MANAGEMENT SOFTWARE:	
• The software must include the capability to broadcast email to all election workers who are within the software system database.	Y
• Allows communication to election workers through "push" notifications (text messaging).	Y
• The system must allow functionally from mobile devices and technology (e.g., not just referring mobile users to a website). For example the software must allow a user to clock in and out of the software using a mobile device.	Y
• It must also include the ability to restrict access to assigned election workers or approved users via security functionality.	Y
• The software must include functionality to track the history of training and work experience for each election worker in the system.	Y
INVENTORY MANAGEMENT SOFTWARE:	
• The inventory module must be capable of tracking deliveries of equipment within our enterprise and to polling locations including, but not limited to, allowing delivery personnel using a mobile device to clock in when equipment is delivered or picked up for a vote center – verifying what was delivered, to what location, and at what date and time.	Y
• The inventory system should include a downloadable mobile app to track delivery trucks while in route to polling locations.	Y
• The system should include functionality to prepackage, deploy, return and track election components and equipment.	Y
• It should also allow us to track the preventative maintenance and repair record of each piece of equipment.	Y

Quotation:

Components	First Year	Annual Renewal**
PollChief® Platform Management System (PPMS) PollChief® Poll Worker Management System (PWMS) PollChief® Recruiting and Training Link (PRTL) PollChief® Asset Management System (PAMS) Worker portal mobile app	$59,280	$25,400
Site Survey mobile app Work attendance app Training attendance app		

AGENDA ITEM #34.a.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 8/23/16	2. Contract Type: Expense (Revenue) Other	3. Renewal Contract: (Yes) No
4. Department Name: District Clerk	5. Department Contact: John Kinard	
6. Description: State Case Registry and Local Customer Service Cooperative Agreement with the Office of the Attorney General		
7. IFAS PEID No: 500076 ~~126100~~	8. IFAS Req No: N/A	9. Orgkey: D.C. Child Support IV-D / 10. Object Code: [illegible]
11. Vendor: Office of the Attorney General, State of Texas	12. Vendor Contract No: 17-C0028	
13. Requested Legal Review: (Yes) No (Explain If No)		

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
D.C. Child Support IV-D	2105						
22. Totals:		-	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 9/1/16	Auto Renewal Contract: Yes / No	Bid No: N/A
Contract End Date: 8/31/18	Contract # Issued By Purchasing: CM16258	

Approved By:	Signature	Date
Department Head:	[signature] for John Kinard with permission	8/23/16
Purchasing Agent:	[signature]	8-23-16
County Legal:	[signature]	08/23/2016

Contract listed in Budget Documentation YES NO

County Budget Office: [signature] 8/24/16

Budget Available and Funds are/will be Available YES NO

2105-126100-4302030

County County Auditor: by [signature] 8/24/16

COPY

State Case Registry and Local Customer Service
Cooperative Agreement
between
The Office of the Attorney General
of the State of Texas
and
Galveston County, Texas

CONTRACT NO. 17-C0028

1. INTRODUCTION

1.1. This contract ("Contract") is entered into, by and between the Office of the Attorney General ("OAG") and Galveston County ("County"). OAG and County are referred to individually as a "Party" and collectively as the "Parties" in this Contract.

1.2. This Contract, including its attachments (all of which are made a part hereof and expressly included herein), is entered into under the authority of Texas Family Code Section 231.002 and Texas Government Code Section 791.011.

1.3. PURPOSE. County and OAG shall cooperate to:

1.3.1. Create or Update Registry-Only Case(s) on the OAG Case Management System with Child Support court order and Family Violence information.

1.3.2. Gather and enter sufficient information on the OAG Case Management System to satisfy the requirements for State Case Registry (SCR).

1.3.3. Provide quality local customer service as described in this Contract.

1.4. ACRONYMS, TERMS, AND DEFINITIONS. The following terms have the meaning set forth below. All other terms have the meaning set forth in the *Merriam Webster's Collegiate® Dictionary*, Eleventh edition.

Acronym/Term	Definition
Child Support Case	A collection of data associated with a particular child support order, court hearing, and/or request for IV-D services that typically includes data regarding a Custodial Parent (CP), Non-Custodial Parent (NCP), a Dependent(s) (DP) and/or presumed father. Every Child Support Case is stored on the OAG Case Management System and has a unique OAG Case Number, names and identifying information about its members, court order details, and payment history.
Cause Number	A unique case identifier randomly assigned by the District Clerk at the time the original petition is filed.
Custodial Parent (CP)	The person who has primary care, custody, and control of the Dependent(s).
Contract	Any contract resulting from this procurement.
Dependent	The minor or adult child who is under the primary care, custody and control of the Custodial Parent.
Federal Disallowance Percentage	The Federal Office of Child Support Enforcement (OCSE) does not reimburse OAG for Registry-Only customer service activities on Child Support Cases without wage withholding in effect. OAG calculates the percentage of customer service activities disallowed each month using the following formula: Total non-wage withheld receipts/Total receipts processed.

Acronym/Term	Definition
Full-Service (FS)	A Child Support Case for which the OAG is providing all IV-D child support services pursuant to: 1) a signed application for services submitted by a CP or NCP; 2) an automatic referral for services pursuant to a county's local rule; or 3) an automatic referral from the Health and Human Services Commission (HHSC) when a CP is certified to receive public assistance.
FVI	Family Violence Indicator
HHSC	Health and Human Services Commission
IV-D (also referred to as Title IV-D)	Title IV-D of the Social Security Act, [42 U.S.C. 651 et seq.] which requires that each state create a program to locate NCPs, to establish paternity, to establish and enforce child support obligations, and collect and distribute support payments. All recipients of public assistance (usually Temporary Assistance for Needy Families (TANF)) are referred to their state's IV-D child support program. States must also accept applications from families who do not receive public assistance, if requested, to assist in collection of child support. Title IV-D also established the Federal Office of Child Support Enforcement (OCSE).
Non-Custodial Parent (NCP)	The parent who does not have primary care, custody, or control of the Dependent(s).
OAG-CSD (also referred to as OAG)	Office of the Attorney General, Child Support Division
OAG Case Management System	A federally certified case management system for the IV-D program. Also referred as the "Texas Child Support Enforcement System" or TXCSES, T1, or T2.
Registry-Only (RO)	A case for which the IV-D services provided by the OAG are limited to recording and disbursing child support payments.
Remitter	NCPs, employers, counties, other states, other countries, other entities, individuals, responding jurisdictions, or other third parties who have forwarded a child support payment to the appropriate child support registry.
SSN	Social Security Number
Start Date of Cause	The date the judge signed the order for child support.
State Case Registry (SCR)	A federally mandated database maintained by each state that contains information on Child Support Cases established or modified after October 1, 1998.
State Disbursement Unit (SDU)	The centralized payment collection site in Texas where all child support payments are received and processed.

2. CONTRACT TERM

2.1. The Contract becomes effective on September 1, 2016 and, unless sooner terminated as provided herein, ends on August 31, 2018 (the "initial term"). The Contract shall be automatically renewed for three (3), one (1) year terms with the first one (1) year term beginning on September 1, 2018, unless one (1) party notifies the other in writing of its intention not to renew this Contract. Such renewal shall be subject to all specifications and terms and conditions of this Contract, with the sole and limited exception that the original date of termination may be extended pursuant to this provision. The parties agree to be bound, for the initial term of the Contract and for any and all renewal terms which the OAG may elect to exercise, by the terms of this Agreement, including the County performance of the within described services at the rates specified herein.

3. REQUIREMENTS

3.1. COUNTY OBLIGATIONS.

3.1.1. Confidentiality. This Contract provides for the sharing of confidential and/or sensitive information between OAG and County. In consideration of OAG providing confidential and/or sensitive information to County in order to perform Contract services, County agrees to assume responsibility for compliance with, and to work closely in cooperation with, OAG to ensure compliance with all applicable state

and federal statutory requirements for confidentiality and information security. See Section 7 INFORMATION PROTECTION PROVISIONS below for more information.

3.1.2. Customer Identification. .County shall adhere to the OAG Procedures for Customer Identification (*Attachment A*) prior to responding to an inquiry or updating case and member information.

3.1.3. State Disbursement Unit. County agrees that all court orders with child support rendered by a court on or after January 1, 1994, must direct child support payments to the SDU in accordance with Section 154.004 of the Texas Family Code and 42 USC 654b. Where County identifies a pattern of court orders from a particular court or attorney that fail to comply with Section 154.004 of the Texas Family Code and 42 USC 654b, County will notify the OAG of same.

3.1.4. State Case Registry.

3.1.4.1. County shall, in accordance with the time frames set forth in the "Timeframe Requirements" section below:

3.1.4.1.1. enter into the OAG Case Management System the "State Case Registry Complete" data listed in in the "State Case Registry Complete" section below;

3.1.4.1.2. enter into the OAG Case Management System all additional data, as described in the "Update Activities" section below, that County has obtained; and

3.1.4.1.3. update all of the above data for Child Support Cases as County receives updated information.

3.1.4.2. County may use the original court order to obtain the relevant information for entry to the OAG Case Management System or may use the "Record of Support" Form 1828 (*Attachment B*) that summarizes the relevant court-ordered child support information. Form 1828 is published on the OAG-CSD's webpage, www.texasattorneygeneral.gov, under "Child Support Forms/TAC Forms."

3.1.4.3. State Case Registry Complete.

3.1.4.3.1. The following are the minimum required data elements necessary for a Child Support Case to be considered "State Case Registry Complete":

3.1.4.3.1.1. Participant Information

- Type (Dependent, Custodial Parent, Non-Custodial Parent)
- First and Last Name
- Gender
- Social Security Number (SSN) and/or Date of Birth (DOB)
- Family Violence Indicator (FVI) (if applicable)
- Custodial Parent's Complete Address

3.1.4.3.1.2. Case and Cause Information

- Cause Number; and
- Start Date of Cause

3.1.4.4. Update Activities.

3.1.4.4.1. County shall:

3.1.4.4.1.1. update the State Case Registry data entered in accordance with the "State Case Registry Complete" section above with updated data obtained by County after the initial entry; and

3.1.4.4.1.2. enter into the OAG Case Management System additional case and/or member data to a Child Support Case as County receives such data from the Custodial Parent, Non-Custodial Parent, employer, court or attorney of record. This additional case and/or member data includes but is not limited to the following:

- Complete Address for Custodial Parent, Non-Custodial Parent, Dependent, and any other parties to the Child Support Case;
- Protective Orders;
- Order Modification Date;
- Dependent Status;
- Case Closures; and
- Jurisdictional Transfer of Court Orders.

3.1.4.5. Timeframe Requirements.

3.1.4.5.1. County shall create new Child Support Cases on the OAG Case Management System within five (5) business days from the "date received" time stamped on the Temporary or Final order indicating that the order was received by the District Clerk or Local Registry's office.

3.1.4.5.2. If a payment has been received by the SDU and a Child Support Case has not been created, County shall create a new Child Support Case on the OAG Case Management System, updating all available information, within five (5) business days from notification by the SDU.

3.1.4.5.3. County shall provide new and updated "State Case Registry Complete" data and any additional data on existing Child Support Cases within three (3) business days after receipt of the data.

3.1.4.5.4. County shall forward all misdirected child support payments to the SDU within one (1) business day of receipt and shall notify the Remitter of the correct payment address.

3.1.4.6. Protective Orders.

3.1.4.6.1. County shall update the FVI for Registry-Only Cases in the OAG Case Management System within one (1) business day after a protective order is filed.

3.1.4.6.2. County shall provide the local OAG field office with a copy of a protective order on a Full-Service Case within one (1) business day after it is filed, pursuant to TFC § 85.042(a).

3.1.4.7. New Orders for Existing Full Service Cases.

3.1.4.7.1. OAG and County will develop a mutually agreeable process to ensure that the OAG local field office has copies of new and subsequent orders on existing full service cases.

3.1.5. Local Customer Service.

3.1.5.1. County shall provide the resources necessary to accomplish allowable Customer Service Activities on Child Support Cases, as described below. County resources include, but are not limited to, personnel, office space, equipment, phones and phone lines.

3.1.5.2. Customer Service Activities.

3.1.5.2.1. Allowable Customer Service Activities must relate to the following categories:

3.1.5.2.1.1. Payment Inquiry;

3.1.5.2.1.2. Payment Research;

3.1.5.2.1.3. Employer Payment Related Calls;

3.1.5.2.1.4. OAG Payment Related Calls; and

3.1.5.2.1.5. Wage Withholding Inquiry (Employer, Custodial Parent, Non-Custodial Parent).

3.1.5.2.2. Examples of Allowable Customer Service Activities include:

3.1.5.2.2.1. Researching payments on Child Support Cases that should have been, but were not, received by OAG.

3.1.5.2.2.2. Researching disbursements on Child Support Cases that should have been, but were not, received by the Custodial Parent.

3.1.5.2.2.3. Providing payment records on Child Support Cases to the court, the guardian ad litem for the child, the Custodial Parent and Non-Custodial Parent and their attorneys, a person authorized by the Custodial Parent or Non-Custodial Parent to receive the payment history information, and a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child.

3.1.5.2.2.4. Providing a certified copy of the court order to OAG upon request without delay.

3.1.5.3. Customer Service Requirements.

3.1.5.3.1. County shall:

3.1.5.3.1.1. Respond to written inquiries within five (5) business days after receipt.

3.1.5.3.1.2. Take action on information received within three (3) business days after receipt.

3.1.5.3.1.3. Document allowable customer service activities on the OAG Case Management System.

3.1.5.3.1.4. Return phone calls within three (3) business days after receipt.

3.1.5.3.1.5. Resolve or respond to telephone inquiries within three (3) business days after receipt.

3.1.5.3.1.6. Attend to a walk in customer the same day or schedule appointment within three (3) business days after request.

3.1.5.3.1.7. Provide customers with the OAG's toll free Enterprise Customer Service Center number (800-252-8014) when needed.

3.2. INTERFACE CONTROL DOCUMENT FILE SHARING SERVICES.

3.2.1. This Section is applicable only if County exchanges interface control document ("ICD") files

3.2.2. The Parties will work to reduce the number of files exchanged, eliminate redundancy, modernize the technology, and streamline the exchange process, thus improving efficiency for all involved.

3.2.3. The OAG may, with sufficient notice to County, cease processing of any or all of the ICD's listed below.

3.2.3.1. Interface Control Document Files

3.2.3.1.1. ICD012, Full-Service and Registry-Only Collections

3.2.3.1.2. ICD013, Registry-Only Disbursement Data.

3.2.3.1.3. ICD015, Full-Service and Registry-Only Collection Adjustments.

3.2.3.1.4. ICD050, Registry-Only Case Data for Local Registries.

3.2.3.1.5. ICD035, Local Customer Service Registry Activities

3.2.3.1.5.1. County may provide the ICD035 ICD to OAG for processing in the OAG Case Management System.

3.2.3.1.5.2. At the request of OAG, County shall provide additional documentation to support the Customer Service Activity claims submitted on the ICD035. Said documentation shall be in the format designated by OAG and shall include the following data elements:

- Customer Service Date
- Customer Service Time
- Cause Number
- OAG Case ID
- Name of caller
- Caller's relationship to the case
- Description of Customer Service Activity

3.3. CHANGES TO OAG CASE MANAGEMENT SYSTEM.

3.3.1. OAG reserves the right to:

3.3.1.1. Make changes to the design of the OAG Case Management System.

3.3.1.1.1. OAG will make every effort to provide advance notice of any planned system changes that may impact the business operations or processes of County.

3.3.1.2. Make changes to OAG procedures and training material.

3.3.2. Any changes to the OAG Case Management System or OAG policy and procedures that impact the County's ability to provide Contract Services will be documented through Controlled Correspondence.

3.4. PERFORMANCE REVIEW. County shall allow OAG access to county's case management system, imaging system, and county facilities for the purpose of reviewing and inspecting county processes related to the requirements of this contract.

3.4.1. OAG and County will work together to plan for the performance review.

3.4.2. County shall complete an OAG self-assessment questionnaire prior to the review.

3.4.3. OAG and County will select a random sample of cases prior to the review.

3.4.4. OAG will review a random sample of Child Support Cases to ensure that:

3.4.4.1. All court orders, whether a Temporary Order or a Final Order that involves child support, are entered on the OAG Case Management System.

3.4.4.2. Child Support Case information is entered on the OAG Case Management System within the timeframes set forth in the "Timeframe Requirements" section above.

3.4.4.3. Child Support Case information is entered accurately on the OAG Case Management System.

3.4.4.4. Child Support Orders direct child support payments to the SDU.

3.4.5. OAG will offer assistance with contract, statutory and operational issues.

3.4.6. OAG will provide training during the performance review as needed.

3.4.7. OAG and County will review the most current list of authorized County Agents, as defined in the "Information Protection Provision", "Applicability" section of this Contract.

3.5. TRAINING.

3.5.1. Mandatory Training.

3.5.1.1. County shall ensure that, upon notification by OAG, all County staff performing Contract Services comply with mandatory OAG training requirements.

3.5.2. OAG Case Management System.

3.5.2.1. All County staff performing Contract Services must be trained on the OAG Case Management System. Upon request from County, OAG will provide training materials (Reference Guide, CD ROMs, and/or Scenario Guide) on the OAG Case Management System. Training (via phone/webinar or classroom at an OAG regional training center) will be scheduled by OAG Regional Trainers by the end of the quarter following such request. County shall be responsible for any and all travel related costs associated with this training, including, but not limited to, costs for travel, lodging, meals and per diem. County shall direct training requests to:

Larry Acevedo (or successor in office)
Office of the Attorney General
Mail Code 053
PO Box 12017
Austin, TX 78711-2017
Email address: CSD-TRN@texasattorneygeneral.gov

4. REMEDIES FOR UNSATISFACTORY PERFORMANCE

4.1. DETERMINATION OF UNSATISFACTORY PERFORMANCE AND CORRECTIVE ACTION.

4.1.1. Failure of County to perform Contract Services shall be considered unsatisfactory performance. Unsatisfactory performance issues shall be communicated to County in writing by the OAG Contract Manager.

4.1.2. County must provide a written response to the OAG Contract Manager within a reasonable timeframe as determined by the OAG.

4.1.3. The OAG Contract Manager will review the County's written response and supporting documentation to make a final determination.

4.1.4. Final determination of performance findings will be documented in controlled correspondence to the County. If the OAG Contract Manager issues a final determination of unsatisfactory performance, County shall provide a corrective action plan.

4.1.4.1. County's corrective action plan must be submitted to the OAG Contract Manager within fifteen (15) business days of the final determination from the OAG of unsatisfactory performance.

4.1.4.2. The corrective action plan must include a timeline for implementation and must be approved by the OAG Contract Manager.

4.2. RIGHT TO WITHHOLD PAYMENTS.

4.2.1. OAG may withhold payment in whole or in part if County fails to:

4.2.1.1. Respond to the OAG's initial correspondence regarding contract service performance issues;

4.2.1.2. Submit a corrective action plan to OAG within the specified time frame; or,

4.2.1.3. Implement the approved corrective action plan within the specified time frame.

4.2.2. If the County's performance does not return to a satisfactory status within four (4) months after implementation of the corrective action plan, OAG may withhold payments in whole or in part.

4.2.3. If the unsatisfactory status persists for a total of six (6) months after implementation of the corrective action plan, OAG may terminate this Contract (in accordance with the Termination Section below) without payment to County for any costs incurred by County from the time that OAG commenced withholding payments.

4.2.4. OAG will resume payments to County at such time as OAG finds County has complied with the provisions enumerated in the "Determination of Unsatisfactory Performance and Corrective Action" section above. The first payment after resumption shall include all costs accrued during the period in which payments were withheld.

5. FINANCIAL MATTERS

5.1. MAXIMUM LIABILITY OF THE OAG.

5.1.1. Notwithstanding any other provision of this Contract, the maximum liability of OAG under this Contract is **Sixty Thousand Dollars and No Cents ($60,000.00)**.

5.2. REIMBURSEMENT RATES.

5.2.1. Federal Share.

5.2.1.1. OAG shall be financially liable to County for the federal share of County's Contract associated cost. "Federal Share" means the portion of County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%.

