



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

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

Mark Henry County Judge Patrick Doyle Commissioner, Precinct 1 Kevin O'Brien Commissioner, Precinct 2 Stephen Holmes Commissioner, Precinct 3 Ken Clark Commissioner, Precinct 4

SPECIAL MEETING-AGENDA

August 14, 2012 – 9:30 A.M.

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.

1. Call to Order Specially Scheduled Meeting - 9:30 a.m.
- *2. Consideration of *Renewal of the Existing Lease for Record Storage with Ross Novelli Jr.* for a period of one year on the same terms and conditions and at the same rental rate beginning August 15, 2012 and ending August 14, 2013 submitted by County Legal on behalf of the Department of Facilities.
- *3. Consideration of authorizing *County Judge to sign the Detailed Site Plan Submittal Requirements for the Public Safety Communications Towers* submitted by County Judge.
- *4. Consideration of *nullifying the appointment of Ronnie Moore to the Gulf Coast Rail District Board* submitted by Commissioner Precinct 2.
- *5. Receive and file *Limited Purpose Permit for Use of Premises by "Hit the Ground Running Enterprises, Ltd."*
- *6. Consideration of *Execution of Amendment 1 to the Customer Agreement Between the State of Texas, Acting by and through the Texas Department of Information Resources and Texas NICUSA, LLC and Galveston County to continue to provide Texas.gov services* submitted by the County Clerk.
7. **County Judge**
 - a. Propose and discuss the proposed 2012 Tax Rate and record a vote to place a proposal to adopt Tax Rate on the Agenda of a future meeting.
 - b. Consider authorizing Beirne, Maynard & Parsons to negotiate an agreed upon

order for the precinct boundary lines.

8. Adjourn Special Meeting.

**WORKSHOP WILL BEGIN IMMEDIATELY AFTER
COMMISSIONERS COURT ADJOURNS**

WORKSHOP AGENDA

1. Discuss health benefits for Galveston County Health Plan presented by Steve Gauen.
2. Discuss the 1115 Waiver Program.
3. Discuss the UTMB Contract.
4. Discuss Budget for FY 2013.

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 member 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.

AGENDA

ITEM

#2



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

Date of Request:	8/7/12	Department	Facilities				
Renewal Contract	yes	Orgkey:	2101170100	Object Code:	5481000		
Contract Start Date:	8/15/12	Vendor:	Ross Novelli Jr.				
Contract End Date	8/14/13	Vendor No	708712	Contract No.	CM09147		
Description	Record Storage Lease						
Contract # Issued By Purchasing			Requested Legal Review			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY15 \$ Request
General	2101			\$120,000			
↓ County Records Management							
Totals							
Total Cost.							

Approved By	Date	Signature
Department Head	8/7/2012	<i>[Signature]</i>
Assistant Purchasing Agent	8/7/2012	<i>[Signature]</i>
County Legal	8/7/12	<i>[Signature]</i>
Contract listed in Budget Documentation (Yes/No)		
County Budget Office	<i>[Signature]</i>	8/8/2012

State of Texas

§

§

Know All Men By These Presents

County of Galveston

§

**Lease Agreement
Bayside Warehouse
Galveston, Texas**

Whereas, the County of Galveston, a political subdivision of the State of Texas, (“Lessee”) desires to lease climatized warehouse and office space for storage of its records and other lawful county purposes, and

Whereas, Ross Novelli, Jr. the owner of Bayside Warehouse located at 7817 Bayside Avenue, Galveston, Texas, (“Lessor”) has sufficient space available and is desirous of leasing same to the County

Now, Therefore, Lessor and Lessee Agree as Follows:

I

Lessor, for and in consideration of and subject to the conditions, limitations, terms and agreements hereinafter contained, has **Demised, Leased and Let**, and by these presents does **Demise, Lease and Let** unto Lessee the following described property situated in Galveston, Galveston County, Texas, to-wit

- a) 13,116 square feet of climatized warehouse space,
- b) 268 square feet adjacent office
- c) Right of access through 3,283 square feet of common space,
- d) Non exclusive right to use loading dock and forklift storage area, and
- e) Non exclusive use of Lessor’s restroom facilities located upon or adjacent to the Demised Premises

All located at

Bayside Warehouse
7817 Bayside Avenue
Galveston, Texas 77553

and hereafter called the "Demised Premises"

To Have and to Hold the same unto Lessee, its successors and assigns for the term and subject to the conditions and covenants hereinafter set forth

II

This Lease shall be for a primary term of one (1) years commencing on the 15th day of August, 2009 at noon, and terminating on the 14th day of August, 2010 at 5 00 p m , unless terminated earlier by the County as hereinafter set forth. In addition, Lessee shall have the option and election of extending this Lease on a year-to-year basis for three (3) additional years subject to an annual increase in rentals sufficient to cover any proportionate increase in taxes and/or insurance incurred by Lessor on the premises herein leased (not to exceed 5% per annum) and subject to the same terms and conditions contained within this Lease, provided notice from the Lessee to Lessor is made in writing not less than sixty (60) days prior to the expiration of the primary term and each renewal period

Lessee may terminate this Lease at any time by giving at least one hundred twenty (120) days' notice in writing to the other party, at which time Lessee will vacate the premises and remove its improvements and equipment and restore the premises to its original condition, reasonable wear and tear excepted. Said notice period shall be computed commencing with the day after the date of mailing of such notice of termination

III.