5.2.2. State Case Registry.

5.2.2.1. State Case Registry Complete Fee. County agrees that the per activity fee for each Child Support Case in which County initially entered sufficient data on the OAG Case Management System to deem the case "State Case Registry Complete", as defined in the "State Case Registry Complete" section of this Contract, is $12.89.

5.2.2.2. State Case Registry Complete Update Fee. County agrees that the per activity fee for each update of State Case Registry Complete data or entry of additional information on the OAG Case Management System, pursuant to the "Update Activities" section of this Contract, on a Child Support Case previously deemed State Case Registry Complete is $4.09.

5.2.2.3. County agrees that, for the purposes of this Contract, all of County's reimbursable Contract associated State Case Registry costs for any given calendar month is equal to the Federal Share of the number of State Case Registry Complete activities during the calendar month multiplied by the State Case Registry Complete Fee plus the number of State Case Registry Complete Updates during the calendar month multiplied by the State Case Registry Complete Update Fee.

5.2.2.3.1. Thus, OAG's liability for County's Contract associated State Case Registry costs will be calculated as follows:

[(Calendar Month State Case Registry Complete activities x $12.89) + (Calendar Month State Case Registry Complete Update activities x $4.09)] x Federal Share = OAG Liability.

5.2.3. Local Customer Service.

5.2.3.1. County agrees that, for the purposes of this Contract, all of County's reimbursable Contract associated Local Customer Service costs for any given calendar month is equal to the Federal Share of number of Allowable Customer Service Activities performed on Full Service and Registry-Only Child Support Cases during the calendar month minus the number of Allowable Customer Service Activities performed on Registry-Only Cases during the calendar month multiplied by the Federal Disallowance Percentage, multiplied by a per inquiry fee of $4.12. For purpose of reference only the Federal Disallowance Percentage for SFY 2015 annualized is 22.31%.

5.2.3.1.1. Thus, OAG's liability for County's Contract associated Local Customer Service costs will be calculated as follows:

[(((Calendar Month Full Service Inquiries Handled by County Personnel + Calendar Month Registry-Only Inquiries Handled by County Personnel) – (Calendar Month Registry-Only Inquiries x Federal Disallowance Percentage)) x $4.12] x Federal Share = OAG Liability.

5.3. REIMBURSEMENT PROCESS.

5.3.1. OAG will forward a Summary and Reimbursement Voucher for any particular month's activities to County for review and approval by the 25th day of the following month.

5.3.2. If County approves the Summary and Reimbursement Voucher, County shall sign the voucher and return it to OAG for payment within ten (10) County business days after County's receipt of voucher. County's signature constitutes approval of the voucher and certification that all services provided during the period covered by the voucher are included on the voucher. OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments.

County shall submit the invoice via email to:

CSD-CountyInvoicing@texasattorneygeneral.gov

Or via USPS mail to:

Jamie Lala, OAG Contract Manager (or successor in office)
Mail Code 062
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

Or via facsimile to: (512) 460-6654

5.3.3. If County does not approve the Summary and Reimbursement Voucher, County shall return the voucher to OAG within ten (10) County business days after receipt of voucher, detailing the basis of any disputed item, and include supporting documentation. OAG shall review the returned voucher. If the dispute is resolved in County's favor, OAG shall make payment as set forth in the preceding subsection. If the dispute is not resolved in County's favor, OAG shall make payment in accordance with the voucher originally sent to County and forward a letter of explanation to County.

5.4. LIMITATION OF OAG LIABILITY.

5.4.1. OAG shall be liable only for Contract associated costs incurred after commencement of this Contract and before termination of this Contract.

5.4.2. OAG may decline to reimburse costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.

5.4.3. County shall refund to OAG within thirty (30) calendar days any sum of money which has been paid to County which OAG and County agree has resulted in an overpayment to County, provided that such sums may be offset and deducted from any amount owing but unpaid to County.

5.4.4. OAG shall not be liable for reimbursing County if County fails to comply with the requirements of the "State Case Registry" and "Local Customer Service" sections above.

5.4.5. OAG shall not be liable for reimbursing County for any activity currently eligible for reimbursement as of right without the necessity for a prior existing contract e.g., sheriff/processor fees. Nor shall OAG be liable for reimbursing County for any activities eligible for reimbursement under another contract or Cooperative Agreement with OAG e.g., customer service related to cases in the same County's Integrated Child Support System ("ICSS") caseload, when County has an ICSS contract with OAG. Nor shall OAG be liable for reimbursing County for information correcting erroneous information previously provided by County.

5.5. AUDIT AND INVESTIGATION.

5.5.1. County understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. County further agrees to cooperate fully with the State Auditor's office or its successor in the conduct of the audit or investigation, including providing all records requested. County shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through County and the requirement to cooperate is included in any subcontract it awards.

5.6. FINANCIAL TERMS.

5.6.1. Buy Texas. In accordance with §2155.4441, Texas Government Code, County shall, in performing any services under this Contract, purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time to products and materials produced outside Texas.

5.6.2. Legislative Appropriations. All obligations of OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement. The parties acknowledge that the ability of the OAG to make payments under this contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively "Strategies"). The parties acknowledge that funds are not specifically appropriated for this contract and the OAG's continual ability to make payments under this Contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available. The parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate this Contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to County of any such

termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the contract requirements, prior to the effective date of termination.

5.6.3. Provision of Funding by the United States. It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, OAG shall promptly notify County of such fact in writing. Upon such occurrence, OAG shall discontinue payment hereunder.

5.6.4. Antitrust and Assignment of Claims. Pursuant to 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq., County affirms that it has not violated the Texas antitrust laws or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. County hereby assigns to OAG any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq.

6. CONTRACT MANAGEMENT

6.1. CONTROLLED CORRESPONDENCE.

6.1.1. In order to track and document requests for decisions and/or information pertaining to this Contract, and the subsequent response to those requests, OAG and County shall use Controlled Correspondence. OAG shall manage the Controlled Correspondence for this Contract. For each Controlled Correspondence document, OAG shall assign a tracking number and the document shall be signed by the appropriate Party's Contract Manager.

6.1.2. Controlled Correspondence shall not be used to change pricing or alter the terms of this Contract. Controlled Correspondence shall not be the basis of a claim for equitable adjustment of pricing. Any changes that involve the pricing or the terms of this Contract must be by a Contract amendment. However, the Controlled Correspondence process may be used to document refinements and interpretations of the provisions of this Contract and to document the cost impacts of proposed changes.

6.1.3. Controlled Correspondence documents shall be maintained by both parties in on-going logs. Any communication not generated in accordance with such process shall not be binding upon the parties and shall be of no effect.

6.2. NOTICES.

6.2.1. Written Notice Delivery. Any notice required or permitted to be given under this Contract by one (1) party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

6.2.1.1. County Address. The address of County for all purposes under this Contract and for all notices hereunder shall be:

The Honorable John D. Kinard (or successor in office)
Galveston County District Clerk
600 59th St Suite 4001
Galveston, TX 77551-2388

6.2.1.2. OAG Address. The address of OAG for all purposes under this Contract and for all notices hereunder shall be:

Mara Flanagan Friesen (or successor in office)
Deputy Attorney General for Child Support (IV-D Director)
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

With copies to:

Clayton Richter (or successor in office)
Managing Attorney,
Policy, Legal and Program Operations
Transactional Attorneys
PO Box 12017 (Mail Code 044)
Austin, TX 78711-2017

6.3. CONTRACT MANAGERS.

6.3.1. OAG Contract Manager. The OAG Contract Manager is:

Jamie Lala (or successor in office)
CSD-Government Contracts
Office of the Attorney General
PO Box 12017 (Mail Code 062)
Austin, TX 78711
Email adress: jamie.lala@texasattorneygeneral.gov
Phone: (512) 460-6768

6.3.1.1. Any changes to the above assignment shall be documented by Controlled Correspondence. The OAG Contract Manager has the authority to:

- sign Controlled Correspondence
- serve as the day-to-day point of contact
- coordinate quality control reviews
- approve invoices
- coordinate meetings with the County
- investigate complaints

6.3.1.2. The OAG Contract Manager shall have no authority to agree to any:

- Contract amendment
- pricing change

6.3.2. County Contract Manager. Unless otherwise notified by County, OAG shall consider the District Clerk, Domestic Relations Office Director or Local Registry's office manager as County Contract Manager.

6.3.2.1. Any changes to this assignment shall be documented by Controlled Correspondence. The County's Contract Manager has the authority to:

- make decisions regarding the deliverables required by this Contract
- sign Controlled Correspondence
- serve as the day to day point of contact
- coordinate quality control reviews
- coordinate meetings with the OAG
- investigate complaints

6.4. SUBCONTRACTING.

6.4.1. It is contemplated by the parties hereto that County shall conduct the performances provided by this contract substantially with its own resources and through the services of its own staff. In the event that County should determine that it is necessary or expedient to subcontract for any of the performances specified herein, County shall subcontract for such performances only after County has transmitted to the OAG a true copy of the subcontract County proposes to execute with a subcontractor and has obtained the OAG's written approval for subcontracting the subject performances in advance of executing a subcontract. County, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG is in no manner liable to any subcontractor(s) of County. In no event shall this provision relieve County of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this procurement.

6.5. NO ASSIGNMENT BY COUNTY.

6.5.1. County will not assign its rights under this contract or delegate the performance of its duties under this contract without prior written approval from the OAG. Notwithstanding anything to the contrary in the Texas Business Organizations Code or any other Texas or other state statute a merger shall not act to cause the assumption, by the surviving entity or entities, of this Contract and/or its associated rights and duties without the prior written approval of the OAG. The term "merger" as used in this Section includes, without limitation, the combining of two corporations into a single surviving corporation, the combining of two existing corporations to form a third newly created corporation; or the combining of a corporation with another form of business organization.

6.6. REPORTING FRAUD, WASTE, OR ABUSE.

6.6.1. County must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one (1) of the following listed entities:

- the Contract Manager;
- the Deputy Director for Contract Operations, Child Support Division;
- the Deputy Director, Child Support Division;
- the Director, Child Support Division;
- the OAG Ethics Advisor;
- the OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (866-552-7937) or the FWAPP E-mailbox (FWAPP@texasattorneygeneral.gov); and
- the State Auditor's Office hotline for fraud (1-800-892-8348).

6.6.2. The report of suspected misconduct shall include (if known):

- the specific suspected misconduct;
- the names of the individual(s)/entity(ies) involved;
- the date(s)/location(s) of the alleged activity(ies);
- the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and
- any documents which tend to support the allegations.

6.6.3. The words fraud, waste or abuse as used in this Section have the following meanings:

- Fraud is the use of one's position for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.
- Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
- Abuse is the misuse of one's position, title or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

6.7. COOPERATION WITH THE OAG.

6.7.1. County must ensure that it cooperates with OAG and other state or federal administrative agencies, at no charge to the OAG, for purposes relating to the administration of this Contract. County agrees to reasonably cooperate with and work with the OAG's contractors, subcontractors, and third party representatives as requested by the OAG.

6.8. DISPUTE RESOLUTION PROCESS FOR COUNTY BREACH OF CONTRACT CLAIM.

6.8.1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by OAG and County to attempt to resolve any claim for breach of contract made by County.

6.8.2. A claim for breach of Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, County shall submit written notice, as required by subchapter B, to the Deputy Attorney General for Child Support (IV-D Director), Office of the Attorney General, PO Box 12017 (Mail Code 033), Austin, Texas 78711-2017. The notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the parties otherwise entitled to notice. Compliance with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

6.8.3. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by OAG if the parties are unable to resolve their disputes under the negotiation process.

6.8.4. Compliance with the contested case process is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by OAG nor any other conduct of any representative of OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.

6.8.5. The submission, processing and resolution of a claim for breach of contract is governed by the published rules adopted by OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

6.8.6. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by County, in whole or in part.

7. INFORMATION PROTECTION PROVISIONS

7.1. GENERAL.

7.1.1. Survival of Provisions.

7.1.1.1. Perpetual Survival and Severability

7.1.1.1.1. OAG rights and privileges applicable to OAG Data shall survive expiration or any termination of this contract, and shall be perpetual.

7.1.1.1.2. As an exception to the foregoing perpetual survival, if certain OAG Data become publicly known and made generally available through no action or inaction of County, then County may use such publicly known OAG Data to the same extent as any other member of the public.

7.1.1.1.3. If any term or provision of this contract, including these Information Protection Provisions, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this contract, including these Information Protection Provisions, shall remain in full force and effect and such term or provision shall be deemed to be deleted.

7.1.2. Applicability.

7.1.2.1. References in the Information Protection Provisions.

7.1.2.1.1. All references to "OAG" shall mean the Office of the Attorney General.

7.1.2.1.2. All references to "OAG-CSD ISO" shall mean the Office of the Attorney General-Child Support Division Information Security Officer.

7.1.2.1.3. All references to "County" shall mean {business name and address}.

7.1.2.1.4. All references to "County's Agents" shall mean County's officials, employees, agents, consultants, subcontractors, and representatives, and all other persons that perform Contract Services on County's behalf.

7.1.2.1.5. All references to "Contract Services" shall include activities within the scope of the executed contract.

7.1.2.1.6. All references to "OAG Data" shall mean all data and information (i) originated by OAG or, (ii) which County accesses from OAG information systems. This contract requires County to retrieve data from the courts and other sources and create data within the Texas Child Support Enforcement System. OAG Data does not include data and information originated by County in the performance of its statutory responsibilities. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. However, data that is publicly known and generally available to the public is not subject to these Information Protection Provisions.

7.1.2.1.7. All references to "OAG Customers" shall mean any person or entity that delivers, receives, accesses, or uses OAG Data.

7.1.2.1.8. The term "Security Incident" means an occurrence or event where the confidentiality, integrity or availability of OAG Data may have been compromised and includes, without limitation, a failure by County to perform its obligations under section 7.2, Data Security, and section 7.3, PHYSICAL AND SYSTEM SECURITY, subsections below.

7.1.2.2. Inclusion in all Subcontracts.

7.1.2.2.1. The requirements of these Information Protection Provisions shall be included in, and apply to, all subcontracts and any agreements County has with anyone performing Contract Services on County's behalf.

7.1.2.3. Third Parties.

7.1.2.3.1. This contract is between County and OAG, and is not intended to create any independent cause of action by any third party, individual, or entity against OAG or County.

7.1.3. Termination for Non-Compliance.

7.1.3.1. In the event that either County or County's Agent fails to comply with any of the Information Protection provisions, OAG may exercise any remedy, including immediate termination of this contract.

7.1.4. Personnel Briefings Training and Acknowledgments.

7.1.4.1. County shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, restricted usage, and instructions requiring their awareness and compliance. County's Agents shall only be granted access to OAG Systems after they have received all required security training and have executed all required security agreements, acknowledgments, and certifications.

7.1.4.2. County shall ensure that all County personnel having access to OAG Data receive annual reorientation sessions when offered by OAG and all County personnel that perform or are assigned to perform Contract Services shall re-execute, and/or renew their acceptance of, all applicable security documents to ensure that they remain current regarding all security requirements.

7.1.5. Key Person Dependence or Collusion. County shall protect against any key-person dependence or collusion by enforcing policies of separation of duties, restricted job responsibilities, audit logging, and job rotation.

7.2. DATA SECURITY.

7.2.1. Rights in OAG Data.

7.2.1.1. County and County's Agents possess no special right to access, use or disclose OAG Data as a result of County's contractual or fiduciary relationship with OAG. As between OAG and County, all OAG Data shall be considered the property of OAG and shall be deemed confidential. County hereby irrevocably assigns, transfers, and conveys, and shall cause County's Agents to irrevocably assign, transfer, and convey to OAG without further consideration all of its and their right title and interest to OAG Data. Upon request by OAG, County shall execute and deliver and shall cause County's Agents to execute and deliver to OAG any documents that may be necessary or desirable under any law to preserve or enable OAG to enforce its rights with respect to OAG Data.

7.2.2. Use of OAG Data.

7.2.2.1. OAG Data have been, or will be, provided to County and County's Agents solely for use in connection with providing the Contract Services. Re-use of OAG Data in any form is not permitted. County agrees that it will not access, use or disclose OAG Data for any purpose not necessary for the performance of its duties under this contract. Without OAG's approval (in its sole discretion), neither County nor County's Agents shall: (i) use OAG Data other than in connection with providing the Contract Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Data to third parties, including any local, state, or Federal legislative body; (iii) commercially exploit OAG Data or allow OAG Data to be commercially exploited; or (iv) create, distribute, or use any electronic or hard copy mailing list of OAG Customers for purposes other than in connection with providing the Contract Services. However, nothing in this contract is intended to restrict County from performing its other authorized duties. For example, the duty to disseminate copies of court orders to requesting parties that necessarily includes data such as names and addresses.

7.2.2.2. County or County's Agents may, however, disclose OAG Data to the extent required by law or by order of a court or governmental agency; provided that County shall give OAG, and shall cause County's Agents to give OAG, notice as soon as it or they are aware of the requirement; and use its or their best efforts to cooperate with OAG if OAG wishes to obtain a protective order or otherwise protect the confidentiality of such OAG Data. OAG reserves the right to obtain a protective order or otherwise protect the confidentiality of OAG Data.

7.2.2.3. In the event of any unauthorized disclosure or loss of OAG Data, County shall immediately comply with the Notice subsection of the Security Incidents subsection set forth below.

7.2.3. Statutory, Regulatory and Policy Compliance.

7.2.3.1. County agrees to comply with all OAG policies, standards and requirements, state and federal statutes, rules, regulations, and standards regarding the protection and confidentiality of OAG Data, for which it has received written notice, as currently effective, subsequently enacted or as may be amended. The existing requirements that are applicable to County's obligations under this contract are included in this Contract.

7.2.4. Data Retention and Destruction.

7.2.4.1. Within six (6) months of contract award, County and OAG shall develop, and mutually agree upon, a detailed schedule for the retention and possible destruction of OAG Data. The schedule will be based upon the Contract Services being performed and County's limited authorization to access, use, and disclose OAG Data. Subsequent to developing and agreeing upon that schedule, County shall:

(i) Retain and destroy OAG Data in accordance with the detailed schedule for its retention and destruction; (According to OAG Data Sanitization standards)

(ii) Destroy or purge OAG Data in a manner consistent with state policy and Federal regulations for destruction of private or confidential data and in such a way so that the Data are unusable and irrecoverable;

(iii) Destroy all hard copy OAG Data by shredding to effect 5/16 inch wide or smaller strips and then either incinerating or pulping the shredded material; and

(iv) Within five (5) calendar days, excluding weekends and holidays, of destruction or purging, provide OAG with a completed OAG-Child Support Division "Certificate of Destruction for Counties and Vendors;" a copy of which is attached hereto and included herein (*Attachment C*).

7.2.4.2. In the event of contract expiration or termination for any reason, all hard-copy OAG Data shall, in accordance with the detailed retention schedule agreed to by County and OAG under Section 7.2.4 above, either be destroyed or returned to OAG. If immediate purging of all data storage components is not possible, County agrees that any OAG Data remaining in any storage component will be protected to prevent unauthorized disclosures.

7.2.4.2.1. Within twenty (20) business days of contract expiration or termination, County shall provide OAG with a signed statement detailing the nature of OAG Data retained, type of storage media, physical location(s), and any planned destruction date.

7.2.4.3. In its sole discretion, OAG may waive notification requirements or request reasonable changes to the detailed schedule for the retention and destruction of OAG Data.

7.2.5. Requests to County for Confidential or Public Information.

7.2.5.1. County and County's Agents expressly do not have any actual or implied authority to determine whether any OAG Data are public or exempted from disclosure. Tex. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. County is not authorized to respond to public information requests on behalf of the OAG. County agrees to forward to the OAG, by facsimile within one (1) business day from receipt all request(s) for information associated with the County's services under this contract. County shall forward any information requests to:

Office of the Attorney General, Public Information Coordinator
Fax (512) 494-8017
Email address: Publicrecords@texasattorneygeneral.gov

7.3. PHYSICAL AND SYSTEM SECURITY.

7.3.1. General/Administrative Protections.

7.3.1.1. At all times County shall be fully responsible to OAG for the security of the storage, processing, compilation, or transmission of all OAG Data to which it has access, and of all equipment, storage facilities, and transmission facilities on which or for which such OAG Data are stored, processed, compiled, or transmitted.

7.3.1.2. County (and County's Agents) shall develop and implement internal protection systems, including information security access lists and physical security access lists (the "access protection lists"), designed to protect OAG Data in accordance with applicable law and the provisions for Data Security, Physical Security, and Logical/Information System Protections contained in this contract. The access protection lists shall document the name and other identifying data for any individual authorized to access, use or disclose OAG Data, as well as any special conditions and limitations applicable to each authorization.

7.3.1.2.1. County shall remove individuals from or change the access rights of individuals on the applicable access protection list immediately upon such individual no longer requiring certain access. At least quarterly, OAG shall send County a list of Texas Child Support Enforcement System users and County shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized.

7.3.1.2.2. OAG shall have the right to review County's internal protection systems and access protection lists for all areas of the work site(s). OAG may, with or without cause, and without cost or liability, deny or revoke an individual's access to OAG Data and information and any of its systems. If any authorization is revoked or denied by OAG, then County shall immediately use its best efforts to assist OAG in preventing access, use or disclosure of OAG Data and County shall be given written notice of the denial.

7.3.1.2.3. OAG, in its sole discretion and without consulting County, may immediately terminate OAG system access for anyone performing services under this contract.

7.3.1.2.4. County shall immediately notify OAG Contract Manager when any person County authorized to access OAG systems is no longer authorized to have such access. This notice includes re-assigned or terminated individuals.

7.3.1.3. County's physical access security and logical access security systems must track and log all access attempts and failures. The access security systems must produce access logs on request. These logs must identify all access failures and breaches. Notwithstanding anything to the contrary in this Contract, the physical access and logical access security systems access logs for any particular calendar year must be retained for a period of seven (7) calendar years after the last calendar day of the calendar year in which they were created. Thus a log created on January 1, 2007 may be disposed of, with all other systems access logs created in 2007, on January 1, 2015. All physical access and logical access security systems logs must be stored to electronic media. Any stored log must be produced for viewing access and copying upon request of OAG within five (5) business days of the request.

7.3.1.4. County shall maintain appropriate audit trails to provide accountability for use and updates to OAG Data, charges, procedures, and performances. Audit trails maintained by County shall, at a minimum, identify the supporting documentation prepared by County to permit an audit of the system by tracing the activities of individuals through the system. County's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of OAG Data. County agrees that County's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

7.3.2. Physical Security.

7.3.2.1. The computer site and related infrastructures (e.g., information system servers, protected interface equipment, associated peripherals, communications equipment, wire closets, patch panels, etc.) must have physical security that at all times protects OAG Data against any unauthorized access to, or routine viewing of, computer devices, access devices, and printed and stored data.

7.3.2.2. Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. County shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges.

7.3.2.3. County agrees that the systems operation room (which houses network equipment, servers and other centralized processing hardware) shall be accessible only by authorized IT personnel or executive management.

7.3.2.4. In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection. This protection must include (where communication is through an external, non-organization-controlled network [e.g., the Internet]) multifactor authentication that is compliant with NIST SP 800-63, Electronic Authentication Guidance level 3 or 4.

7.3.2.5. County shall protect information systems against environmental hazards and provide appropriate environmental protection in facilities containing information systems.

7.3.3. Logical/Information System Protections.

7.3.3.1. County shall take all reasonable steps to ensure the logical security of all information systems used in the performance of this Contract, including:

(i) Independent oversight of systems administrators and programmers;
(ii) Restriction of user, operator, and administrator accounts in accordance with job duties;
(iii) Authentication of users to the operating system and application software programs;
(iv) County shall adhere to OAG-approved access methods, and the protection and use of unique identifiers such as user identifications and passwords;
(v) County shall have an authorization process for user access and privileges. Any access not granted is prohibited;
(vi) County shall maintain an access protection list that details the rights and privileges with respect to each such user;
(vii) Audit trails for user account adds, deletes, and changes, as well as, access attempts and updates to individual data records; and
(viii) Protection to prevent unauthorized processing in or changes to software, systems, and OAG Data in the production environment.

7.3.3.2. County shall implement protection for the prevention, detection and correction of processing failure, or deliberate or accidental acts that may threaten the confidentiality, availability, or integrity of OAG Data.

7.3.3.3. County shall implement counter-protection against malicious software on County's internal systems used in contract performance.

7.3.3.4. County shall ensure that relevant Security Incidents are identified, monitored, analyzed, and addressed.

7.3.3.5. County shall apply a high-level of protection toward hardening all security and critical server communications platforms and ensure that operating system versions are kept current.

7.3.3.6. County shall adhere to mutually agreed upon procedures for authorizing hardware and software changes, and for evaluation of their security impact.

7.3.3.7. County shall institute a process that provides for immediate revocation of a user's access rights and the termination of the connection between systems, if warranted by the nature of any Security Incident.

7.4. ENCRYPTION.

7.4.1. OAG Data must be encrypted while at rest on any media (e.g., USB drives, laptops, workstations, and server hard drives), in transmission, and during transport (i.e. the physical moving of media containing OAG Data). OAG Data must be encrypted using current FIPS validated cryptographic modules. OAG will specify the minimum encryption level necessary. Any change to this minimum encryption level will be communicated in writing to County by the OAG Contract Manager. County shall adhere to mutually agreed upon procedures for data transmission.

7.4.2. OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by County. County may submit, to the OAG Contract Manager, a written request for an exception to these prohibitions. A granted exception will be communicated in writing to County by the OAG Contract Manager. If OAG finds it necessary to allow storage media to be removed from a facility used by County, OAG will specify the circumstance(s) under which storage media may be removed. This prohibition does not apply to County Information Systems backup procedure.

7.5. SECURITY AUDIT.

7.5.1. Right to Audit, Investigate and Inspect.

7.5.1.1. Without notice, County shall permit, and shall require County's Agents to, permit OAG, the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States to:

(i) Monitor and observe the operations of, and to perform security investigations, audits, and reviews of the operations and records of, County and County's Agents;
(ii) Inspect its information system in order to assess security at the operating system, network, and application levels; provided, however, that such assessment shall not interfere with the daily operations of managing and running the system; and
(iii) Enter into the offices and places of business of County and County's Agents for a security inspection of the facilities and operations used in the performance of Contract Services. Specific remedial measures may be required in cases where County or County's Agents are found to be noncompliant with physical and/or data security protection.

7.5.1.2. When OAG performs any of the above monitoring, observations, and inspections, OAG will provide County with reasonable notice that conforms to standard business audit protocol. However prior notice is not always possible when such functions are performed by the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States. In those instances OAG will endeavor to provide as much notice as possible but the right to enter without notice is specifically reserved.

7.5.1.3. Any audit of documents shall be conducted at County's principal place of business and/or the location(s) of County's operations during County's normal business hours and at OAG's expense. County shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on County's premises, (or if the audit is being performed of a County's Agent, the Agent's premises, if necessary) the physical and technical support reasonably necessary for OAG auditors and inspectors to perform their work.

7.5.1.4. County shall supply to OAG and the State of Texas any data or reports rendered or available in conjunction with any security audit of County or County's Agents if those reports pertain, in whole or in part, to the Contract Services. This obligation shall extend to include any report(s) or other data generated by any security audit conducted up to one (1) year after the date of termination or expiration of the contract.

7.6. SECURITY INCIDENTS.

7.6.1. Response to Security Incidents.

7.6.1.1. County shall respond to detected Security Incidents. County shall maintain an internal incident response plan to facilitate a quick, effective and orderly response to information Security Incidents. The incident response plan should cover such topics as:

(i) Initial responders;
(ii) Containment;
(iii) Management Notification;
(iv) Documentation of Response Actions;
(v) Expeditious confirmation of system integrity;
(vi) Collection of audit trails and similar evidence;
(vii) Cause analysis;
(viii) Damage analysis and mitigation;
(ix) Internal Reporting Responsibility;
(x) External Reporting Responsibility; and
(xi) OAG Contract Manager's and OAG-CSD ISO's name, phone number and email address. *Attachment D* is County's current internal incident response plan. Any changes to this incident response plan requires OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence.

7.6.2. Notice.

7.6.2.1. Within one (1) hour of discovering or having any reason to believe that there has been, any physical, personnel, system, or OAG Data Security Incident County shall initiate risk mitigation and notify the OAG-CSD ISO and the OAG Contract Manager, by telephone and by email, of the Security Incident and the initial risk mitigation steps taken.

7.6.2.2. Within twenty-four (24) hours of the discovery, County shall conduct a preliminary risk analysis of the Security Incident; commence an investigation into the incident; and provide a written report utilizing the attached Security Incident Report (*Attachment E*) to the OAG-CSD ISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the Security Incident and the results of the preliminary risk analysis. This initial report shall include, at a minimum: nature of the incident (e.g., data loss/corruption/intrusion); cause(s); mitigation efforts; corrective actions; and estimated recovery time.

7.6.2.3. Each day thereafter until the investigation is complete, County shall:

(i) Provide the OAG-CSD ISO, or the OAG-CSD ISO's designee, with a daily oral or email report regarding the investigation status and current risk analysis; and

(ii) Confer with the OAG-CSD ISO or the OAG-CSD ISO's designee, regarding the proper course of the investigation and risk mitigation.

7.6.2.4. Whenever daily oral reports are provided, County shall provide, by close of business each Friday, an email report detailing the foregoing daily requirements.

7.6.3. Final Report.

7.6.3.1. Within five (5) business days of completing the risk analysis and investigation, County shall submit a written Final Report to the OAG-CSD ISO with a copy to the OAG Contract Manager, which shall include:

7.6.3.1.1. A detailed explanation of the cause(s) of the Security Incident;

7.6.3.1.2. A detailed description of the nature of the Security Incident, including, but not limited to, extent of intruder activity (such as files changed, edited or removed; Trojans), and the particular OAG Data affected; and

7.6.3.1.3. A specific cure for the Security Incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to OAG that states the date that County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

7.6.3.2. If the cure has not been put in place by the time the report is submitted, County shall within thirty (30) calendar days after submission of the final report, provide a certification to OAG that states: the date that County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

7.6.3.3. If County fails to provide a Final Report and Certification within forty-five (45) calendar days, or as otherwise agreed to, of the Security Incident, County agrees OAG may exercise any remedy in equity, provided by law, or identified in the contract. The exercise of any of the foregoing remedies will not constitute a termination of this contract unless OAG notifies County in writing prior to the exercise of such remedy.

7.6.4. Independent Right to Investigate.

7.6.4.1. OAG reserves the right to conduct an independent investigation of any Security Incident, and should OAG choose to do so, County shall cooperate fully, making resources, personnel and systems access available. If at all possible, OAG will provide reasonable notice to County that it is going to conduct an independent investigation.

7.7. REMEDIAL ACTION.

7.7.1. Remedies Not Exclusive and Injunctive Relief.

7.7.1.1. The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this contract, or at law or in equity. OAG's pursuit or non-pursuit of any one remedy for a Security Incident(s) does not constitute a waiver of any other remedy that OAG may have at law or equity.

7.7.1.2. If injunctive or other equitable relief is available, then County agrees that OAG shall not be required to post bond or other security as a condition of such relief.

7.7.2. Notice and Compensation to Third Parties.

7.7.2.1. In the event of a Security Incident, third-party or individual data may be compromised.

7.7.2.2. Subject to OAG review and approval, County shall provide notice of the Security Incident, with such notice to include:

(i) A brief description of what happened;
(ii) A description, to the extent possible, of the types of personal data that were involved in the security breach (e.g., full name, SSN, date of birth, home address, account number, etc.);
(iii) A brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches;
(iv) Contact procedures for those wishing to ask questions or learn additional data, including a telephone number, website, if available, and postal address; and
(v) Instructions for accessing the Consumer Protection Identity Theft section of the OAG website.

7.7.2.3. County and OAG shall mutually agree on the methodology for providing the notice required in this subsection. Neither party shall unreasonably withhold such agreement; however the notice method must comply with the notification requirements of Section 521.053, Texas Business and Commerce Code (as currently enacted or subsequently amended). Provided further that County must also comply with Section 521.053's "consumer reporting agency" notification requirements.

7.7.2.4. If County does not provide the required notice, OAG may elect to provide notice of the Security Incident. County and OAG shall mutually agree on the methodology for providing the notice. However, the notice method must comply with Section 521.053, Texas business and Commerce Code (as currently enacted or subsequently amended). Costs (excluding personnel costs) associated with providing notice shall be reimbursed to OAG by County. If County does not reimburse such cost within thirty (30) calendar days of request, OAG shall have the right to collect such cost. Additionally, OAG may collect such cost by offsetting or reducing any future payments owed to County.

7.8. COMMENCEMENT OF LEGAL ACTION.

7.8.1. County shall not commence any legal proceeding on OAG's behalf without OAG's express written consent.

8. AMENDMENT

8.1. This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of OAG and County.

9. TERMINATION OF THE CONTRACT

9.1. CONVENIENCE OF THE STATE OF TEXAS.

9.1.1. OAG reserves the right to terminate the contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice, if OAG determines that such termination is in its best interest. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the contract requirements, prior to the effective date of termination. The OAG shall have no other liability including no liability for any costs associated with the termination.

9.2. TERMINATION FOR DEFAULT/CAUSE.

9.2.1. If County fails to provide the services required under this Contract according to the provisions of this Contract, or fails to comply with any of the terms or conditions of this Contract, OAG may, upon written notice of default to County, terminate the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under this Contract.

9.2.2. OAG may exercise any other right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law or proceed by appropriate court action to enforce the provisions of this Contract, or to recover damages for the breach of any agreement being derived from this Contract. The exercise of any of the foregoing remedies will not constitute a termination of this Contract unless OAG notifies County in writing prior to the exercise of such remedy. County will remain liable for all covenants under the aforesaid agreement. County and OAG will each be responsible for the payment of its own legal fees, and other costs and expenses, including attorney's fees and court costs, incurred with respect to the enforcement of any of the remedies listed herein.

9.3. CHANGE IN FEDERAL OR STATE REQUIREMENTS.

9.3.1. If federal or state laws, rules or regulations, or other federal or state requirements or guidelines are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract and if the parties cannot agree to an amendment that would enable substantial continuation of the Contract, the parties shall be discharged from any further obligations under this Contract.

9.4. RIGHTS UPON TERMINATION.

9.4.1. In the event that this Contract is terminated for any reason, or upon its expiration, OAG shall retain ownership of all associated work products and documentation with any order that results from or is associated with this contract in whatever form that they exist.

9.5. SURVIVAL OF TERMS.

9.5.1. Termination of this Contract for any reason shall not release County from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

10. TERMS AND CONDITIONS

10.1. FEDERAL TERMS AND CONDITIONS.

10.1.1. Compliance with Law and Conforming Amendments. County shall comply with all federal and state laws, rules, regulations, requirements and guidelines applicable to County: (1) performing its obligations hereunder and to assure, with respect to its performances hereunder, that OAG is fully and completely meeting obligations imposed by all laws, rules, regulations, requirements, and guidelines upon OAG in carrying out the program of child support enforcement pursuant to Title IV, Part D, of the Social Security Act of 1935, as amended; (2) providing services to OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. The OAG reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for the OAG's or County's compliance with all applicable state and federal laws, rules, regulations, requirements and guidelines.

10.1.2. Civil Rights. County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity", and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor". County shall ensure that all subcontracts comply with the above referenced provisions.

10.1.3. Certification Regarding Debarment, Suspension, Ineligibility, and Exclusion from Participation in Contracts. County certifies by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this transaction by any federal department or agency. The certification requirement of this provision shall be included in all subcontracts.

10.1.4. Records Retention. County shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in this Contract. County shall retain all such records for a period of five (5) years after the expiration of the term of this Contract, or until OAG or the United States are satisfied that all audit and litigation matters are resolved, whichever period is longer. County shall grant access to all such records to the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States (or any of their duly authorized representatives) for the purposes of inspecting, auditing, or copying such records. The requirements of this provision shall be included in all subcontracts.

10.1.5. Environmental Protection. County shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The certification requirement of this provision shall be included in all subcontracts that exceed $100,000.

10.1.6. Lobbying Disclosure. County shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. Upon execution of this Contract, County must sign the Certification Regarding Lobbying attached as *Attachment F* and return it to OAG along with the executed copy of this Contract. This certification certifies that County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal 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. It also certifies that County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL. The certification requirement of this provision shall be included in all subcontracts that exceed $100,000.

10.1.7. Certification Concerning Dealings with Public Servants. County, by signing the Agreement, certifies that it has not given nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this transaction.

10.2. GENERAL RESPONSIBILITIES.

10.2.1. Independent Contractor. This Contract shall not render County an employee, officer, or agent of the OAG for any purpose. County is and shall remain an independent contractor in relationship to the OAG. The OAG shall not be responsible for withholding taxes from payments made under this Contract. County shall have no claim against the OAG for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

10.2.2. No Implied Authority. Any authority delegated to County by OAG is limited to the terms of this Contract. County shall not rely upon implied authority and specifically is not delegated authority under this Contract to:

(1) Make public policy;
(2) Promulgate, amend, or disregard OAG Child Support program policy; or
(3) Unilaterally communicate or negotiate, on behalf of the OAG, with any member of the U.S. Congress or any member of their staff, any member of the Texas Legislature or any member of their staff, or any federal or state agency. However, County is required to cooperate fully with OAG in communications and negotiations with federal and state agencies, as directed by the OAG.

10.2.3. Force Majeure. OAG shall not be responsible for performance of the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the OAG.

10.2.3.1. County shall not be liable to OAG for non-performance or delay in performance of a requirement under this Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of County, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

10.2.3.2. In the event of an occurrence under the preceding paragraph, County will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and County continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. County shall immediately notify the OAG Contract Manager by telephone (to be confirmed in writing within five calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

10.2.4. News Releases or Pronouncements. The OAG does not endorse any Contractor, commodity, or service. No public disclosures or news releases pertaining to this Contract shall be made without prior written approval of the OAG.

10.3. OFFSHORING. All work to be performed under this Contract shall be performed within the United States and its territories.

10.4. RIGHT OF REMOVAL. OAG expects all services under this Contract to be competently and professionally performed. County and County's subcontractor personnel and agents shall comply with all OAG policy, procedures and requirements relating to standards of conduct and shall be courteous and professional in all communications during their performance of the requirements of this Contract. Any actions deemed incompetent or unprofessional must be remedied to the satisfaction of the OAG Contract Manager. OAG reserves the right, in its sole discretion, to require the immediate removal from the performance of services under this Contract and replacement of any County and/or County subcontractor personnel and agents deemed by OAG to be discourteous, unprofessional, incompetent, careless, unsuitable or otherwise objectionable. Any replacement personnel assigned by County to perform services under this Contract must have qualifications for the assigned position that equal or exceed those of the person being replaced.

10.5. BACKGROUND REVIEWS.

10.5.1. By entering into this contract, County acknowledges that the OAG will perform background reviews, to include criminal history record information, of all County Agents before allowing a County Agent to provide contract services. Prior to allowing a county agent to provide contract services, County shall provide the OAG with a completed "New County User Access form" (See *Attachment G*) which includes:

- the County Agent's name (including any other names used);
- day time phone number;
- responsibilities under the contract;
- date of birth;
- driver license number; and
- social security number.

10.5.2. County shall provide the "Request for New County User" form via email to: CSD-CountyAccess@texasattorneygeneral.gov.

10.5.3. The term County Agent as used in this "Background Reviews" provision means: all persons who perform contract services on County's behalf including County's officials, employees, agents, consultants, subcontractors and representatives.

10.5.4. A County Agent who is a registered sex offender or has been convicted of a felony for crimes involving violence, child abuse or neglect, sexual offenses, theft or fraud may NOT perform contract services.