Lessee, in consideration of the demise and of the covenants and agreements made herein by Lessor leases said premises for said primary term, and, subject to right of prior termination as hereinabove set forth, does hereby promise to pay to Lessor as rental for said premises the total sum of **One Hundred Twenty Thousand (\$120,000) Dollars** in lawful money of the United States, payable

in monthly installments of **Ten Thousand (\$10,000) Dollars** each, due and payable in advance and without notice to Lessor at ~~55 Colony Park Circle~~, Galveston, Texas ~~77551~~, on or before the 15th day of each and every calendar month beginning August 15, 2009
7817 Bayside Ave 77554

IV.

Lessee agrees not to assign, underlet and/or sublet the Demised Premises or any part thereof of the Demised Premises for any purpose whatsoever, without prior written consent of Lessor being obtained, which consent will not be unreasonably withheld.

V

Lessee agrees that the premises hereinabove described shall be used for office space for its Records Department and for storage of its records and or for any other lawful County purpose

VI.

Lessee agrees, at its expense, to provide and maintain such alarm services it deems necessary or prudent to protect its records Unless it is precluded by the terms of the County Purchasing Act, Lessee agrees to obtain these services from Alert Alarms

VII.

Lessor shall maintain, at his expense, in good condition and repair all exterior portions of the leased premises Lessor shall also maintain at his expense all air conditioning, heating, electrical, mechanical and plumbing Further, Lessor agrees to maintain all walkways, parking lots, loading dock, forklift storage area, restrooms and other common areas adjacent to the leased premises

VIII.

Lessor agrees to pay or cause to be paid all applicable ad-valorem taxes assessed on the Demised Premises prior to date of delinquency Lessor also covenants and agrees that, throughout the term of this Lease and at Lessor's cost and expense, he will keep the building insured against loss, damage and destruction by fire, wind, flood and other hazards as are covered by and protected against

under policies of insurance in an amount not less than 80% of the then full replacement value of said improvements

In the event of damage or destruction to the Demised Premises, **Lessor** shall have thirty (30) days after such damage or destruction occurs to determine whether or not to make repairs or restoration. In the event **Lessor** elects to repair or restore the Demised Premises, such insurance proceeds shall be used to restore, repair or replace the damaged portions of the Demised Premises as nearly as may be practicable to its original condition (unless alternative repairs or restorations are deemed more appropriate by **Lessor**, in which event such alternative repairs or restorations may, subject to approval by **Lessee**, be made), including temporary repairs and protection of such Improvements pending the completion of permanent repairs, restoration and replacement.

If **Lessor** elects not to repair such damage or destruction, this Lease shall terminate as of the date of such damage or destruction and all obligations imposed upon **Lessee** by virtue of this Lease shall cease.

Lessee may, but is not obligated, to obtain such property damage insurance it may desire on its personal property and equipment located within the Demised Premises. **Lessee** is self insured against third party liability and Workers Compensation claims.

IX.

Lessor will provide, at his expense, a separate electric meter that covers the climatized warehouse space, the office space and the common area portions of the Demised Premises used by **Lessee**. **Lessee** shall pay for electricity utilized by it on the Demised Premises. **Lessor** shall not be liable for temporary interruption of any utility services and shall not be liable for any damages from plumbing, gas, water, steam or sewerage leaks or stoppage unless such interruption or damage is caused by any act, omission or negligence of **Lessor**, his employees, agents, licensees or contractors.

In the event the Demised Premises should become in need of repairs required to be made by Lessor, Lessee, acting by and through its Director of Facilities shall give written notice to Lessor and Lessor shall make such repairs and/or replacement with reasonable promptness, or, in any event, within ten (10) days of receipt of such notification. In the event Lessor shall fail to make such repairs or replacements promptly, or within ten (10) days after written notification as hereinabove provided, Lessee may make same and deduct the cost of said repairs and/or replacements from the next rental period or periods, whichever is applicable, or at Lessee's option, Lessee may terminate this Lease at which time all obligations imposed upon Lessee by virtue of this Lease shall cease.

X

Subject to prior approval of Lessor, which approval will not be unreasonably withheld, Lessee may install shelving and an alarm system. Lessee may make such other alterations and changes to the interior of the Demised Premises as it deems necessary for its purpose, provided that such alterations do not injure the building structure, are in conformity with the City of Galveston's Building, Plumbing and Electrical Codes and required inspection and permits are obtained, and that such alterations and changes to the Demised Premises shall be made at Lessee's expense and cost. Such consent is not required for normal maintenance such as painting, which may periodically be performed by Lessee. Lessee shall in no way alter or otherwise change the exterior appearance or front of the Demised Premises without the prior written consent of the Lessor. It is agreed that all such shelving, alarm system, fixtures and other personal property installed by Lessee may be removed by Lessee at the termination of this Lease or any extension thereof, provided that everything attached to and intended to be a part of the real property must remain if there is any doubt as to the intent in the installment of the fixtures or equipment.