10.5.5. No County Agent shall commence performance of contract services or assume new responsibilities regarding contract services until OAG consents to such County Agent performing such service or new responsibility. This prohibition pertains to performance of contract services and is not intended to preclude County from continuing to engage County Agent's services for non-contract services.

10.5.6. The Child Support Division of the Office of the Texas Attorney General is the Title IV-D agency for the State of Texas. Pursuant to Texas Government Code Section 411.127 the Child Support Division has the right to obtain criminal history record information that relates to an entity who proposes to enter into a contract with or that has a contract with the Child Support Division. OAG shall have the right under this contract to perform initial and periodic detailed background reviews, to include a criminal history records check, on any of County's Agents that are assigned to provide services to OAG or are authorized to access, or are requesting access to OAG Data. OAG is prohibited from revealing the results of any criminal history records check to County.

10.5.7. County must require all County Agents to notify County of any arrest (to include the date of arrest, arresting entity, and charges) at the earliest possible opportunity but no later than the end of the first business day following an arrest. Within one (1) business day after such notification, County in turn shall notify OAG of such arrest. County must also require any County Agent who has been arrested to provide an official offense report to County as soon as possible but no later than thirty (30) calendar days after the date of the arrest. Within one (1) business day after receipt, County in turn shall provide OAG with a copy of such offense report.

10.6. NON-WAIVER OF RIGHTS. Failure of a party to require performance by another party under this Contract will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

10.7. NO WAIVER OF SOVEREIGN IMMUNITY. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY OAG, THE STATE OF TEXAS OR COUNTY OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT OAG, THE STATE OF TEXAS OR COUNTY MAY HAVE BY OPERATION OF LAW.

10.8. SEVERABILITY. If any provision of this contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

10.9. APPLICABLE LAW AND VENUE. County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Contract shall be brought in a court of competent jurisdiction in Galveston County.

10.10. ENTIRE AGREEMENT. This instrument constitutes the entire Contract between the parties hereto, and all oral or written agreements between the parties hereto relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein.

10.11. ORIGINALS AND COUNTERPARTS. This contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.12. ATTACHMENTS.

10.12.1. Attachment A: OAG Procedures for Customer Identification

10.12.2. Attachment B: Record of Support, Form 1828

10.12.3. Attachment C: Certificate of Destruction for Counties and Vendors

10.12.4. Attachment D: County's Incident Response Plan

10.12.5. Attachment E: Security Incident Report

10.12.6. Attachment F: Certification Regarding Lobbying

10.12.7. Attachment G: New County User Access form

THIS CONTRACT IS HEREBY ACCEPTED

OFFICE OF THE ATTORNEY GENERAL

Mara Flanagan Friesen
Deputy Attorney General for Child Support
(IV-D Director)

Signed Date

GALVESTON COUNTY

The Honorable Mark Henry
County Judge, Galveston County

Signed Date

ATTACHMENT A

OAG Procedures
For
Customer Identification

County shall adhere to the OAG Procedures when a request is received for member and/or case information.

Identifying Walk-In or Caller

Before updating member and/or case information, such as home address, phone number, etc., verify the caller or walk-in's identity. Ask the person for the following identifiers:

- Name
- Case Identification Number (CIN)
- Social Security Number (if CIN unavailable)
- Date of Birth
- Home address

Unidentifiable Walk-In or Caller

If there is any doubt about the caller's identity after these identifiers have been obtained, ask for the children names and date of birth.

When pertinent information is unavailable on registry-only (RO) cases, county staff are prevented from verifying a caller's identity. Once all attempts to verify the caller's identity have been exhausted, instruct the caller/walk-in to take one of the following actions in order to have the member/case information updated on OAG Case Management System:

Provide proof of identity via Mail, Fax or Email

Provide proof of identity by providing the supporting documents:

- A copy of a valid photo ID (i.e. driver's license)

Provide a scanned copy of the information to be updated:

- Bill with home address (i.e. utility bill)
- SSN card
- DOB
- Name change – photo ID with new name

ATTACHMENT B

Figure: 1 TAC §55.121

CHILD SUPPORT DIVISION

Record of Support

This form is used by counties to provide the record of support data needed by the state case registry as required by the Texas Family Code § 105.008. (Counties may use the TXCSES Web Portal to provide this information in lieu of completing this form.) Send the completed form to the State Case Registry/County Contact Team by fax 877-924-6872, e-mail csd-sdu@texasattorneygeneral.gov , or mail to TxCSDU, P.O. Box 659400, San Antonio, TX 78265.

Order Information

County Name:	Court Number:	Cause Number:
Attorney General Case Number:	Date of Hearing:	Order Sign Date:
Order Type:	☐ New Order	☐ Modified Order
Payment Location:	☐ SDU ☐ County	☐ Other

Obligee/Custodial Parent Information

☐ Family Violence Protection (FV) *(Check if individual below is a victim of family violence)*

Name:	Date of Birth:	Social Security Number:	
Address:	City:	State:	Zip:
Sex: ☐ Male ☐ Female	Driver's License Number:		
Home Phone:	Work Phone:	Cell Phone:	Relationship to Child(ren):
Employer Name:			
Address:	City:	State:	Zip:

Obligor/Non-Custodial Parent Information

☐ Family Violence Protection (FV) *(Check if individual below is a victim of family violence)*

Name:	Date of Birth:	Social Security Number:	
Address:	City:	State:	Zip:
Sex: ☐ Male ☐ Female	Driver's License Number:		
Home Phone:	Work Phone:	Cell Phone:	Relationship to Child(ren):
Employer Name:			
Address:	City:	State:	Zip:

ATTACHMENT B

Figure: 1 TAC §55.121

CHILD SUPPORT DIVISION

Dependent Information			
☐ Family Violence Protection (FV) *(Check if dependent below is a victim of family violence)*			
Name:	Sex: ☐ Male ☐ Female	Date of Birth:	Social Security Number:
☐ Family Violence Protection (FV) *(Check if dependent below is a victim of family violence)*			
Name:	Sex: ☐ Male ☐ Female	Date of Birth:	Social Security Number:
☐ Family Violence Protection (FV) *(Check if dependent below is a victim of family violence)*			
Name:	Sex: ☐ Male ☐ Female	Date of Birth:	Social Security Number:
☐ Family Violence Protection (FV) *(Check if dependent below is a victim of family violence)*			
Name:	Sex: ☐ Male ☐ Female	Date of Birth:	Social Security Number:
Attach additional forms if there are more children for this cause			

Attorney Information			
Obligee Attorney:	Phone:	Obligor Attorney:	Phone:

Form prepared by: _____ Phone: _____ Date: _____

ATTACHMENT C

Office of the Attorney General – Child Support Division
Certificate of Destruction for Contractors and Vendors

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf

Contact Name	Title	Company Name and Address	Phone

You may attach an inventory of the media if needed for bulk media disposition or destruction.

Media Type				Media Title / Document Name
	HARD COPY		ELECTRONIC	
Media Description (Paper, Microfilm, Computer Media, Tapes, etc.)				
Dates of Records				

Document / Record Tracking Number	OAG Item Number	Make / Model	Serial Number

Item Sanitization		CLEAR	Who Completed?		Who Verified?	
		PURGE	Phone		Phone	
		DESTROY	DATE Completed			

Sanitization Method and/or Product Used →	

Final Disposition of Media		Reused Internally			Destruction / Disposal
		Reused Externally			Returned to Manufacturer
		Other:			

Comments:

If any OAG Data is **retained**, indicate the type of storage media, physical locations(s), and any planned destruction date.

Description of OAG Data Retained and Retention Requirements:

Proposed method of destruction for OAG approval:	Type of storage media?	
	Physical location?	
	Planned destruction date?	

Within five (5) days of destruction or purging, provide the OAG with a signed statement containing the date of clearing, purging or destruction, description of OAG data cleared, purged or destroyed and the method(s) used.

Authorized approval has been received for the destruction of media identified above and has met all OAG Records Retention Schedule requirements including state, federal and/or internal audit requirements and is not pending any open records requests.

Records Destroyed by:		Records Destruction Verified by:	
Signature	Date	Signature	Date

Be sure to enter name and contact info for who completed the data destruction and who verified data destruction in the fields above.

Send the signed Certificate of Destruction to:

OAG: Child Support Division, Information Security Office, PO Box 12017, Austin, TX 78711-2017

GP Revised: 09-02-15

Office of the Attorney General – Child Support Division
Certificate of Destruction for Contractors and Vendors

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf

IRS Publication 1075 directs us to the FISMA requirements and NIST guidelines for sanitization and disposition of media used for federal tax information **(FTI)**. These guidelines are also required for sensitive or confidential information that may include personally identifiable information **(PII)** or protected health information **(PHI)**. NIST 800-88, Appendix A contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types. This appendix is to be used with the decision flow chart provided in NIST 800-88, Section 5.

There are two primary types of media in common use:

- **Hard Copy**. Hard copy media is physical representations of information. Paper printouts, printer and facsimile ribbons, drums, and platens are all examples of hard copy media.
- **Electronic (or soft copy).** Electronic media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, memory devices, phones, mobile computing devices, networking equipment, and many other types listed in NIST SP 800-88, Appendix A.

1. For media being reused within your organization, use the **CLEAR** procedure for the appropriate type of media. Then validate the media is cleared and document the media status and disposition.

2. For media to be reused outside your organization or if leaving your organization for any reason, use the PURGE procedure for the appropriate type of media. Then validate the media is purged and document the media status and disposition. Note that some **PURGE** techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable.

3. For media that will not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.

4. For media that has been damaged (i.e. crashed drive) and can not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.

5. If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures. Within twenty (20) business days of contract expiration or termination, provide OAG with a signed statement detailing the nature of OAG data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for OAG approval.

6. Send the signed Certificate of Destruction to:

OAG: Child Support Division
Information Security Office
PO Box 12017
Austin, TX 78711-2017

FAX to: 512-460-6070

or send as an email attachment to:

Arthur.Cantrell@texasattorneygeneral.gov

Final Distribution of Certificate	Original to:	Arthur Cantrell, Information Security Officer 512-460-6061
	Copy to:	1. Your Company Records Management Liaison - or - Information Security Officer 2. CSD Contract Manager

ATTACHMENT D

Galveston County
Incident Response Plan

Adopted Date: 9/1/16

Overview

This Incident Response Plan is designed to provide general guidance to county staff, both technical and managerial, to:

- enable quick and efficient recovery in the event of security incidents which may threaten the confidentiality of OAG Data;
- respond in a systematic manner to incidents and carry out all necessary steps to handle an incident;
- prevent or minimize disruption of mission-critical services; and,
- minimize loss or theft of confidential data.

The plan identifies and describes the roles and responsibilities of the Incident Response Team and outlines steps to take upon discovery of unauthorized access to confidential data. The Incident Response Team is responsible for putting the Plan into action.

Incident Response Team

The Incident Response Team is established to provide a quick, effective and orderly response to any threat to confidential data. The Team's mission is to prevent a serious loss of information assets or public confidence by providing an immediate, effective and skillful response to any unexpected event involving computer information systems, networks or databases. The Team is responsible for investigating suspected security incidents in a timely manner and reporting findings to management and the appropriate authorities.

ATTACHMENT D

Incident Response Team Roles and Responsibilities

Position	Roles and Responsibilities
Chief Information Security Officer (CISO)	Immediately report incident directly to OAG CISO and OAG Contract Manager Determine nature and scope of the incident Contact members of the Incident Response Team Determine which Team members play an active role in the investigation Escalate to executive management as appropriate Contact other departments as appropriate Monitor and report progress of investigation to OAG CISO Ensure evidence gathering and preservation is appropriate Prepare and provide a written summary of the incident and corrective action taken to OAG CISO
Information Technology Operations Center	Central point of contact for all computer incidents Notify CISO to activate Incident Response Team
Information Privacy Office	Document the types of personal information that may have been breached Provide guidance throughout the investigation on issues relating to privacy of customer and employee personal information Assist in developing appropriate communication to impacted parties Assess the need to change privacy policies, procedures and/or practices as a result of the breach
Network Architecture	Analyze network traffic for signs of external attack Run tracing tool and event loggers Look for signs of firewall breach Contact external internet service provider for assistance as appropriate Take necessary action to block traffic from suspected intruder Prepare Incident Containment Report, as appropriate, and forward to County CISO
Operating Systems Architecture	Ensure all service packs and patches are current on mission-critical computers Ensure backups are in place for all critical systems Examine system logs of critical systems for unusual activity Prepare Incident Containment Report, as appropriate, and forward to County CISO
Business Applications	Monitor business applications and services for signs of attack Review audit logs of mission-critical servers for signs of suspicious activity Contact the Information Technology Operations Center with any information relating to a suspected breach Collect pertinent information regarding the incident at the request of the CISO
Internal Auditing	Review systems to ensure compliance with information security policy and controls Perform appropriate audit test work to ensure mission-critical systems are current with service packs and patches Report any system control gaps to management for corrective action Prepare Incident Eradication Report and forward to County CISO

ATTACHMENT D

Incident Contact List

OAG Contact Information

Position	Name	Phone Number	Email address
OAG Information Security Officer	Arthur Cantrell	512-460-6061	arthur.cantrell@texasattorneygeneral.gov
OAG Contract Manager	Jamie Lala	512-460-6768	jamie.lala@texasattorneygeneral.gov

County Contact Information

Position	Name	Phone Number	Email address
Chief of Information Security Officer	I.T. Director of Galveston County	(409) 770-5409	
County Contract Manager	" "		
Information Technology Operations Center	" "		
Information Privacy Office	" "		
Network Architecture	" "		
Operating Systems Architecture	" "		
Business Applications	" "		
Internal Auditing	" "		

CHILD SUPPORT DIVISION

ATTACHMENT E

SECURITY INCIDENT REPORT

For Contractors or Vendors

To immediately report an incident please contact:

Arthur Cantrell
OAG-CS Information Security Officer
Arthur.Cantrell@texasattorneygeneral.gov
Office (512) 460-6061
Fax (512) 460-6850

Instructions: Each Contractor or business partner (Contractor) is required to provide timely reporting of security incidents to the Office of the Attorney General, Child Support Division (OAG-CS) Information Security Officer (ISO). Together, the Contractor and OAG-CS ISO will assess the significance and criticality of a security incident based on the business impact to affected resources and the current and potential effect of the incident (*e.g., loss of access to services, revenue, productivity, reputation; unauthorized disclosure of confidential or private information; loss of data or network integrity; or propagation to other networks*).

Depending on the criticality of the incident, it will not always be feasible to gather all the information prior to reporting to OAG-CS. In such cases, incident response teams should make an initial report and then continue to report information to the OAG-CS daily until the incident has been resolved and the OAG-CS ISO has closed the incident. All security incident reports provided to OAG-CS will be classified and handled as Confidential per *Chapter 2059.055 Texas Government Code (TGC)* and *Chapter 552.139 Texas Business and Commerce Code (TB&CC)*.

1. Contact Information	
Company Name:	
Full Name:	
Job Title:	
Division or office:	
Work phone:	
Mobile phone:	
E-mail address:	
Fax number:	

Additional contact information: (e.g., subject matter experts; incident response team members)

Area of Specialty	Name	Email	Phone #

CHILD SUPPORT DIVISION

ATTACHMENT E

SECURITY INCIDENT REPORT

For Contractors or Vendors

2. Type of Incident *(Check all that apply)*	
☐ Account compromise *(e.g., lost password)* ☐ Denial of service *(including distributed)* ☐ Malicious code *(e.g., virus, worm, Trojan)* ☐ Misuse of systems *(e.g., acceptable use)* ☐ Reconnaissance *(e.g., scanning, probing)*	☐ Social engineering *(e.g., phishing, scams)* ☐ Technical vulnerability *(e.g., 0-day attacks)* ☐ Theft/loss of equipment/media/document ☐ Unauthorized access *(e.g., systems, devices)* ☐ Unknown/Other *(Please describe below)*
Description of incident:	

3. Scope of Incident *(Check one)*	
☐ Critical *(e.g., affects public safety or Federal/State/Individual confidential or private information)* ☐ High *(e.g., affects Contractor's entire network or critical business or mission systems)* ☐ Medium *(e.g., affects Contractor's network infrastructure, servers, or admin accounts)* ☐ Low *(e.g., affects Contractor's workstations or standard user accounts only)* ☐ Unknown/Other *(Please describe below)*	
Estimated number of systems affected: *(e.g., workstations, servers, mainframes, applications, switches, routers)*	
Estimated number of users and/or customers affected:	
Third-parties involved or affected: *(e.g., vendors, contractors, partners)*	
Additional scope information:	

4. Impact of Incident *(Check all that apply)*	
☐ Loss of access to services ☐ Loss of productivity ☐ Loss of revenue ☐ Loss of reputation	☐ Propagation to other networks ☐ Unauthorized disclosure of data/information ☐ Unauthorized modification of data/information ☐ Unknown/Other *(Please describe below)*
Estimated total cost incurred: *(e.g., cost to contain incident, restore systems, notify data owners, notify customers, credit monitoring fees, fines)*	

CHILD SUPPORT DIVISION

SECURITY INCIDENT REPORT

For Contractors or Vendors

Additional impact information:

5. Sensitivity of Affected Data/Information *(Check all that apply)*	
☐ Confidential/Sensitive/IRS data/info ☐ Financial data/info ☐ Non-sensitive data/info ☐ Publicly available data/info	☐ Personally identifiable information (PII/PHI) ☐ Intellectual property/copyrighted data/info ☐ Critical infrastructure/Key resources ☐ Unknown/Other *(Please describe below)*
Quantity of data/information affected: *(e.g., file sizes, number of records)*	
Describe the data and/or information that may have been compromised:	

6. Users and/or Customers Affected by Incident *(Provide as much detail as possible)*			
Number of affected **Users**		Number of affected **Customers**	
User Name	User Job Title	System access levels or rights of affected users: *(e.g., regular user, domain administrator, root)*	
Additional User and/or Customer details:			

7. Systems Affected by Incident *(Provide as much detail as possible)*	
Attack sources *(e.g., IP address, port)*:	
Attack destinations *(e.g., IP address, port)*:	
IP addresses of affected systems:	
Domain names of affected systems:	
Primary functions of affected systems: *(e.g., web server, domain controller)*	
Operating systems of affected systems: *(e.g., version, service pack, configuration)*	
Patch level of affected systems: *(e.g., latest patches loaded, hotfixes)*	

CHILD SUPPORT DIVISION

SECURITY INCIDENT REPORT

For Contractors or Vendors

Security software loaded on affect systems: *(e.g., anti-virus, anti-spyware, firewall, versions, date of latest definitions)*	
Physical location of affected systems: *(e.g., state, city, building, room, desk)*	
Additional system details:	

8. Remediation of Incident *(Provide as much detail as possible – include dates)*	
Actions taken by Contractor to identify affected resources:	
Actions taken by Contractor to contain & investigate incident:	
Actions taken by Contractor to remediate incident:	
Actions taken by Contractor to verify successful remediation: (e.g., perform vulnerability scan, code review, system tests)	
Actions planned by Contractor to prevent similar incidents: *(provide timeline)*	
Additional remediation details:	

9. Timeline of Incident *(Provide as much detail as possible)*	
a. Date and time when Contractor first detected, discovered, or was notified about the incident:	
b. Date and time when the actual incident occurred: *(estimation if exact date and time unknown)*	
c. Date and time when the incident was contained, or when all affected systems or functions were restored: *(use whichever date and time is later)*	
d. Elapsed time between the incident and discovery: *(e.g., difference between a. and b. above)*	
e. Elapsed time between the discovery and restoration: *(e.g., difference between a. and c. above)*	

CHILD SUPPORT DIVISION

ATTACHMENT E

SECURITY INCIDENT REPORT

For Contractors or Vendors

Detailed incident timeline:		
Date	Time	Event/Action/Comment

10. Miscellaneous / Lessons Learned *(Provide any other relevant information)*

11. List of Attachments *(Include the name and date of each attachment)*

Please submit the completed form, attachments and all updates to:

Arthur Cantrell
OAG-CS Information Security Officer
Mail Code 033-1
5500 E. Oltorf : P.O. Box 12017
Austin, TX 78741 : Austin, TX 78711-2017
Office (512) 460-6061
Fax (512) 460-6850
Arthur.Cantrell@texasattorneygeneral.gov

***PLEASE NOTE:**

- All Security Incident Reporting Forms and accompanying documentation must be transmitted to OAG-CS in a safe and secure manner.
- **Please encrypt all documents prior to transmission.**
- Please contact the ISO via phone to coordinate your fax transmission or decryption password.

OAG will contact the **TIGTA** and the **IRS** immediately, but no later than 24-hours after the identification of a possible issue involving FTI. OAG should not wait to conduct an internal investigation to determine if FTI was involved. If FTI may have been involved, OAG must contact **TIGTA** and the **IRS** immediately. **TIGTA contact for Texas: 972-308-1400** (Dallas).

If criminal action is suspected (e.g., violations of *Chapter 33, Penal Code, Computer Crimes*, or *Chapter 33A, Penal Code, Telecommunications Crimes*) the Contractor is also responsible for contacting the appropriate law enforcement and investigative authorities.

ATTACHMENT F

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 office 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 sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of 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.

_____
(Respondent Signature)

_____
(Respondent Printed Name)

_____
(Respondent Title)

_____
(Date)

_____
(Organization)

ATTACHMENT G

CHILD SUPPORT DIVISION

Request for New County User

A criminal background review will be conducted prior to providing access to TXCSES systems. This form must be completed and returned to CSD-CountyAccess@texasattorneygeneral.gov before access can be granted.

Employee Name: _____

Other Names (i.e. maiden, etc.) _____

_____

County: _____

Daytime Phone Number: _____

Responsibilities under the contract: _____

Date of Birth: _____

Driver's License Number: _____

Social Security Number: _____

_____
Supervisor's Signature

_____
Date

_____
Title

Rev: 7/2016

AGENDA ITEM #35.a.

FY17 Options for Consideration

Version 08/19/2016

BOON-CHAPMAN

OPTIONS	Effective Date	VOTE

A. ACA FEES

(1) **TRANSITIONAL REINSURANCE FEE (Actual):** **$27.00** /Covered Lives = **$ 57,033** Due by 01/15/2017

(2) **PCORI FEE (Estimated):** **$2.50** /Covered Lives = **$ 6,317** Due by 07/31/2017

B. HEALTHCARE BLUEBOOK

January 1, 2017 ☐ Yes ☐ No

A program allowing members to seek out the most cost effective place to have their services rendered. (Estimated cost = $1.75 PEPM or $23,000/annually; plus an average of $6 PEPY or $6,600 annually on rewards = **Cost $29,600**)

C. RX COPAYMENTS

Savings = $35,000 annually

January 1, 2017 ☐ Yes ☐ No

Increase RX Copayments as follows:

	Base Plan		Buy-Up/Med Supp Plan		HDHP Plan	
	Current	Proposed	Current	Proposed	Current	Proposed
Up to 30 days supply...	Deductible Waived		Deductible Waived		After Deductible	
Generic	$12	No Change	$12	No Change	$10	No Change
Brand/GA	$40	No Change	$40	$45	$35	No Change
Brand/NGA	$55	No Change	$55	$60	$45	No Change
Specialty/10% up to-	$125	No Change	$125	$130	$100	No Change
31-60 days supply...						
Generic	$24	No Change	$24	No Change	$20	No Change
Brand/GA	$80	No Change	$80	$90	$70	No Change
Brand/NGA	$110	No Change	$110	$120	$90	No Change
61-90 days supply...						
Generic	$30	No Change	$30	No Change	$25	No Change
Brand/GA	$100	No Change	$100	$115	$88	No Change
Brand/NGA	$135	No Change	$135	$150	$112	No Change

D. ROUTINE COLONOSCOPIES

Cost = $75,000 annually

January 1, 2017 ☐ Yes ☐ No

Cover routine colonoscopies at 100% no deductible in accordance with USPSTF recommendations.

E. CONTRIBUTION OPTIONS

Increased FY17 Revenue = $218,779

(1) **County:** Increase the County contribution to the Medical Plans from $535 to $545 PEPM as shown in Exhibit A. **October 1, 2016** ☐ Yes ☐ No

(2) **Employee:** Increase the employees' contributions to the Medical Plans as shown in Exhibit A. **January 1, 2017** ☐ Yes ☐ No

FY17 Options for Consideration

Version 08/19/2016

CareHere!

OPTIONS	VOTE

A. **CareHere - Salary Increases:** **October 1, 2016** ☐ Yes ☐ No

Change : The following annual salary increases are being requested for the CareHere staff:

(1)	D. Weaver MD (GV)	$1,072	
(2)	G.Castro (646)	$316	
(3)	D.Beeler (GV)	$423	
(4)	L.Evans (TC)	$351	
(5)	R.Lewis (GV)	$423	
(6)	S.Salazar (TC)	$437	
	Annual Total Increase:	**$3,022**	***County's estimated portion***

GALVESTON COUNTY

EXHIBIT A

BOON-CHAPMAN

As of 08/19/2016

Proposed 2016-2017 Monthly Contribution Rates

County Increase Effective 10/01/15; Employee Increase Effective 01/01/16

Based on May 2016 Participation

--County at $545 PEPM--

MEDICAL PLAN	NO HRA #	NO HRA Current	NO HRA Proposed	NO HRA Increase	NO HRA %	NON-NICOTINE USERS #	NON-NICOTINE USERS Current	NON-NICOTINE USERS Proposed	NON-NICOTINE USERS Increase	NON-NICOTINE USERS %	NICOTINE USERS #	NICOTINE USERS Current	NICOTINE USERS Proposed	NICOTINE USERS Increase	NICOTINE USERS %	COUNTY CONTRIBUTION Current	COUNTY CONTRIBUTION Proposed	COUNTY CONTRIBUTION Increase	COUNTY CONTRIBUTION %	GFHP % of Total	GFHP Change
	Maximum Increase to TOTAL Rate for Non-Compliance with HRA (employee only)										*Increase on TOTAL Rate for Nicotine Users (employee only)*										
HDHP PLAN (Non-Grandfathered)		=	30%									=	20%								
ACTIVES & <65 RETIREES																					
Employee Only	-	$212.50	$218.10	$5.60	2.6%	33	$40.00	$42.00	$2.00	5.0%	4	$155.00	$159.40	$4.40	2.8%	$ 535.00	$ 545.00	$10.00	1.9%	N/A	N/A
Employee & Spouse	-	$357.50	$363.10	$5.60	1.6%	3	$185.00	$187.00	$2.00	1.1%	-	$300.00	$304.40	$4.40	1.5%	$ 535.00	$ 545.00	$10.00	1.9%	N/A	N/A
Employee & Child(ren)	-	$297.50	$303.10	$5.60	1.9%	4	$125.00	$127.00	$2.00	1.6%	-	$240.00	$244.40	$4.40	1.8%	$ 535.00	$ 545.00	$10.00	1.9%	N/A	N/A
Employee & Family	-	$427.50	$433.10	$5.60	1.3%	5	$255.00	$257.00	$2.00	0.8%	1	$370.00	$374.40	$4.40	1.2%	$ 535.00	$ 545.00	$10.00	1.9%	N/A	N/A
Total	**-**					**45**					**5**										
BASE PLAN																					
ACTIVES & <65 RETIREES																					
Employee Only	2	$272.30	$279.20	$6.90	2.5%	231	$86.00	$89.00	$3.00	3.5%	22	$210.20	$215.80	$5.60	2.7%	$ 535.00	$ 545.00	$10.00	1.9%	86%	-0.8%
Employee & Spouse	-	$419.30	$426.20	$6.90	1.6%	27	$233.00	$236.00	$3.00	1.3%	2	$357.20	$362.80	$5.60	1.6%	$ 535.00	$ 545.00	$10.00	1.9%	70%	-0.6%
Employee & Child(ren)	-	$372.30	$379.20	$6.90	1.9%	62	$186.00	$189.00	$3.00	1.6%	3	$310.20	$315.80	$5.60	1.8%	$ 535.00	$ 545.00	$10.00	1.9%	74%	-0.7%
Employee & Family	-	$503.30	$510.20	$6.90	1.4%	34	$317.00	$320.00	$3.00	0.9%	7	$441.20	$446.80	$5.60	1.3%	$ 535.00	$ 545.00	$10.00	1.9%	63%	-0.5%
Total	**2**					**354**					**34**										
BUY-UP PLAN																					
ACTIVES & <65 RETIREES																					
Employee Only	-	$421.80	$431.30	$9.50	2.3%	295	$201.00	$206.00	$5.00	2.5%	24	$348.20	$356.20	$8.00	2.3%	$ 535.00	$ 545.00	$10.00	1.9%	73%	-5.1%
Employee & Spouse	-	$569.80	$584.30	$14.50	2.5%	97	$349.00	$359.00	$10.00	2.9%	11	$496.20	$509.20	$13.00	2.6%	$ 535.00	$ 545.00	$10.00	1.9%	60%	-5.3%
Employee & Child(ren)	-	$545.80	$559.30	$13.50	2.5%	98	$325.00	$334.00	$9.00	2.8%	12	$472.20	$484.20	$12.00	2.5%	$ 535.00	$ 545.00	$10.00	1.9%	62%	-5.2%
Employee & Family	-	$715.80	$734.30	$18.50	2.6%	124	$495.00	$509.00	$14.00	2.8%	5	$642.20	$659.20	$17.00	2.6%	$ 535.00	$ 545.00	$10.00	1.9%	52%	-5.3%
Total	**-**					**614**					**52**										
TOTALS COUNTS	**2**					**1,013**					**91**					**1,106**					
ANNUALLY FUNDING		**$6,535**	**$6,701**	**$166**	**2.5%**		**$3,060,213**	**$3,137,155**	**$76,942**	**2.5%**		**$396,482**	**$405,799**	**$9,317**	**2.3%**	**$8,911,332**	**$9,065,292**	**$153,960**	**1.7%**		
% of Total Funding		**0.1%**	**0.1%**				**24.7%**	**24.9%**				**3.2%**	**3.2%**			**72.0%**	**71.9%**				

GRAND TOTAL - ANNUALIZED FUNDING	**$12,374,563**	**$12,614,947**	**$240,385**	**1.9%**
Employee Rates Eff 1/1/17 (9 months)			$64,819	
County Rates Eff 10/1/16 (12 months)			$153,960	
FY17 Total Budget Impact			**$218,779**	

AGENDA ITEM #36.a.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 08/19/2016	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: Yes (No)
4. Department Name: Information Technology	5. Department Contact: Winson James	
6. Description:	EMC Isilon X210 to increase data, server, and file storage for employees and departments of the County.	
7. IFAS PEID No: 703255	8. IFAS Req No: CR608007	9. Orgkey: 3100159109 / 10. Object Code: 5745000
11. Vendor: Unique Digital Inc.	12. Vendor Contract No:	
13. Requested Legal Review: Yes / No (Explain if No)		

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Technology Hardware	5745000	* 260,000 ~~$200,513.99~~	$244,254.88				
22. Totals:		~~$200,513.99~~	$244,254.88	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 8/30/16	Auto Renewal Contract: Yes / No	Bid No: B16/017
Contract End Date: 8/29/19	Contract # Issued By Purchasing: CM16200	Form 1295 Certificate #: 2016-89667

Approved By:	Signature	Date
~~Department Head:~~	J Kelly	8/19/2016
Purchasing Agent:		8-23-2016
County Legal:		08/22/2016

Contract listed in Budget Documentation: YES NO

County Budget Office: 8/23/16

Budget Available and Funds are/will be Available: YES NO

County County Auditor: by Kristi Blank 8/23/2016

*BA to be prepared for the 08/30/16 CC mtg.

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 12-Aug-2016

Deliver To : INFORMATION TECHNOLOGY

Date Required : 12-Aug-2016

Quantity	Unit	Description	Unit Price	Total	Rvcd.		Paid
		ISILON X210-PRODUCTION					
3	EA	ISILON- X210-SATA-S29; X210-33T+800G SSD/48G/2X10	$ 72,703.00	$ 218,109.00			
		GE 2X1GE					
5	EA	ISILON- 800-0012; PWRCRD, 2, IEC320 C14-C13, 208V	$ 49.00	$ 245.00			
		UNIVERSAL					
6	EA	ISILON- 851-0209; CABLE, IB QDR, QSFP-QSFP, 3M	$ 225.00	$ 1,350.00			
3	EA	ISILON- 851-0099; 2 SFP+ OPTICS KIT- 10GBE	$ 498.00	$ 1,494.00			
2	EA	ISILON- 851-0167; MELLANOX 8 PORT QDR SWITCH	$ 5,634.00	$ 11,268.00			
3	EA	ISILON- 200-0263-CF; ENTERPRISE-SYNCIQ (TIER 3)	$ 6,615.00	$ 19,845.00			
		=ID					
3	EA	ISILON- 200-0261-CF; ENTERPRISE-SNAPSHOTIQ	$ 3,885.00	$ 11,655.00			
		(TIER 3)=ID					
3	EA	ISILON- 612-0028; 48GB RAM (NEXT GEN)	$ -	$ -			
3	EA	ISILON- 613-0008; 10GBE DUAL-PORT SFP WITHOUT	$ -	$ -			
		OPTICS					
3	EA	ISILON- 611-0139; 33TB+800GBE SSD/3.5IN	$ -	$ -			
1	EA	ISILON- OSINT-ESRS; ZERO DOLLAR ERSE INSTALL	$ -	$ -			
1	EA	ISILON- M-PREHWI-001; PREMIUM HARDWARE	$ 73,666.08	$ 73,666.08			
		SUPPORT- 3 YEARS					
1	EA	ISILON- M-PRESWI-001; PREMIUM SOFTWARE	$ 17,010.36	$ 17,010.36			
		SUPPORT- 3 YEARS					
		SUPERNA EYEGLASS					
3	EA	EYEGLASS- EGL-ENT-NODE-LIC; SEL EYEGLASS DR	$ 565.00	$ 1,695.00			
		MANAGER ENTERPRISE VAPP					
3	EA	EYEGLASS- EGL-ENT-NODE-3Y; SEL MAINT	$ 471.00	$ 1,413.00			
		EYEGLASS DR MANAGER ENT- 3 YEARS					
		** CONTINUED ON NEXT PAGE ** (1)					

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed and that requirements are not requested in a manner to avoid competitive bidding process

MMIT
~~DHIT~~

ITSO _____ Init/Date

Charge to a/c : 3100159109 5745000

CR# 608007

Suggested Vendor : UNIQUE DIGITAL TECHNOLOGY INC

Vendors Contacted:
#1
#2
#3

I have this date order the above material or services from vendor: 703255

Purchase Order Number:

Date emailed to vendor:

Date emailed to AP:

Date approved in One Solution:

PURCHASING AGENT

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY Date : 12-Aug-2016

Deliver To : INFORMATION TECHNOLOGY Date Required : 12-Aug-2016

Quantity	Unit	Description	Unit Price	Total	Rvcd.		Paid
		ISILON X210-DR					
3	EA	ISILON- X210-SATA-S29; X210-33T+800G SSD/48G/2X10	$ 72,703.00	$ 218,109.00			
		GE 2X1GE					
5	EA	ISILON- 800-0012; PWRCRD, 2, IEC320 C14-C13, 208V	$ 49.00	$ 245.00			
		UNIVERSAL					
6	EA	ISILON- 851-0209; CABLE, IB QDR, QSFP-QSFP, 3M	$ 225.00	$ 1,350.00			
3	EA	ISILON- 851-0099; 2 SFP+ OPTICS KIT- 10GBE	$ 498.00	$ 1,494.00			
2	EA	ISILON- 851-0167; MELLANOX 8 PORT QDR SWITCH	$ 5,634.00	$ 11,268.00			
3	EA	ISILON- 200-0263-CF; ENTERPRISE-SYNCIQ (TIER 3)	$ 6,615.00	$ 19,845.00			
		=ID					
3	EA	ISILON- 200-0261-CF; ENTERPRISE-SNAPSHOTIQ	$ 3,885.00	$ 11,655.00			
		(TIER 3)=ID					
3	EA	ISILON- 612-0028; 48GB RAM (NEXT GEN)	$ -	$ -			
3	EA	ISILON- 613-0008; 10GBE DUAL-PORT SFP WITHOUT	$ -	$ -			
		OPTICS					
3	EA	ISILON- 611-0139; 33TB+800GBE SSD/3.5IN	$ -	$ -			
1	EA	ISILON- OSINT-ESRS; ZERO DOLLAR ERSE INSTALL	$ -	$ -			
1	EA	ISILON- M-PREHWI-001; PREMIUM HARDWARE	$ 73,666.08	$ 73,666.08			
		SUPPORT- 3 YEARS					
1	EA	ISILON- M-PRESWI-001; PREMIUM SOFTWARE	$ 17,010.36	$ 17,010.36			
		SUPPORT- 3 YEARS					
		SUPERNA EYEGLASS					
3	EA	EYEGLASS- EGL-ENT-NODE-LIC; SEL EYEGLASS DR	$ 565.00	$ 1,695.00			
		MANAGER ENTERPRISE VAPP					
3	EA	EYEGLASS- EGL-ENT-NODE-3Y; SEL MAINT	$ 471.00	$ 1,413.00			
		EYEGLASS DR MANAGER ENT- 3 YEARS					
		** CONTINUED ON NEXT PAGE ** (2)					

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process

MMIT
~~DHIT~~

ITSO _____ Init/Date

Charge to a/c : 3100159109 5745000

CR#

Suggested Vendor : UNIQUE DIGITAL TECHNOLOGY INC

Vendors Contacted:
#1
#2
#3

I have this date order the above material or services from vendor: 703255

Purchase Order Number:

Date emailed to vendor:

Date emailed to AP:

Date approved in One Solution:

PURCHASING AGENT

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY Date :

Deliver To : INFORMATION TECHNOLOGY Date Required :

Quantity	Unit	Description	Unit Price	Total	Rvcd.		Paid
		PROFESSIONAL SERVICES					
2	EA	PROFESSIONAL SERVICES- UDI-PS-ISL-X210; UNIQUE	$ 3,000.00	$ 6,000.00			
		DIGITAL INSTALLATION & CONFIGURATION OF					
		ISILON X210; INSTALLATION TO INCLUDE SYSTEM					
		BURN-IN, PRECONFIGURATION, RACK AND STACK,					
		SETUP AND CONFIGURATION OF 3-NODE CLUSTER,					
		ONEFS, CREATION OF FILE STRUCTURE (UP TO 30					
		DIRECTORIES/SUB-DIRECTORIES); INFINIBAND					
		NETWORKING (SINGLE OR REDUNDANT),					
		INSTALLATION OF INSIGHTIQ; DOES NOT INCLUDE					
		DATA MIGRATION OR ADVANCED FEATURE					
		FUNCTIONALITY					
2		PROFESSIONAL SERVICES- UDI-PS-ISL-SNAPIQ;	$ 750.00	$ 1,500.00			
		UNIQUE DIGITAL INSTALLATION AND					
		CONFIGURATION OF ISILON					
		SNAPSHOTIQ; INSTALLATION TO INCLUDE					
		CONFIGURATION OF UP TO 5 DIRECTORIES FOR					
		SNAPSHOTS AND UP TO 5 SNAPSHOT SCHEDULES					
		ON A SINGLE ISILON CLUSTER					
2	EA	PROFESSIONAL SERVICES-UNIQUE DIGITAL	$ 1,750.00	$ 3,500.00			
		INSTALLATION & CONFIGURATION OF ISILON					
		SYNCIQ; INSTALLATION TO INCLUDE UP TO 5					
		SYNCIQ JOBS INCLUDES SUPERNA EYEGLASS					
		SETUP					
		** CONTINUE ON NEXT PAGE (3) **					

I certify the above are required for discharge of my official duties and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate sequential and/or components of the item(s) listed and that requirements are not requested in a manner to avoid competitive bidding process

MMIT
~~DHIT~~

ITSO _____ Init/Date

Charge to a/c : 3100159109 5745000

CR#

Suggested Vendor : UNIQUE DIGITAL TECHNOLOGY INC

Vendors Contacted:
#1
#2
#3

I have this date order the above material or services from vendor: 703255

Purchase Order Number:

Date emailed to vendor:

Date emailed to AP:

Date approved in One Solution:

PURCHASING AGENT

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date :

Deliver To : INFORMATION TECHNOLOGY

Date Required :

Quantity	Unit	Description	Unit Price	Total	Rvcd.		Paid
1	EA	PROFESSIONAL SERVICES- UDI-PS-DATA MIGRATION	$ 12,000.00	$ 12,000.00			
		SERVICES; MIGRATION INCLUDED FOR 20TB OF					
		DATA FORM EXISTING VNX TO NEW ISILON CLUSTER					
		DISCOUNTS					
1	EA	DISCOUNT- UDI-DISC; UNIQUE DIGITAL CUSTOMER	$ (495,146.00)	$ (495,146.00)			
		DISCOUNT					
1	EA	SHIPPING	$ 900.00	$ 900.00			
		TOTAL		*$ 244,254.88*			
		REQUESTED BY: DARREN WITHERS					
		QUOTE NUMBER: GALVESTONCO_060116_ISILON_X210					
		FOR: EMC ISILON X210 TO INCREASE DATA,					
		SERVER, AND FILE STORAGE FOR EMPLOYEES AND					
		DEPARTMENTS OF THE COUNTY					

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process

MMIT

~~DHIT~~

ITSO _____ Init/Date

Charge to a/c : 3100159109 5745000

CR#

Suggested Vendor : UNIQUE DIGITAL TECHNOLOGY INC

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from vendor: 703255

Purchase Order Number:

Date emailed to vendor:

Date emailed to AP:

Date approved in One Solution:

PURCHASING AGENT

Information Technology Department

5WH– EMC Isilon X210 (Storage)

CAR Form Description (Goes on Agenda):

Increase data / server / file storage for employees and departments of the County

Note: Don't forget to included "Submitted by I.T. on behalf of....." in the above text.