XI.

Lessee may erect signs as approved by Lessor both identifying the Demised Premises as Lessee's record storage facility and warning of Lessee's alarm system in front of the leased space

XII.

A number of the records stored within the Demised Premises are confidential in nature and may not be reviewed by any unauthorized person. Accordingly, if Lessee's Director of Facilities, or its Records Management officer or clerical staff is present, then Lessor or Lessor's representative, agents or servicemen may enter the Demised Premises during any reasonable time for any reasonable business purpose. If such persons are not present, Lessor or Lessor's representative or servicemen may only enter the premises in emergency situations such as fire or other casualty and notice of such entry shall be provided Lessee as soon as possible. Otherwise, Lessor may not enter the Demised Premises.

XIII.

Lessor covenants and warrants that the Lessee, upon paying the rental and other payments herein provided and performing and keeping the covenants of the Lessee to be kept pursuant to the provisions hereof, shall lawfully and quietly hold, occupy, use and enjoy the Demised Premises, and shall have the full, exclusive and unrestricted use and enjoyment of the Demised Premises during the entire term of the Lease, without hindrance or molestation of the Lessor during the term of this Lease, or any person or persons claiming under the Lessor, or his successors or assigns.

XIV.

Lessee agrees on the last day of the term hereof, or on any earlier termination of this Lease, to surrender the Demised Premises unto Lessor in good condition and repair, reasonable wear and tear excepted. Lessee, on or before the end of the term or upon any earlier termination of this Lease, shall

remove all its personal property, including but not limited to its shelving and burglar alarm system from the Demised Premises

XV.

Should there at any time be any default in any of the covenants herein, including the timely payment of rent as provided, and such default shall continue for thirty (30) days after written notice thereof by the Lessor to the Lessee (without being fully remedied within such thirty (30) day period) Lessor shall have the right to declare this Lease forfeited and the leasehold term hereof ended. In the event the Lessor declares this Lease forfeited and the leasehold term ended, the Lessor shall have the right to re-enter the Demised Premises, with process of law, and to direct Lessee to remove all persons or chattels therefrom, as though such date of termination was originally set forth for the expiration hereof, and except for the payment of all rentals which may accrue through the date of such termination or removal of Lessee, whichever is later, and the performance of each, every and all of the other obligations of the Lessee which may accrue to such date, Lessee's obligations hereunder and this Lease shall cease and terminate and Lessee shall be under no further obligation to the Lessor hereunder, provided the Lessee surrenders to the Lessor the complete physical possession of the Demised Premises on or before such date of termination. **Under no circumstances may Lessor be permitted to remove or have removed the records being stored within the Demised Premises. This is because they are official governmental records belonging to Lessee.**

XVI

The covenants and agreements contained herein shall be binding upon and inure to the heirs, devisee, successors, assigns and legal representatives of the parties hereto in all aspects and in the manner as the parties hereto are bound by this agreement

XVII.

Any notice to be given under the terms of this Lease shall be delivered as follows

Lessor

Ross Novelli
~~55 Colony Park Circle~~ 7817 Bayside Ave
Galveston, Texas ~~77551~~ 77554



Lessee:

County of Galveston, Texas
Director of Facilities
Galveston County Courthouse
722 Moody, 6th Floor
Galveston, Texas 77550

with a copy sent to

Director of Special Projects
Galveston County Courthouse
722 Moody 2nd Floor
Galveston, Texas 77550

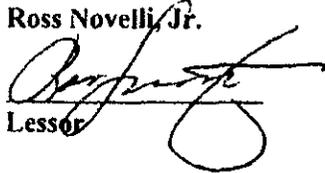
The above addresses may change upon notice being given by the person changing the address to the other person

XVIII.

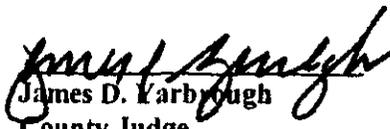
This Lease embodies the entire contract between the parties hereto relative to the subject matter hereof. No variation, modification or change herein or hereof shall be binding upon any party hereto unless embodied in a written document executed by such parties. A waiver by any party hereto of any breach or default of any provision contained herein shall not be deemed to be a waiver of any such provision or of any subsequent breach or default thereof.

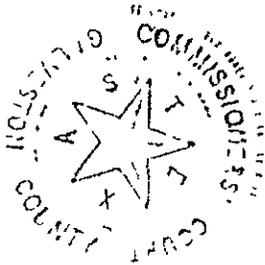
Executed in multiple copies, this 26th day of August, 2009

Ross Novelli, Jr.