What: To purchase new EMC Isilon X210 storage units.

Who: All Departments benefit. Increased network storage for files, servers, databases, etc.

Where: Primary Data Center and Secondary Data Center

When: As soon as possible

Why: Files for databases, servers, employees H Drives, and network drives such as the W drive continue to grow exponentially Additional space is needed.

How: Procure from: UDI

Item / Description	Quantity	Units	Total $
Isilon X210 Production hardware and services	1		
Isilon X210 DR hardware and services	1		
			$244,254.88

Total $

Submitting documents / info: See Attached

Charge to account: 3100159109 5745000

Submitted by: Darren Withers **Date:** 7/2616

Approved by: **Date:** / / 2016

IT Director / Assistant IT Director

GALESTON COUNTY EMC Isilon Implementation

1. *Project Overview*

This Unique Digital Statement of Work (SOW) details the EMC Isilon Implementation service with data migration offering. This service offering helps customers accelerate the realization of EMC Isilon technology and time to value for Isilon clusters. In addition, the service provides project management and implementation design according to the customer's business needs. *REF QUOTE # GalvestonCo_060116_Isilon_X210*

2. *Project Scope*

2.1 *Services*

Unique Digital personnel shall work closely with the customer's staff to perform the services specified below, subject to the customer satisfying the "Customer Responsibilities" detailed in this SOW.

- Meet with the customer to ensure that the environment and operational implementation requirements (hardware, software, and infrastructure) are met by the customer, and provides the customer with a list of required or beneficial updates
- Plan and estimate a schedule for the installation and/or configuration tasks for the services
- Perform Unique Digital project management:
    - Manage Unique Digital resources assigned to the project
    - Work with the customer-assigned single point of contact to coordinate project tasks and the resources assigned to complete said tasks
    - Act as the single point of contact for all project communication and escalations
    - Conduct a kick-off meeting to review the project scope, expectations, communication plans, and availability of required resources
    - Coordinate project closeout, review, and signoff
- Gather the information necessary to perform the installation and implementation
- Confirm with the customer that the site is ready for Isilon implementation
- Pre-Stage:
    - Check for hardware failures
    - Perform OVT check on each node
    - Upgrade to latest code if needed
- Installation:
    - Rack nodes and switches in purchased rack
    - Create cluster using customer provided information
    - Install purchased licenses:
        - Set up SmartConnect
        - Set up Snapshots
        - Set up Quotas
        - Install InsightIQ
        - Data Migration 20TB

- Configure authentication servers (single authentication service)
- Set up shares/exports
- Install the agreed upon version of OneFS®, if necessary
- Configure one or more of the following features:
  - Set I/O optimization (pre-fetching: random, concurrency, streaming)
  - Set the global data protection level
  - Configure network settings activities such as:
    - Licenses and configures SmartConnect™ Advanced
  - Configure a single authentication method/directory service activities such as:
    - Active Directory
    - LDAP
    - (Other, such as, local or NIS.)
  - Configure monitoring activities such as:
    - SupportIQ
    - Email alerts
    - SNMP
- Configure up to five CIFS shares, NFS exports, or combination thereof
- Set the NDMP configuration (cluster side only)
- Migrate data from existing VNX systems 20TB

- After all the Isilon services have been implemented, Unique Digital will provide basic knowledge transfer to the customer

Professional Services	
UDI-PS-ISL-X210 Unique Digital Installation & Configuration of Isilon X210; Installation to include system burn-in, preconfiguration, rack and stack, setup and configuration of 3-node cluster, OneFS, creation of file structure (up to 30 directories/sub-directories); Infiniband networking (single or redundant), Installation of InsightIQ; Does not include data migration or advanced feature functionality	2
UDI-PS-ISL-SNAPIQ Unique Digital Installation & Configuration of Isilon SnapshotIQ; Installation to include configuration of up to 5 directories for snapshots and up to 5 snapshot schedules on a single Isilon cluster	2
UDI-PS-ISL-SNYCIQ Unique Digital Installation & Configuration of Isilon SyncIQ; Installation to include up to 5 SyncIQ jobs INCLUDES SUPERNA EYEGLASS SETUP	2
UDI-PS-DATA MIGRATION SERVICES Migration included for 20TB of data from esixting VNX to new Isilon cluster	1

2.2 *Customer Responsibilities*

- Provide at least one technical contact with system administration responsibilities and appropriate system/information access privileges

- Make appropriate system maintenance window(s) available for Unique Digital personnel as needed to prepare equipment
- Ensure that all environment, technical and operational requirements are met prior to commencement of the Services
- Provide Unique Digital personnel with access to the customer's subject matter experts, systems and networks (including, without limitation, remote systems/network access) necessary to perform the services during Unique Digital's normal business hours (or other mutually agreed upon times)
- Provide support from technical support teams for all vendors and third parties, as necessary
- Ensure that all customer data has been backed-up prior to commencement of the services. Unique Digital assumes no responsibility or liability for any loss of, loss of access to, or unrecoverable data in connection with the services
- Assume all responsibility for network connectivity, performance, and configuration issues
- Verify that the equipment location is prepared prior to the commencement of the services

2.3 *Out of Scope*

Unique Digital is responsible for performing only the Services described in this SOW. All other services are considered outside the scope of this SOW.

TERMS: Net 30

GalvestonCo_060116_Isilon_X210

Sales Executive:

Dustin Huffman

Agreed upon by (Galveston County):

(Print name)

(x)_____

Quote

Date	Quote #
1-Aug-16	GalvestonCo_060116_Isilon_X210

Bill To:
Galveston County

Ship To:
Galveston County

Sales Rep:
Dustin Huffman
Unique Digital, Inc.
10595 Westoffice Drive
Houston, TX 77042
(713) 777-0447

Item #	Description	Qty	Unit Price	Ext. Price
	Isilon X210 - Production			
1	**X210-SATA-S29** X210-33T+800G SSD/48G/2X10GE 2X1GE	3	$72,703.00	$218,109.00
2	**800-0012** PWRCRD,2,IEC320 C14-C13,208V UNIVERSAL	5	$49.00	$245.00
3	**851-0209** CABLE, IB QDR, QSFP-QSFP, 3M	6	$225.00	$1,350.00
4	**851-0099** 2 SFP+ OPTICS KIT - 10GBE	3	$498.00	$1,494.00
5	**851-0167** MELLANOX 8 PORT QDR SWITCH	2	$5,634.00	$11,268.00
6	**200-0263-CF** ENTERPRISE-SYNCIQ (TIER 3)=ID	3	$6,615.00	$19,845.00
7	**200-0261-CF** ENTERPRISE-SNAPSHOTIQ (TIER 3)=ID	3	$3,885.00	$11,655.00
8	**612-0028** 48GB RAM (NEXT GEN)	3	$0.00	$0.00
9	**613-0008** 10GBE DUAL-PORT SFP WITHOUT OPTICS	3	$0.00	$0.00
10	**611-0139** 33TB+800GB SSD/3.5IN	3	$0.00	$0.00
11	**PSINST-ESRS** ZERO DOLLAR ESRS INSTALL	1	$0.00	$0.00
12	**M-PREHWI-001** PREMIUM HARDWARE SUPPORT - 3 Years	1	$73,666.08	$73,666.08
13	**M-PRESWI-001** PREMIUM SOFTWARE SUPPORT - 3 Years	1	$17,010.36	$17,010.36
			SUBTOTAL	**$354,642.44**
	Superna Eyeglass			
14	**EGL-ENT-NODE-LIC** SEL EYEGLASS DR MANAGER ENTERPRISE VAPP	3	$565.00	$1,695.00
15	**EGL-ENT-NODE-3Y** SEL MAINT EYEGLASS DR MANAGER ENT - 3 Years	3	$471.00	$1,413.00
			SUBTOTAL	**$3,108.00**
	Isilon X210 - DR			
16	**X210-SATA-S29** X210-33T+800G SSD/48G/2X10GE 2X1GE	3	$72,703.00	$218,109.00
17	**800-0012** PWRCRD,2,IEC320 C14-C13,208V UNIVERSAL	5	$49.00	$245.00
18	**851-0209** CABLE, IB QDR, QSFP-QSFP, 3M	6	$225.00	$1,350.00

Item #	Description	Qty	Unit Price	Ext. Price
19	**851-0099** 2 SFP+ OPTICS KIT - 10GBE	3	$498.00	**$1,494.00**
20	**851-0167** MELLANOX 8 PORT QDR SWITCH	2	$5,634.00	**$11,268.00**
21	**200-0263-CF** ENTERPRISE-SYNCIQ (TIER 3)=ID	3	$6,615.00	**$19,845.00**
22	**200-0261-CF** ENTERPRISE-SNAPSHOTIQ (TIER 3)=ID	3	$3,885.00	**$11,655.00**
23	**612-0028** 48GB RAM (NEXT GEN)	3	$0.00	**$0.00**
24	**613-0008** 10GBE DUAL-PORT SFP WITHOUT OPTICS	3	$0.00	**$0.00**
25	**611-0139** 33TB+800GB SSD/3.5IN	3	$0.00	**$0.00**
26	**PSINST-ESRS** ZERO DOLLAR ESRS INSTALL	1	$0.00	**$0.00**
27	**M-PREHWI-001** PREMIUM HARDWARE SUPPORT - 3 Years	1	$73,666.08	**$73,666.08**
28	**M-PRESWI-001** PREMIUM SOFTWARE SUPPORT - 3 Years	1	$17,010.36	**$17,010.36**
			SUBTOTAL	**$354,642.44**
	Superna Eyeglass			
29	**EGL-ENT-NODE-LIC** SEL EYEGLASS DR MANAGER ENTERPRISE VAPP	3	$565.00	**$1,695.00**
30	**EGL-ENT-NODE-3Y** SEL MAINT EYEGLASS DR MANAGER ENT- 3 Years	3	$471.00	**$1,413.00**
			SUBTOTAL	**$3,108.00**
	Professional Services			
31	**UDI-PS-ISL-X210** Unique Digital Installation & Configuration of Isilon X210; Installation to include system burn-in, preconfiguration, rack and stack, setup and configuration of 3-node cluster, OneFS, creation of file structure (up to 30 directories/sub-directories); Infiniband networking (single or redundant), Installation of InsightIQ; Does not include data migration or advanced feature functionality	2	$3,000.00	**$6,000.00**
32	**UDI-PS-ISL-SNAPIQ** Unique Digital Installation & Configuration of Isilon SnapshotIQ; Installation to include configuration of up to 5 directories for snapshots and up to 5 snapshot schedules on a single Isilon cluster	2	$750.00	**$1,500.00**
33	**UDI-PS-ISL-SNYCIQ** Unique Digital Installation & Configuration of Isilon SyncIQ; Installation to include up to 5 SyncIQ jobs INCLUDES SUPERNA EYEGLASS SETUP	2	$1,750.00	**$3,500.00**
34	**UDI-PS-DATA MIGRATION SERVICES** Migration included for 20TB of data from esixting VNX to new Isilon cluster	1	$12,000.00	**$12,000.00**
			SUBTOTAL	**$23,000.00**
	Discounts			
35	**UDI-DISC** Unique Digital Customer Discount	1	-$495,146.00	-$495,146.00
			SUBTOTAL	**-$495,146.00**

Subtotal	**$243,354.88**
Estimated Sales Tax	**EXEMPT**
Estimated Shipping	**$900.00**
Total	**$244,254.88**

SIGNATURE

Item #	Description	Qty	Unit Price	Ext. Price

*** Leasing Options Available*

*** Restocking Fees May Apply if Purchase Order Cancelled*

*** 4% Credit Card Fee Applicable*

*** Terms: Net 30*

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-89667

Date Filed:
07/25/2016

Date Acknowledged:
7/25/16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Unique Digital, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Galveston County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

EMC Isilon X210 Storage Units
B161017 EMC Isilon X210 Storage Units

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

KYLE ENGELING
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/03/2019
ID# 130101968

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Dustin Huffman, this the 25th day of July, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Kyle Engeling
Printed name of officer administering oath

KYLE ENGELING
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/03/2019
ID# 130101968

Personal Banker
Title of officer administering oath

Van Horn, Veronica

From: Kelly, LaNeisha
Sent: Tuesday, August 02, 2016 4:11 PM
To: Van Horn, Veronica
Cc: Boemer, Bob; Withers, Darren
Subject: RE: Contract for Review
Attachments: Galv_Signed_RFP EMC Isilon.pdf

Veronica,

Please replace the previously sent attachment with this one as this is the correct and updated copy. I apologize about the inconvenience and have a great afternoon.

LaNeisha K. Kelly
Budget & Purchasing Manager
Information Technology
County of Galveston
Direct: 409-765-2627
Fax: 409-765-2665
LaNeisha.Kelly@co.galveston.tx.us

From: Kelly, LaNeisha
Sent: Tuesday, August 02, 2016 3:59 PM
To: Van Horn, Veronica <Veronica.VanHorn@co.galveston.tx.us>
Cc: Boemer, Bob <Bob.Boemer@co.galveston.tx.us>; Withers, Darren <Darren.Withers@co.galveston.tx.us>
Subject: Contract for Review

Good afternoon Veronica.

The attached was item #46 on the 8/2/16 commissioners court that was approved and awarded to the vendor noted in the pdf. Can we please have Bob or likewise, take a look at the contract and approve it? I want to be sure the terms are up to the County's standards.

Thank you in advance.

LaNeisha K. Kelly
Budget & Purchasing Manager
Information Technology
County of Galveston
Direct: 409-765-2627
Fax: 409-765-2665
LaNeisha.Kelly@co.galveston.tx.us

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

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

July 26, 2016

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

Re: Bid #B161017 EMC Isilon X210 Storage Units
Contract #CM16200

Gentlemen,

On July 21, 2016, bids were opened for Bid #B161017, EMC Isilon X210 Storage Units, at which time two (2) bids were received from the following companies:

- Unique Digital, Inc. Houston, TX
- EMC Corporation Houston, TX

Submittals were reviewed and it is requested that the bid be awarded to lowest cost, responsive bidder, Unique Digital, Inc., in the amount of $244,254.88.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachment

From: Withers, Darren
Sent: Monday, July 25, 2016 8:46 AM
To: Kelly, LaNeisha <LaNeisha.Kelly@co.galveston.tx.us>
Subject: EMC Isilon X210 Storage Unit Proposal

Ms Kelly

I've reviewed the two "EMC Isilon X210 Storage Unit" proposals.

I recommend that we, the County of Galveston, move forward and accept the proposal from Unique Digital, Inc. for $244,254.88.

My decision is based on these factors:

1). Lowest bid. UDI: $ $244,254.88. The other proposal was at 320,705.26. $76,450.38 less.
2). The vendor understands the needs and the existing infrastructure environment.
3). The County has a good working relationship with this vendor. Trust, reliability and completing the project on time is very important to the County and this vendor has meet or exceeded all of these requirements in the past.

Darren Withers
Infrastructure Manager
I.T. Dept – County of Galveston
(409) 770 -6200

BID #: B161017
OPEN: 07/21/2016
2:00 P

BID SHEET

EMC Isilon X210 Storage Units

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and invita to bid we submit the following:

LINE ITEM TOTAL $ 244,254.88

OPTIONS TO RENEW No Extensions/Non-Applicable

WITNESS

7/6/2016
DATE

UNIQUE DIGITAL, INC.
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

DUSTIN HUFFMAN
PRINTED NAME

SENIOR SALES EXECUTIVE
TITLE

10595 WESTOFFICE DR.
CORRESPONDENCE ADDRESS

Houston, Tx 77042
CITY, STATE ZIP CODE

76-0203945
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

10595 WESTOFFICE DR.
REMIT ADDRESS

Houston, Tx 77042
CITY, STATE ZIP CODE

713 777 0447
TELEPHONE NUMBER

713 777 0749
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

EMC Isilon X210 Storage Units

GALVESTON COUNTY, TEXAS

BID #: B161017
OPEN: 07/21/2016
2:00 P

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	96100	EMC Isilon X210 Storage Units	1	EA		$	$ 244,254.88
0002	96100	Line Item Delete		EA		$	$

Extended Price Total of all Items: $ 244,254.88

ITB #B161017
OPEN: 07/21/2016
TIME: 2:00 P.M.

ORIGINAL

BID FORM
EMC ISILON X210 STORAGE UNITS
COUNTY OF GALVESTON, TEXAS

By signing here, the firm does hereby attest that it has fully read the instructions, conditions and general and special provisions and understands them.

EXCEPTIONS (if no exceptions are taken, state NONE):

NONE

THE COMPANY OF: UNIQUE DIGITAL, INC.

ADDRESS: 10595 WEST OFFICE DR. HOUSTON, TX 77042

FEIN (TAX ID): 76-0203945

The following shall be returned with your bid. Failure to do so may be ample cause for rejection of bid as non-responsive. It is the responsibility of the Bidder to ensure that bidder has received all addenda.

Items:	Confirmed (X):
1. References (if required)	X
2. Addenda, if any	#1____ #2____ #3____ #4____
3. One (1) original and four (4) copies of submittal	X
4. Bid Form	X
5. Vendor Qualification Packet	X
6. Debarment Certification Form	X
7. Non-Collusion Affidavit	X
8. Form CIQ	
X 9. Form 1295	
10. Payment Terms:	✓ net 30 ____ Other

Person to contact regarding this bid: DUSTIN HUFFMAN

Title: SR. SALES EXECUTIVE Phone: 713 777 0447 Fax: 713-777-0749

E-mail address: DHUFFMAN@uniquedigital.com

Name of person authorized to bind the Firm: JENNY KNESEK

Signature: Date: 7/6/16

Title: VP FINANCIAL SERVICES Phone: 713 777 0447 Fax: 713-777 0749

E-mail address: JKNESEK@UNIQUEDIGITAL.COM

ITB #B161017
OPEN: 07/21/2016
TIME: 2:00 P.M.

BID FORM
EMC ISILON X210 STORAGE UNITS
GALVESTON COUNTY, TEXAS

Bidder shall use this form to provide the information for notice.

1. Contact information for notice:

   Name: DUSTIN HUFFMAN
   Address: 10595 WESTOFFICE DR.
   HOUSTON, TX 77042
   Telephone Number: 713 777 0447 Facsimile number: _____

2. If a copy of notice is requested, please complete below:

   Name: _____
   Address: _____
   _____
   Telephone Number: _____ Facsimile number: _____

3. If second or more copies are requested for notice, please supplement this form and clearly mark the supplement as "Supplementary Notice Information."

Bidder to submit reference information. Bidder shall use this form to provide minimum required reference information. If Bidder wishes to provide more than the minimum, Bidder should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. References who can attest to the Bidder's capability to carry out the requirements set forth in this bid:

   Business Name of Organization: ENSCO
   Name of Person: STEPHEN SPANN
   Title of Individual within Organization, if applicable ANALYST SYS OPS
   Business address: 5847 SAN FELIPE
   HOUSTON, TX 77057
   Telephone number: 713 917 2347 Facsimile number: _____

   Business Name of Organization: HARRIS CO. DEPT. ED.
   Name of Person: ARTHUR VU
   Title of Individual within Organization, if applicable I.T. DIRECTOR
   Business address: 6300 IRVINGTON BLVD.
   HOUSTON, TX 77022
   Telephone number: 713 696 8268 Facsimile number: _____

   Business Name of Organization: CENTRAL BANK
   Name of Person: NANCY PAULAS
   Title of Individual within Organization, if applicable SENIOR VP I.T.
   Business address: 11201 CLAY RD.
   HOUSTON, TX 77041
   Telephone number: 832-485-2300 Facsimile number: _____

ITB #B161017
OPEN: 07/21/2016
TIME: 2:00 P.M.

BID FORM
EMC ISILON X210 STORAGE UNITS
GALVESTON COUNTY, TEXAS

References of major supplier of Bidder who can speak to the financial capability of the Bidder to carry out the requirements set forth in this bid:

1. Business Name of Supplier EMC
   Name of Person: DAN HARE
   Title of Individual within business: PARTNER CHANNEL MANAGER
   Business address: 1 RIVERWAY #300
   Houston, TX 77056
   Telephone number: 512 740 7312 Facsimile number:

2. Business Name of Supplier
   Name of Person:
   Title of Individual within business:
   Business address:
   Telephone number: Facsimile number:

3. Business Name of Supplier
   Name of Person:
   Title of Individual within business:
   Business address:
   Telephone number: Facsimile number:

The remainder of this page intentionally left blank

County of Galveston
Bid Tab Report

Bid Header Bid Number: B161017

Open: 07/21/2016

Item #	Product Code	Description	Qty	Units	Vendor: 703255 UNIQUE DIGITAL TECHNOLOGY INC		Vendor: 707219 EMC CORPORATION	
					Unit Price	Extended	Unit Price	Extended
0001	96100	EMC Isilon X210 Storage Units	1	EA	244,254.88	244,254.88	320,705.26	320,705.25
0002	96100	Line Item Delete	0	EA	0.00	0.00	0.00	0.00
Total						**244,254.88**		**320,705.25**

ITB #B161017
OPEN: 07/21/2016
TIME: 2:00 P.M.

SPECIAL PROVISIONS
EMC ISILON X210 STORAGE UNITS
FOR GALVESTON COUNTY

The Special Provisions section of this Invitation to Bid solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Invitation to Bid and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

PURPOSE:
In an effort to increase EMC storage capability, the Galveston County Information Technology Department is seeking a vendor to supply the following:

- EMC Isilon X210 Storage Units
- Installation, configuration, and migration services as referenced in the Professional Services Section on Exhibit A

SUBMISSION INSTRUCTIONS:
One (1) original and four (4) copies of the bid must be submitted no later than **2:00 P.M. CST** on **07/21/2016** to:

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

SCHEDULE OF EVENTS:
The following is a schedule of events concerning the procurement process:

	Date
Advertise Bid (first date of publication)	Wednesday, June 29, 2016
Advertise Bid (second date of publication)	Wednesday, July 6, 2016
Bids due from Bidders/Bid Opening	Thursday, July 21, 2016 @ 2:00 P.M.

BID GUARANTEE:
A bid bond is not a requirement of this bid request.

PERFORMANCE AND PAYMENT BONDS:
Performance and Payment bonds are not a requirement of this bid request.

NAME BRANDS:
The mention of name brands is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking. Any exceptions to the bid conditions should be clearly defined as such and submitted per the instructions in the General Provisions, page 3, Exceptions to Bid.

ITB #B161017
OPEN: 07/21/2016
TIME: 2:00 P.M.

SPECIAL PROVISIONS
EMC ISILON X210 STORAGE UNITS
FOR GALVESTON COUNTY

SPECIFICATIONS:
All prospective bidders shall reference specifications on Exhibit A when preparing their bid submittals.

DELIVERY:
The freight is to include inside unloading delivery at the cost of the vendor. Shipping should be separated into two locations. Production Equipment should be delivered to:
555 W. Walker St.
League City, TX 77573

Disaster Recovery equipment should be delivered to:
722 Moody Ave
Galveston, TX 77550

QUESTIONS
Questions must be submitted via email only to: Rufus Crowder, CPPO CPPB, Galveston County Purchasing Agent at rufus.crowder@co.galveston.tx.us .

PROGRAM ADMINISTRATION:
The County's Information Technology Department will designate a Program Administrator that will manage the work to be performed under the resultant contract, who for the purpose of this Bid is:

Darren Withers
Information Technology Infrastructure
722 Moody, 2nd Floor
Galveston, TX 77550
(409) 766- 2220

The Galveston County Commissioners Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

SAMPLE CONTRACT/MATERIAL TERMS AND CONDITIONS:
Bidder is requested to submit a sample contract for its bid material terms and conditions in the event it is awarded a contract pursuant to this procurement.

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EXHIBIT A

Item	EMC Isilon X210 Production	Quantity
1	**X210-SATA-S29** X210-33T+800G SSD/48G/2X10GE 2X1GE	3
2	**800-0012** PWRCRD,2,IEC320 C14-C13,208V UNIVERSAL	5
3	**851-0209** CABLE, IB QDR, QSFP-QSFP, 3M	6
4	**851-0099** 2 SFP+ OPTICS KIT - 10GBE	3
5	**851-0167** MELLANOX 8 PORT QDR SWITCH	2
6	**200-0263-CF** ENTERPRISE-SYNCIQ (TIER 3)=ID	3
7	**200-0261-CF** ENTERPRISE-SNAPSHOTIQ (TIER 3)=ID	3
8	**612-0028** 48GB RAM (NEXT GEN)	3
9	**613-0008** 10GBE DUAL-PORT SFP WITHOUT OPTICS	3
10	**611-0139** 33TB+800GB SSD/3.5IN	3
11	**PSINST-ESRS** ZERO DOLLAR ESRS INSTALL	1
12	**M-PREHWI-001** PREMIUM HARDWARE SUPPORT - 3 Years	1
13	**M-PRESWI-001** PREMIUM SOFTWARE SUPPORT - 3 Years	1
	Superna EyeGlass	
14	**EGL-ENT-NODE-LIC** SEL EYEGLASS DR MANAGER ENTERPRISE VAPP	3
15	**EGL-ENT-NODE-3Y** SEL MAINT EYEGLASS DR MANAGER ENT - 3 Years	3
	EMC Isilon X210 DR	
16	**X210-SATA-S29** X210-33T+800G SSD/48G/2X10GE 2X1GE	3
17	**800-0012** PWRCRD,2,IEC320 C14-C13,208V UNIVERSAL	5
18	**851-0209** CABLE, IB QDR, QSFP-QSFP, 3M	6
19	**851-0099** 2 SFP+ OPTICS KIT - 10GBE	3
20	**851-0167** MELLANOX 8 PORT QDR SWITCH	2
21	**200-0263-CF** ENTERPRISE-SYNCIQ (TIER 3)=ID	3
22	**200-0261-CF** ENTERPRISE-SNAPSHOTIQ (TIER 3)=ID	3
23	**612-0028** 48GB RAM (NEXT GEN)	3
24	**613-0008** 10GBE DUAL-PORT SFP WITHOUT OPTICS	3
25	**611-0139** 33TB+800GB SSD/3.5IN	3
26	**PSINST-ESRS** ZERO DOLLAR ESRS INSTALL	1
27	**M-PREHWI-001** PREMIUM HARDWARE SUPPORT - 3 Years	1
28	**M-PRESWI-001** PREMIUM SOFTWARE SUPPORT - 3 Years	1
	Superna EyeGlass	
29	**EGL-ENT-NODE-LIC** SEL EYEGLASS DR MANAGER ENTERPRISE VAPP	3
30	**EGL-ENT-NODE-3Y** SEL MAINT EYEGLASS DR MANAGER ENT- 3 Years	3
	Professional Services	
31	Installation & Configuration of Isilon X210 for Production and DR; Installation to include system burn-in, preconfiguration, rack and stack, setup and configuration of 3-node cluster, OneFS, creation of file structure (up to 30 directories/sub-directories); Infiniband networking (single or redundant), Installation of InsightIQ; Does not include data migration or advanced feature functionality	
32	Installation & Configuration of Isilon SnapshotIQ for Production and DR; Installation to include configuration of up to 5 directories for snapshots and up to 5 snapshot schedules on a single Isilon cluster	

	Installation & Configuration of Isilon SyncIQ for Production and DR; Installation to include up to 5 SyncIQ jobs INCLUDES SUPERNA
33	EYEGLASS SETUP
	DATA MIGRATION SERVICES Migration included for 20TB of data from
34	existing VNX to new Isilon cluster

PLEASE SEE THE ATTACHED EMC FORMS

EMC²

Solution: Galveston County Isilon Configuration

Name:	Galveston County Isilon Configuration

Cluster: DR Site Cluster

Name:	DR Site Cluster	**Cluster OneFS Version:**	8.0
Aggregate Node Count:	3	**Aggregate Accelerator Count:**	0
Aggregate Pool Usable Size:	60 TiB / 65 TB	**Aggregate Raw HDD Capacity:**	90 TiB / 99 TB
Aggregate Raw SSD Capacity:	2.18 TiB / 2 TB	**Aggregate Weight:**	183 lbs. (83 Kg)
Aggregate Heat, Maximum:	7,500 BTU	**Aggregate Heat, Typical:**	4,514 BTU
Aggregate Power, Maximum:	2,172 watts	**Aggregate Power, Typical:**	1,292 watts
Aggregate 1GbE Ports:	6	**Aggregate 10GbE Ports:**	6
Aggregate IB Ports:	6	**Aggregate Rack Units:**	8
Aggregate HDD Qty:	33	**Aggregate SSD Qty:**	3
Aggregate Node Qty CPU:	3	**Aggregate Core Qty:**	12
Aggregate RAM:	144 GB		

Node Pool Selection: DR Site

Name:	DR Site	**OneFS Version:**	8.0
Source:	Advanced Search	**Nodes Summary:**	3 x X210
Node Model:	X210	**Node Model in Pool:**	X210 33TB HDD / 800GB SSD 48GB 2x10GE and 2x1GE

Node: X210 33TB HDD / 800GB SSD 48GB 2x10GE and 2x1GE

Name:	X210 33TB HDD / 800GB SSD 48GB 2x10GE and 2x1GE	**Model:**	X210
RAM Description:	48GB RAM; 3x16GB	**CPU:**	1 CPU with 4 cores
Drive Configuration:	11 x 3 TB HDD | 1 x 800 GB SSD	**Disk Description:**	33TB HDD / 800GB SSD
Encryption:	None	**Front-End Networking:**	2x10GE and 2x1GE
Infrastructure Networking:	2x QSFP InfiniBand ports	**Weight:**	58 lbs. (26 Kg.)
Rack Units (per node):	2	**Power Max:**	680 watts
Heat Max:	2,350 BTU	**Power Typical:**	400 watts
Heat Typical:	1,400 BTU		

Pool: 3 nodes @ +2d:1n OneFS 8.0

OneFS Version:	8.0	**Node Count:**	3 Nodes
Protection Policy:	+2d:1n	**Pool Raw Size:**	90 TiB / 99 TB
Recommended Usable Capacity:	50.6 TiB / 55.6 TB @ 85% of usable	**Storage Efficiency:**	67%

Pool Throughput

Protocol	I/O Type	Block Size	Threads/Node for Peak	Pool Throughput
SMB2	Sequential Write	1,024 KB	24	975.6 MBps
NFSv3	Sequential Write	1,024 KB	3	1.01 GBps
SMB2	Sequential Read	1,024 KB	24	1.38 GBps

NFSv3	Sequential Read	1,024 KB	24	1.5 GBps

Cluster Accessories

Backend Switch: QDR IB Switch - 8 Port, 1U, 1PS

Quantity:	2	**Name:**	QDR IB Switch - 8 Port, 1U, 1PS
Backend Cable Type:	QSFP	**Port Qty:**	8
Rack Units:	1	**Weight:**	4 lbs. (1.8 Kg.)
Heat Typical:	157 BTU	**Heat Max:**	225 BTU
Power Typical:	46 watts	**Power Max:**	66 watts

Software Module: Enterprise InsightIQ

Quantity	Name	Tier Level
3	Enterprise InsightIQ	3
3	Enterprise SyncIQ	3
3	Enterprise SnapshotIQ	3

Cluster: Primary Cluster

Name:	Primary Cluster	**Cluster OneFS Version:**	8.0
Aggregate Node Count:	3	**Aggregate Accelerator Count:**	0
Aggregate Pool Usable Size:	60 TiB / 65 TB	**Aggregate Raw HDD Capacity:**	90 TiB / 99 TB
Aggregate Raw SSD Capacity:	2.18 TiB / 2 TB	**Aggregate Weight:**	183 lbs. (83 Kg)
Aggregate Heat, Maximum:	7,500 BTU	**Aggregate Heat, Typical:**	4,514 BTU
Aggregate Power, Maximum:	2,172 watts	**Aggregate Power, Typical:**	1,292 watts
Aggregate 1GbE Ports:	6	**Aggregate 10GbE Ports:**	6
Aggregate IB Ports:	6	**Aggregate Rack Units:**	8
Aggregate HDD Qty:	33	**Aggregate SSD Qty:**	3
Aggregate Node Qty CPU:	3	**Aggregate Core Qty:**	12
Aggregate RAM:	144 GB		

Node Pool Selection: Primary Site Cluster

Name:	Primary Site Cluster	**OneFS Version:**	8.0
Source:	Advanced Search	**Nodes Summary:**	3 x X210
Node Model:	X210	**Node Model in Pool:**	X210 33TB HDD / 800GB SSD 48GB 2x10GE and 2x1GE

Node: X210 33TB HDD / 800GB SSD 48GB 2x10GE and 2x1GE

Name:	X210 33TB HDD / 800GB SSD 48GB 2x10GE and 2x1GE	**Model:**	X210
RAM Description:	48GB RAM; 3x16GB	**CPU:**	1 CPU with 4 cores
Drive Configuration:	11 x 3 TB HDD | 1 x 800 GB SSD	**Disk Description:**	33TB HDD / 800GB SSD
Encryption:	None	**Front-End Networking:**	2x10GE and 2x1GE
Infrastructure Networking:	2x QSFP InfiniBand ports	**Weight:**	58 lbs. (26 Kg.)
Rack Units (per node):	2	**Power Max:**	680 watts
Heat Max:	2,350 BTU	**Power Typical:**	400 watts
Heat Typical:	1,400 BTU		

Pool: 3 nodes @ +2d:1n OneFS 8.0

OneFS Version:	8.0	**Node Count:**	3 Nodes
Protection Policy:	+2d:1n	**Pool Raw Size:**	90 TiB / 99 TB
Recommended Usable Capacity:	50.6 TiB / 55.6 TB @ 85% of usable	**Storage Efficiency:**	67%

Pool Throughput

Protocol	I/O Type	Block Size	Threads/Node for Peak	Pool Throughput
SMB2	Sequential Write	1,024 KB	24	975.6 MBps
SMB2	Sequential Read	1,024 KB	24	1.38 GBps
NFSv3	Sequential Write	1,024 KB	3	1.01 GBps
NFSv3	Sequential Read	1,024 KB	24	1.5 GBps

Cluster Accessories

Backend Switch: QDR IB Switch - 8 Port, 1U, 1PS

Quantity:	2	**Name:**	QDR IB Switch - 8 Port, 1U, 1PS
Backend Cable Type:	QSFP	**Port Qty:**	8
Rack Units:	1	**Weight:**	4 lbs. (1.8 Kg.)
Heat Typical:	157 BTU	**Heat Max:**	225 BTU
Power Typical:	46 watts	**Power Max:**	66 watts

Backend Cable: IB QDR, QSFP-QSFP

Quantity:	6	**Name:**	IB QDR, QSFP-QSFP
Code:	851-0209	**Length:**	3M
Connector Type Start:	QSFP	**Connector Type End:**	QSFP

Optics Kit: 2 SFP+ OPTICS KIT (10GbE)

Quantity:	3	**Description:**	2 SFP+ OPTIC - 10GbE
Connector Male:	SFP+	**Connector Female:**	10GBase-SR

Power Cord: Universal Power Cord for PDU (208V)

Quantity:	3	**Kit Qty:**	2
Length:	2.5m	**Connector Power Source:**	IEC(60)320-C14
Connector Type:	C13		

Software Module: Enterprise SnapshotIQ

Quantity	Name	Tier Level
3	Enterprise SnapshotIQ	3
3	Enterprise InsightIQ	3
3	Enterprise SyncIQ	3

AGENDA ITEM #37.a.

Good Afternoon, Honorable Judge Henry and Members of Commissioners Court:

Contract Services Department/ Indigent Health Care hereby request your approval for Fiscal Year 2016-2017, Optional Services.

Under Chapter 61, Indigent Health Care Act, Galveston County must adopt standards for it county residences, what will be Federal Poverty Level of eligibility. Under Section 61.006 of the Texas Health and Safety Code, current minimum TDSHS standards net income level equal to 21% of FPL.

Commissioners Court work shop 08/18/2016 approved to increase the FPL to 100%. On August 30, 2016 Commissioners Court adopted the increase of 100 %FPL.

Galveston County Health District, funded in part by Galveston County will remain at 100% of the federal poverty level, along with discounted rates for income greater than 100% and up to 200% FPL.

TDSHS form 102 is attached for your approval and signature for Fiscal Year 2016-217-Indgient Health Care Optional Services.

Again, I would like to Thank Commissioners Court for assistance in this matter.

Jim Gentile,
Contract Services Officer CSO

Joanie LeBoeuf
Indigent Health Care & CHW

Public Notice

Galveston County Indigent Health Care Program

Coastal Health and Wellness Center
9850- C Emmett F. Lowry Expwy
Texas City, Texas 77591
409-938-2234 Or 281-309-0255

Coastal Health and Wellness Center
4700 Broadway, Suite F #100
Galveston, Texas 77550
409-763-7200

8:00 am -5:00pm Monday-Friday- Clinic Hours
10:00am-5:00pm Saturday- (Walk-Ins Only)

Eligibility, application, documentation, and verification procedures in accordance with Texas Department of State Health Services standards and published in the County Indigent Health Care Program Handbook published by the Texas Department of State Health Services

Eligibility Requirements:
100% Federal Poverty Level - County Resident – Income – Resources - Household Composition

Services:

- Physician's Service- Primary Care Providers (Coastal Health & Wellness at 100% of Federal Poverty Level, above 100% up to 200% Federal Poverty Level at Discounted Rate)
- Inpatient/Outpatient Hospital Care
- Prescriptions at Walgreens with co-payment
- Family Planning Services
- Laboratory
- X-rays Services
- Immunizations

All Services Must Be Medically Necessary

Information Needed to Apply:

- Social security numbers for all members of the household
- Proof of identification
- Proof of ALL household income- (w-9, check stubs, unemployment vouchers, unearned income)
- Proof of residency
- Proof of resources (checking/saving account statements)

All Changes must be reported within 14 days

You have the right to:

- Obtain an application - Have assistance in preparing forms
- Eligibility determined within 14-days after completion of application
- Written notification of determination
- Appeal a denial of acceptance
- Submit an application anytime
- Equal treatment regardless of race, color, religion, creed, national origin, age, sex, disability, or political belief
- These rules are subject to change with revision of the County Indigent Health Care Program Handbook published by the Texas Department of State Health Services

YOU MAY NOT BE ELIGIBLE IF YOU TRANSFER OWNERSHIP OF PROPERTY TO MAKE YOURSELF ELIGIBLE FOR ASSISTANCE.