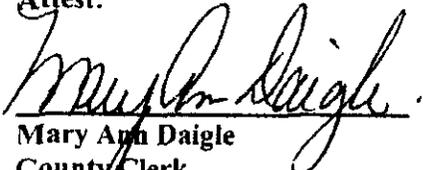
By: 
Lessor

County of Galveston

By: 
James D. Farbrough
County Judge
Lessee



Attest:


Mary Ann Daigle
County Clerk

depts\facilities\Record Storage Lease Final 2009

AGENDA

ITEM

#3

CITY OF TEXAS CITY
DETAILED SITE PLAN
SUBMITTAL REQUIREMENTS





CITY OF TEXAS CITY

Transportation & Planning Dept
928 5th Ave North
Texas City Texas 77590
409 643 5951
Fax 409 949 3001

DEVELOPMENT APPLICATION

APPLICATION TYPE PLEASE CHECK APPROPRIATE BOX BELOW

- | | | |
|--|--|--|
| <input type="checkbox"/> Zoning Change | <input type="checkbox"/> Replat | <input type="checkbox"/> Subdivision Master Plan |
| <input checked="" type="checkbox"/> Detailed Site Plan | <input type="checkbox"/> Minor Plat | <input type="checkbox"/> ROW Abandonment |
| <input type="checkbox"/> Preliminary Plat | <input type="checkbox"/> Amending Plat | |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Vacating Plat | |

See appropriate checklist and fee schedule for minimum submittal requirements for each application

PROPERTY INFORMATION

Project Name Public Safety Communication Tower

Project Address or Location 5701 Attwater, Texas City, TX 77590

Legal Description ABST 180 PAGE 10 LOT 1 and part of LOTS 2, 3, 4, 5 BLK 11 TC Gardens

Proposed No. of Lots N/A Gross Acreage _____

Existing Zoning _____ Proposed Zoning _____

Existing Use Vacant Field Proposed Use Public Safety Communications

APPLICANT & OWNER INFORMATION

Name of Applicant: County of Galveston
(print or type)

Signature: *Mark Henry* Company _____
Mark Henry, County Judge

Address 722 Moody

City Galveston State TX Zip 77550

E-mail _____ Ph _____ Fax _____

Name of Property Owner County of Galveston
(print or type)

Signature _____ Company _____

Address 722 Moody

City Galveston State TX Zip 77550

E-mail _____ Ph _____ Fax _____

(The property owner may submit a notarized letter of authorization in lieu of a signed application)

For Department Use Only	
Date Received _____	Fee Paid \$ _____
Accepted by _____	



CITY OF TEXAS CITY

Transportation & Planning Dept
928 5th Ave North
Texas City, Texas 77590
409 643 5951
Fax 409 949 3001

DEVELOPMENT APPLICATION SUBMITTAL PROCESS & REQUIREMENTS

DETAILED SITE PLAN

Site plan approval by the Planning Board shall be required prior to the issuance of a building permit for the following types of development

- 1 Development in non-residential zoning classifications
- 2 Development in Planned Unit Developments (PUD), excluding areas of planned developments devoted exclusively to single-family, single-family attached or duplex dwellings
- 3 Development in the S-P Site Plan District, excluding uses devoted exclusively to single-family, single-family attached or duplex dwellings
- 4 Townhouse or multifamily dwellings
- 5 Schools, elementary or secondary
- 6 Mobile home or recreational vehicle park
- 7 Recreational and entertainment uses

Approval of a site plan by the Planning Board shall be required when the site plan is in conjunction with a request for a zoning change excluding uses devoted exclusively to single-family, single-family attached or duplex dwellings

The following list of submission requirements should be used by the applicant as a guide in preparing a complete Detailed Site Plan application. The City will also use the checklist to verify the completeness of the application at the time it is submitted.

Applicants are responsible for submitting complete applications. Incomplete applications will result in the application being rejected for acceptance or lengthen the development review process.

- Application** A completed development application including all required signatures
- Application Fee** none
- Detailed Site Plans:** 13 copies a of the detailed site plan. The site plan must be drawn to a scale at which all details of the drawing are legible after the drawing has been reduced to an 8 ½" x 11" format. See the submittal requirements for Detailed Site Plans.

CITY OF TEXAS CITY DETAILED SITE PLAN SUBMITTAL REQUIREMENTS

THE FOLLOWING INFORMATION IS REQUIRED ON ALL DETAILED SITE PLAN SUBMISSIONS

FORMAT

- North arrow
- A notation of the scale, which must be an engineering scale
- A bar or graphic scale
- A location map with the subject site clearly indicated
- A legend for any graphic symbols used
- Date of preparation and subsequent revisions
- The exhibit must be drawn to a scale at which all details of the drawing are legible after the drawing has been reduced to an 8 ½" x 11" format

TITLE BLOCK

- The name of the proposed project
- The words "Detailed Site Plan "
- A notation of the gross acreage
- The words, "Texas City, Galveston County, Texas "
- The name, address, and telephone number of the property owner
- The name, address, and telephone number of the applicant
- The name, address, and telephone number of the property owner