OPTIONAL HEALTH CARE SERVICES NOTIFICATION

Mark an "X" in the appropriate column to indicate each optional health care service the county chooses to provide or chooses to discontinue providing.

PROVIDE	DISCONTINUE	
		1. Advanced Practice Nurse (APN), specifically a nurse practitioner, a clinical nurse specialist, a Certified Nurse Midwife (CNM), and a Certified Registered Nurse Anesthetist (CRNA)
		2. Ambulatory Surgical Center (ASC), Freestanding
		3. Colostomy Medical Supplies and/or Equipment, namely colostomy bags/pouches, cleansing irrigation kits, paste or powder, and skin barriers with flange/wafers
		4. Counseling Services. Check the ones the county chooses to provide. ____A. Licensed Clinical Social Worker (LCSW) ____B. Licensed Marriage Family Therapist (LMFT) ____C. Licensed Professional Counselor (LPC) ____D. Ph.D. Clinical Psychologist
X		**5. Dental Care**, namely an annual routine dental exam, an annual routine cleaning, one set of annual x-rays and the least costly service for emergency dental conditions for the removal or filling of a tooth due to abscess, infection, or extreme pain
X		With Physicians written order & pre-authorization only **6. Diabetic Supplies and/or Equipment**, namely test strips, alcohol prep pads, lancets, glucometers, insulin syringes, humulin pens, and the needles required for the humulin pens
X		**7. Durable Medical Equipment (DME).** Check the ones the county chooses to provide. ____A. Blood Pressure Measuring Appliances ____B. Canes ____C. Crutches ____E. Hospital Beds ____F. Walkers ____G. Wheelchairs, Standard XXX D. Home Oxygen Equipment/ with Physicians written, order & pre- authorization
		8. Emergency Medical Services, namely ground transportation only
X		**9. Federally Qualified Health Center** (FQHC)
X		**10. Occupational Therapy (upon review and approval of medical necessity)**
X		**11. Physical Therapy (upon review and approval of medical necessity)**
X		**12. Home and Community Health Care/ with Physicians written, order and pre-authorization**
		13. Physician Assistant (PA)
		14. Vision Care, namely one exam by refraction and one pair of prescription glasses every 24 months with
X		**15. Other** medically necessary services or supplies determined to be cost effective by the entity.

Signature of County Judge/Designee

Date

Printed Name of Person Signing This Form 120 Mark Henry	Title County Judge
County Galveston	Mailing Address 722 Moody 5th Floor
Telephone Number (Include area code.) 409-770-5550	City/State/ZIP Galveston, Texas 77550

Definitions of CIHCP Optional Health Care Services

1. **Advanced Practice Nurse (APN)** services must be medically necessary and provided within the scope of practice of an APN and covered by the Texas Medicaid Program when provided by a licensed physician.

2. **Ambulatory Surgical Center (ASC)** services must be provided in a freestanding ASC, and are limited to items and services furnished in reference to an ambulatory surgical procedure, including those services on the Center for Medicare and Medicaid Services (CMS)-approved list and selected Medicaid-only procedures.

3. **Colostomy medical supplies and/or equipment** must be medically necessary and prescribed by a physician or an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Items covered are colostomy bags/pouches, cleansing irrigation kits, paste or powder, and skin barriers with flange/wafers. The county may require the supplier to receive prior authorization.

4. **Counseling (psychotherapy)** services must be medically necessary based on a referral from a physician or an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Psychotherapy services must be provided by a Licensed Clinical Social Worker (LCSW), Licensed Marriage Family Therapist (LMFT), Licensed Professional Counselor (LPC), or a Ph.D. Psychologist.

5. **Dental care** must be medically necessary and provided by a DDS, DMD, or DDM. Items covered are: an annual routine exam, annual routine cleaning, one set of annual x-rays, and the least costly service for emergency dental conditions for the removal or filling of a tooth due to abscess, infection, or extreme pain. The county may require prior authorization.

6. **Diabetic supplies and/or equipment** must be medically necessary and prescribed by a physician or an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Items covered are: test strips, alcohol prep pads, lancets, glucometers, insulin syringes, humulin pens, and the needles required for the humulin pens. The county may require the supplier to receive prior authorization.

7. **Durable medical equipment (DME)** must be medically necessary; meet the Medicare/Medicaid requirements; and be provided under a written, signed and dated prescription from a physician or an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Items may be purchased or rented, whichever is least costly. Items covered are: blood pressure measuring appliances that are reasonable and appropriate, canes, crutches, home oxygen equipment (including masks, oxygen hose, and nebulizers), hospital beds, walkers, and standard wheelchairs. The county may require the supplier to receive prior authorization.

8. **Emergency medical service** covers ground transportation only for medically necessary, life-threatening conditions.

9. **Federally Qualified Health Center (FQHC)** services must be provided in an approved FQHC by a physician, physician's assistant, nurse practitioner, clinical psychologist, or clinical social worker.

10. **Occupational therapy** services must be medically necessary and may be covered if provided in a physician's office, a therapist's office, in an outpatient rehabilitation or free-standing rehabilitation facility, or in a licensed hospital. Services must be within the provider's scope of practice, as defined by Occupations Code, Chapter 454.

11. **Physical therapy** services must be medically necessary and may be covered if provided in a physician's office, a therapist's office, in an outpatient rehabilitation or free-standing rehabilitation facility, or in a licensed hospital. Services must be within the provider's scope of practice, as defined by Occupations Code, Chapter 453.

12. **Home and community health care** must be medically necessary, meet the Medicare/Medicaid requirements; and be provided by a certified home health agency. A plan of care must be recommended, signed, and dated by the recipient's attending physician prior to care being given. Items covered are R.N. visits for skilled nursing observation, assessment, evaluation, and treatment provided by a physician who specifically requests the R.N. visit for this purpose. A home health aide to assist with administering medication is also covered. Visits made for performing housekeeping services are not covered. A county may require prior authorization.

13. **Physician Assistant (PA)** services must be medically necessary and provided by a PA under the direction of an M.D. or a D.O. and must be billed by and paid to the supervising physician.

14. **Vision care** covers one exam by refraction and one pair of prescribed glasses every 24 months that meet Medicaid criteria.

15. **Other** medically necessary services or supplies that the local governmental municipality/entity determines to be cost effective.

Instructions for Form 120

Mark an "X" in the appropriate column to indicate each optional health care service the county chooses to provide or chooses to discontinue providing. Sign and date the bottom of the form, and submit the Form 120 electronically to the TDSHS Primary Care Group by emailing it to: CIHCP@dshs.state.tx.us.

If you are unable to submit the form electronically, you may fax it to the TDSHS at 512/776-7713.

It is not necessary to submit the Form 120 by mail once it has been faxed and received by TDSHS Primary Care Group.

Maintain the records at least until the end of the third complete state fiscal year.

State of Texas §
§
County of Galveston §

RESOLUTION ADOPTING ELIGIBILITY STANDARDS, APPLICATION, DOCUMENTATION, AND VERIFICATION PROCEDURES, OPTIONAL HEALTH CARE SERVICES, AND AUTHORIZING PUBLICATION OF PUBLIC NOTICE

On this, the 30th day of August, 2016, the Commissioners Court of Galveston County, Texas,

Mark Henry, County Judge;
Ryan L. Dennard, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

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

Whereas, the Indigent Health Care and Treatment Act is codified at Chapter 61 of the Texas Health and Safety Code;

Whereas, in accordance with Section 61.023 of the Texas Health and Safety Code, not later than the beginning of the State of Texas fiscal year, Galveston County must adopt the eligibility standards it will use during the State fiscal year and shall make a reasonable effort to notify the public of the standards;

Whereas, in accordance with Section 61.023 of the Texas Health and Safety Code, Galveston County may change the eligibility standards to make them more or less restrictive than the preceding standards, but may not make the standards more restrictive than the standards adopted by the Texas Department of Health pursuant to its authority under Section 61.006 of the Texas Health and Safety Code;

Whereas, in accordance with Section 61.024 of the Texas Health and Safety Code, not later than the beginning of the State of Texas fiscal year, Galveston County shall specify the procedure it will use during the State of Texas fiscal year to verify eligibility and the documentation required to support a request for assistance and shall make a reasonable effort to notify the public of the application procedure;

Whereas, House Bill 2292, 78th Legislature, R.S. (2003), inter alia, abolished the Texas Department of Health and the duties, functions, programs, and powers regarding county indigent health care were transferred to the Texas Department of State Health Services and the subsequent Rules Transfer was effective September 1, 2004 and the Texas Department of State Health Services (TDSHS) is the State agency with authority over county indigent health care services;

Whereas, in accordance with Section 61.006 of the Texas Health and Safety Code, current minimum TDSHS standards allow a net income eligibility level equal to 21% of the federal poverty level as such level is based on the federal Office of Management and Budget poverty index;

Whereas, current minimum TDSHS standards provide that expenses allowable for State participation, following the eight percent trigger, are a net income eligibility level equal to 21% of the federal poverty level;

Whereas, the State of Texas 2016-2017 fiscal year runs from September 1, 2016 through August 31, 2017;

Whereas, Galveston County's 2016-2017 fiscal year runs from October 1, 2016 through September 30, 2017 and thus the County's adoption herein overlaps between two different Galveston County fiscal years; and

Whereas, the Director of Contract Services has prepared a Public Notice, which is attached hereto as Exhibit 1 and has completed the TDSHS Form 120, the reporting form that must be used to report the optional health care services to the TDSHS, and which TDSHS Form 120 is attached hereto as Exhibit 2.

Now, Therefore, be it RESOLVED, by the Commissioners Court of Galveston County, Texas, that:

1) On August 30, 2016 the Commissioners Court adopted the qualifying income level for indigent health care benefits through its Indigent Health Care Program mandated under Chapter 61 of the Health and Safety Code at 100 % of the federal poverty level and this Resolution continues such adoption;

2) Continuing September 1, 2016 and through August 31, 2017 thereafter, unless changed by subsequent Resolution of the Commissioners Court, the County of Galveston's eligibility standards for receiving medical care benefits under its Indigent Health Care Program shall remain at 100 % of the federal poverty level and the County of Galveston shall follow the minimum State of Texas standards adopted by the TDSHS pursuant to Section 61.006 of the Texas Health and Safety Code;

3) Provided however, that continuing September 1, 2016 and through August 31, 2017 thereafter, the County of Galveston's eligibility standards for receiving primary medical care benefits at Coastal Health and Wellness, which is located at the Galveston County Health District and funded in part by Galveston County, will remain at 100% of the federal poverty level and at a discounted rate for income greater than 100% and up to 200% of the federal poverty level, and the Galveston County Health District shall follow the requirements for Federally Qualified Health Centers for such primary medical care benefits;

4) These eligibility standards will remain at this level until such time as the Commissioners Court provides additional funding to increase this level or is advised that sufficient funds remain unspent to enable an increase;

5) Also continuing September 1, 2016 and through August 31, 2017 thereafter, in accordance with Section 61.0285 of the Texas Health and Safety Code, the following optional health care services will be provided:

- Diabetic supplies with physicians written order and pre-authorization;
- Durable medical equipment limited to home oxygen equipment with physicians written order and pre-authorization;
- Home and community health care with physicians written order and pre-authorization;
- Dental care;
- Services provided by the Coastal Health and Wellness Center, which is a federally qualified health center, as defined by 42 U.S.C.A. § 1396d(*l*)(2)(B); and
- Transportation as needed for out-of-county medically scheduled referrals on scheduled transportation services or utilizing Connect Transportation services when determined to be cost effective;
- Occupational Therapy upon review and approval;
- Physical Therapy upon review and approval; and
- Other medically necessary services or supplies determined to be cost effective.

6) Continuing September 1, 2016 and through August 31, 2017 thereafter, the procedures to be used to verify eligibility and the documentation required to support a request for assistance shall be the application, documentation, and verification procedures adopted by the TDSHS under Sections 61.006, 61.007, and 61.008 of the Texas Health and Safety Code;

7) The Public Notice that is attached as Exhibit 1 is hereby **APPROVED** and the Director of Contract Services or her designee is authorized to publish the Public Notice in the Post Newspaper;

8) The completed TDSHS Form 120 that is attached as Exhibit 2 is hereby **APPROVED** and the County Judge of Galveston County, Texas is authorized to sign the TDSHS Form 120 and the Director of Contract Services or her designee is Ordered to, forthwith thereafter, submit said TDSHS Form 120 to the TDSHS; and

9) The County Judge of Galveston County, Texas, is hereby **AUTHORIZED** to **EXECUTE** this Resolution on behalf of the Commissioners Court of Galveston County, Texas.

Upon Motion Duly Made and Seconded, the above Resolution is hereby **ADOPTED**, on this, the 30th day of August, 2016

County of Galveston, Texas, By:

_____

Mark Henry, County Judge

ATTEST:

_____

Dwight D. Sullivan, County Clerk

AGENDA ITEM #38.l.

COUNTY of GALVESTON
LEGAL DEPARTMENT
COUNTY COURTHOUSE

722 MOODY STREET 5TH FLOOR GALVESTON, TEXAS 77550

ROBERT B. BOEMER
Director

BARRY C. WILLEY
MYRNA S. REINGOLD

PAUL A. READY
BEVERLY WEST

August 24, 2016

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

Re: Proposed Settlement of the City of Galveston for an incident at 5528 Menard/55th Street, Galveston County, on May 12, 2015

Gentlemen:

This request is to recommend a settlement involving the replacement/repair of a hydrant that was damaged as a result of an auto accident involving a Galveston County Sheriff's vehicle at the intersection of 55th Street and Menard Ave. in Galveston, Texas. The settlement amount of $8,706.56 represents all property damages.

On May 12, 2015, a Sheriff's deputy was involved in an accident with another vehicle in which a fire hydrant was hit causing the destruction of the fire hydrant and washing out the adjacent road.

The necessary release will be forwarded to the City of Galveston for execution. If approved, the settlement proceeds will be requested and tendered upon receipt of the executed release. There is a personal injury claim pending as a result of this incident.

Sincerely,

Paul A. Ready

PAR/mfa 15-036

cc: Sheriff Henry Trochesset
Major Darrell Isaacks

AGENDA ITEM #38.m.

WARRANTY GIFT DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

FOR CONSIDERATION of the affection that BAYSHORE LITTLE LEAGUE, INC., assumed name: BAYSHORE YOUTH SPORTS ASSOCIATION, a Texas nonprofit corporation, whose registered office is at 303 18th Street, San Leon, Texas 77539 (Galveston County, Texas), ("Grantor"), has for the COUNTY OF GALVESTON, a political subdivision of the State of Texas, whose mailing address is 722 Moody Avenue, Galveston, Texas 77550, ("Grantee"), Grantor does hereby GIVE, DONATE, GRANT and CONVEY unto Grantee, and its successors and assigns, for public purposes, all that certain land lying and being situated in Galveston County, Texas, and more particularly described as follows, to wit:

Abstract 10A Edwards, lots 10 through 18, and lots 33 through 38, of Block 46 in the San Leon Townsite of Galveston County, Texas (the "Property").

TO HAVE AND TO HOLD the above described Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, and Grantee's successors and assigns forever; and Grantor herein hereby binds itself, its successors, assigns, and administrators to WARRANT AND FOREVER DEFEND all and singular the Property unto the above named Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part hereof.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described Property.

WITNESS Grantor's hand this the ___ day of _____, 2016.

GRANTOR:

BAYSHORE LITTLE LEAGUE, INC.
Assumed name:
BAYSHORE YOUTH SPORTS ASSOCIATION

By: _____
Chris Reliford
President

By:_____
David W. Morton
Vice President and Authorized Agent

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Chris Reliford, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for and as the act and deed of, and with the authority of Bayshore Little League, Inc./Bayshore Youth Sports Association, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____, 2016.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared David W. Morton, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for and as the act and deed of, and with the authority of Bayshore Little League, Inc./Bayshore Youth Sports Association, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____, 2016.

_____
Notary Public, State of Texas

GRANTEE'S ACCEPTANCE OF DEED

County of Galveston, Grantee, accepts the attached deed and consents to its form and substance. Grantee acknowledges that the terms of the deed conform to Grantee's intent and that it will control in the event of any conflict with the contract Grantee signed regarding the Property described in the deed.

COUNTY OF GALVESTON

By: _____
Mark Henry, County Judge

Date:_____

Attest:

By: _____
Dwight Sullivan, County Clerk

Date:_____

AGENDA ITEM #38.n.

ATTACHMENT "A"

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
HOUSTON-GALVESTON AREA COUNCIL

This Data Use Agreement ("DUA") entered into by and between the Texas Health and Human Services Enterprise ("HHS") agency, the Department of Aging and Disability Services (DADS) and Houston-Galveston Area Council ("CONTRACTOR"), and incorporated into the terms of DADS Contract No.539-11-0024-00001, in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

ATTACHMENT 1. THE PURPOSE OF THIS DUA IS TO FACILITATE CREATION, RECEIPT, MAINTENANCE, USE, DISCLOSURE OR ACCESS TO CONFIDENTIAL INFORMATION WITH CONTRACTOR, AND DESCRIBE CONTRACTOR'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND THE LIMITED PURPOSES FOR WHICH THE CONTRACTOR MAY CREATE, RECEIVE, MAINTAIN, USE, DISCLOSE OR HAVE ACCESS TO CONFIDENTIAL INFORMATION. *45 CFR 164.504(E)(1)-(3)* THIS DUA ALSO DESCRIBES HHS'S REMEDIES IN THE EVENT OF CONTRACTOR'S NONCOMPLIANCE WITH ITS OBLIGATIONS UNDER THIS DUA. THIS DUA APPLIES TO BOTH BUSINESS ASSOCIATES AND CONTRACTORS WHO ARE NOT BUSINESS ASSOCIATES WHO CREATE, RECEIVE, MAINTAIN, USE, DISCLOSE OR HAVE ACCESS TO CONFIDENTIAL INFORMATION ON BEHALF OF HHS, ITS PROGRAMS OR CLIENTS AS DESCRIBED IN THE BASE CONTRACT.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Standard Contract Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq*.) and regulations there under in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance there under; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions,

safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and ***45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. ***45 CFR 164.524and 164.504(e)(2)(ii)(E)***

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F)***

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. ***45 CFR 164.504(e)(2)***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: ***45 CFR 164.504(e)(ii)(1)(A)***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses***. 45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of

Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306***

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)***

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide the name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. ***45 CFR 164.308(a)(2)***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d)***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d)***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I)***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d)***

(Z) CONTRACTOR will comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;

The Privacy Act of 1974;

OMB Memorandum 07-16;

The Federal Information Security Management Act of 2002 (FISMA);

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;

Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;

National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;

NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;

NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;

NIST Special Publication 800-88, Guidelines for Media Sanitization;

NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. ***Breach or Event Notification to HHS. 45 CFR 164.400-414***

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour

of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation,

including without limitation and to the extent available***: For (a) - (m) below: 45 CFR 164.400-414***

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein . If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 *Indemnification*

To the extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. To the extent permitted by law, CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 ***Insurance***

(A) CONTRACTOR represents and warrants that it maintains either self-insurance or commercial insurance with policy limits sufficient to cover any liability arising from any acts or omissions by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. CONTRACTOR warrants that HHS will be a loss payee and beneficiary for any such claims.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 Entirety of the Contract

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

Section 6.12 Effective Date

The effective date of this Data Use Agreement is as stated in the contract amendment which incorporates the DUA into the Base Contract.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
DADS CONTRACT NUMBER 539-11-0024-00001

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with GALVESTON COUNTY, TX (SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR	**SUBCONTRACTOR**
BY: _____	**BY:** _____
NAME: _Jack Steele_____	**NAME:** _____
TITLE: _Executive Director_____	**TITLE:** _____
DATE: _____, **2016**.	**DATE:** _____