SITE INFORMATION

- Acreage of tract
- Boundary of tract
- Name of Abstract and Survey of the property if it has not been platted
- Lot, block, and subdivision name of property if it has been platted
- Location and width of all existing and proposed internal streets, rights-of-way and easements
- Both sides of all existing and proposed perimeter streets
- Adjacent subdivisions, showing streets, easements, adjacent lot lines, and subdivision name. If the adjacent property is unplatted, show property lines and current owner(s), and note "Not Platted "
- Floodplains, floodways, stream courses, or other water features
- Proposed lot lines
- Minimum and average size of the lots
- Current zoning and land use of adjacent property
- Proposed zoning of tract(s) if applicable
- Where multiple tracts are being proposed for rezoning, each tract should be labeled by a numerical or alphabetical designation (i.e. Tract A)
- Table identifying the acreage of each tract. (Where applicable, acreages designated for rights-of-way, parks, open spaces, etc. should be identified on the table.)
- Boundary lines of each tract
- Approximate dimensions of each tract
- Location and height of existing and proposed buildings (label primary use of each building)
- Gross square feet of each building
- Total number of multi-family units for the project and within each building if applicable
- Building elevations if required depicting amount and type of exterior facades

- Label each building's minimum finished floor elevation if adjacent to or within 100-year floodplain
- Circulation lanes, private drives, fire lanes and driveways including cross circulation lanes between proposed or existing lots
- Location and dimension of all parking areas
- Location of loading dock areas
- Location and screening of trash dumpsters
- Location and type of landscaping (types and number of trees (this may be depicted on a separate sheet)
- Location, type and height of screening fences and walls
- Location of any open storage areas
- Location of any above ground or underground fuel storage tanks
- Location of any pipelines
- Location of any fuel pump islands



400 ' Self Supporting Tower Project

Prime tower site for the Galveston County Public Safety
Regional Trunked Radio System

Proposed site is located at the Galveston County Juvenile Justice
Center located at 6101 Attwater, Texas City, Texas

Project Management

Galveston County in conjunction with
Galveston County Emergency Communication District

Contractor

Consolidated Telecom Services

Attachments

Project History and Summary
Photos of a project of similar design
Google Earth view of proposed sites
Site Plan for Option 1
Site Plan for Option 2

Introduction:

The Galveston County Emergency Communication District (GCECD) manages the 9-1-1 infrastructure and the public safety radio infrastructure for Galveston County. The radio system also serves local governmental jurisdictions along with critical infrastructure entities, such as the refineries. The District is currently leasing space on a commercial tower near the intersection of Hwy 146 and the North Loop. For different reasons, capacity wise and structurally, the District needs to vacate that tower and move to another tower. The site in Texas City is considered the prime site for the radio system. This location is critical because in the event of a failure of the other tower sites, public safety personnel across the County can still work off of the Texas City site until the other sites can be restored. It is also very important that this tower be located in Texas City so that the radio system can provide the coverage needed to service the critical infrastructure facilities in the city.

Working in partnership with the County of Galveston, the Galveston County Emergency Communication District applied for and was awarded a grant through the Houston Urban Area Security Initiative for the construction of a tower that will house the public safety radio system. The County of Galveston is the sub - recipient of the grant monies and is working closely with GCECD to implement the project.

One of the conditions of the grant is that the tower must be built on property owned by Galveston County. GCECD has worked very closely with Texas City officials to identify a good location for the tower. The site that has been tentatively identified is on property owned by Galveston County that is adjacent to the Juvenile Justice Center on Attwater.

Scope of Project:

The project consists of a 400' self supporting tower that will support the antennas necessary to provide the radio system coverage for this area. Along with the tower there will be an equipment shelter, 32' X 12' with an enclosed generator that will sit on an elevated platform that will be 15' ASL. There will also be two 1000 gallon propane tanks to provide fuel for the generator that will be used in the event of a power failure. This area will then be enclosed with a chain link fence that will have 6' swing gates for access.

There are two locations on the same piece of property being proposed. The first location is near the front of the property closer to Attwater. This site is preferred because of easier access to the site. The secondary location is towards the back of the property which would require access through the Texas Department of Criminal Justice Correctional Unit located adjacent to the Juvenile Justice Center.



Contact Information

Galveston County Emergency Communication District

- Bobby Wright - Executive Director
bobw@galco911.org
409-771-5548
- Jack Wilkins - Operations Manager
jackw@galco911.org
409-771-6226

County of Galveston

- Dudley Anderson - County Architect
Dudley Anderson@a.co.galveston.tx.us
409-770-5330

Consolidated Telecom Services

- Jack Phipps - Project Manager
jphipps@ccc411.com
512-674-9416
 - Scheral Rivera- Director of Systems Integration
srivera@ccc411.com
512-445-9470
- 

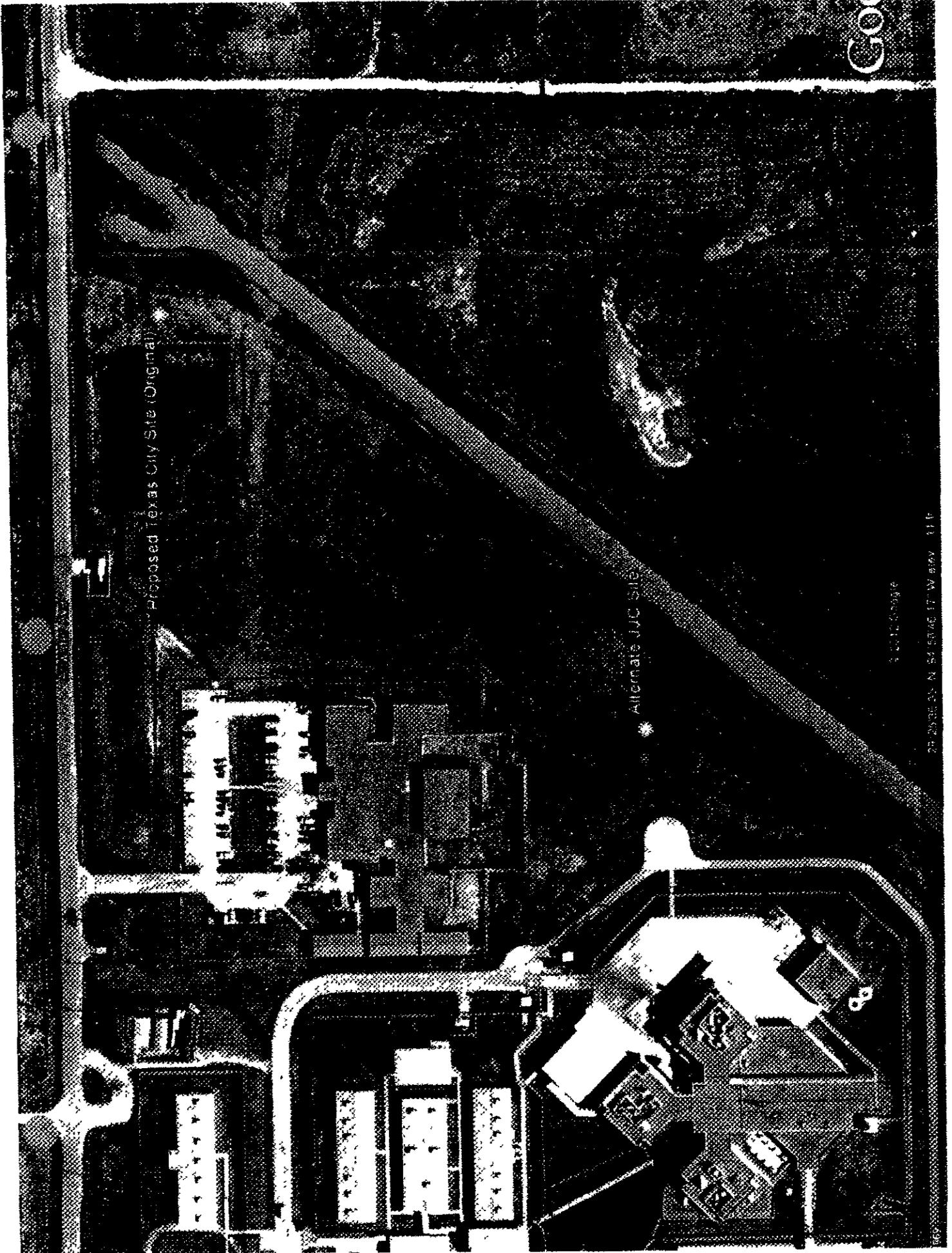


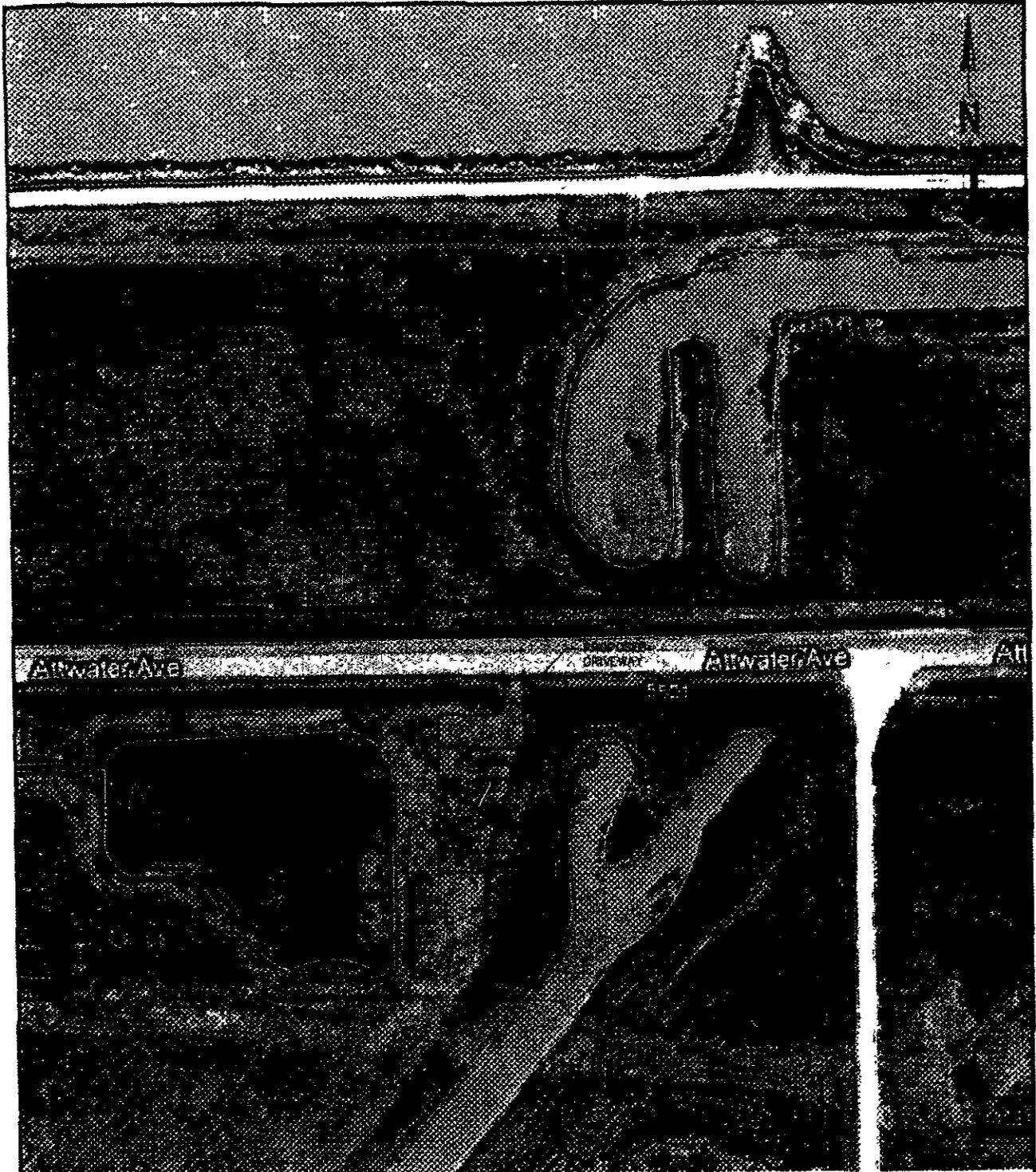
Proposed Texas City Site (Original)

Alternate JUC Site

© 2012 Google

25 2536 25 N 54 5746 17 W 800 111



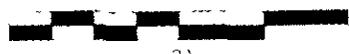


Allwater Ave

DRIVEWAY

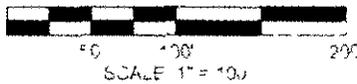
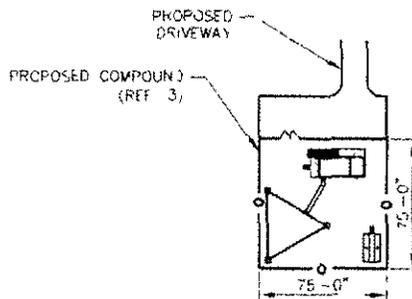
Allwater Ave

All



100' (1)
30.48

	<p>WELP WELP WELP</p>	<p>GALVESTON COUNTY TEXAS CITY TOWER</p>	<p>PROPOSED ATT WATER AREA</p>	<p>1</p>
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1111 11th St
Galveston, TX 77550
Tel: 409-763-1111
Fax: 409-763-1112
www.e1e.com
Tel: 409-763-1111

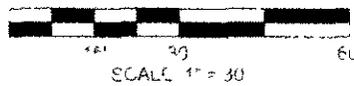
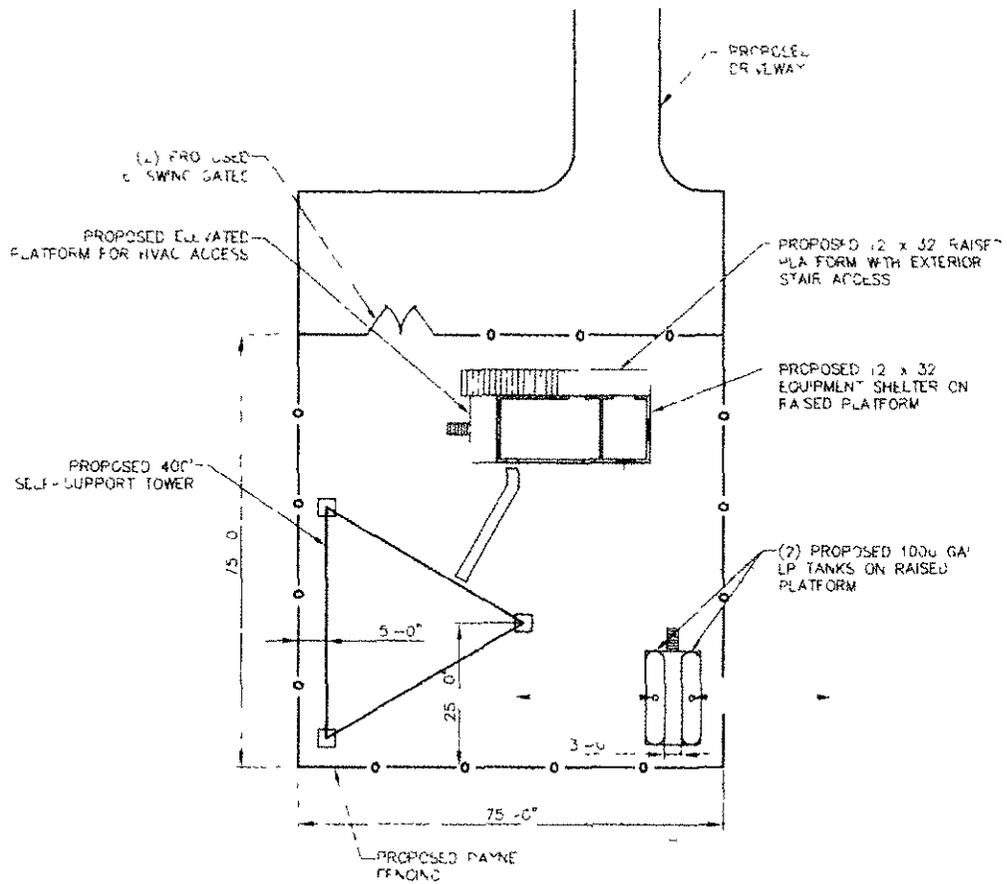
FOR
INFORMATION
ONLY

GALVESTON COUNTY
TEXAS CITY TOWER

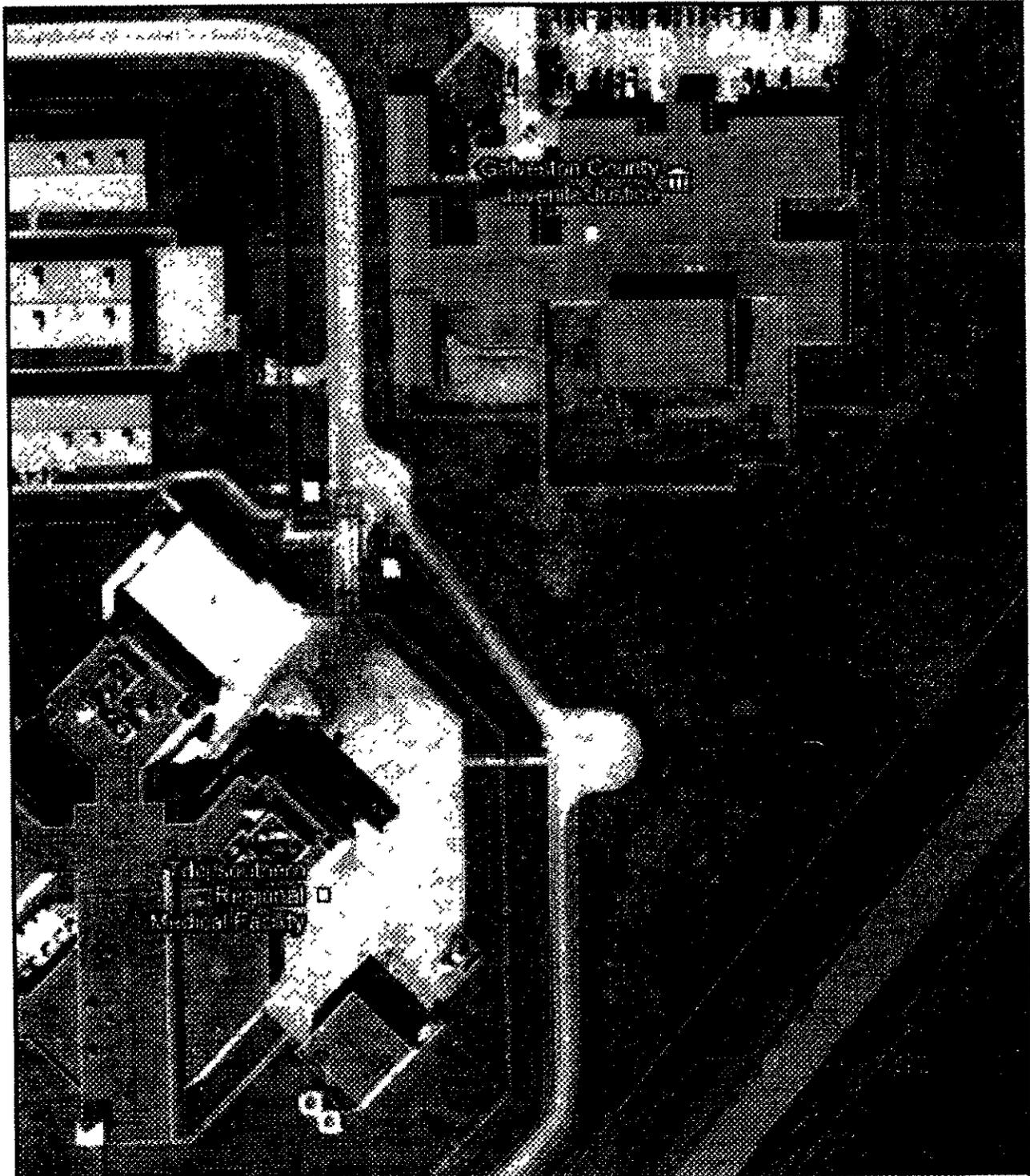
PROPOSED
ATTWATER
AREA
07/17/2012

2

1
N
1

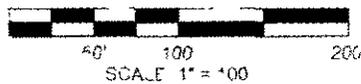
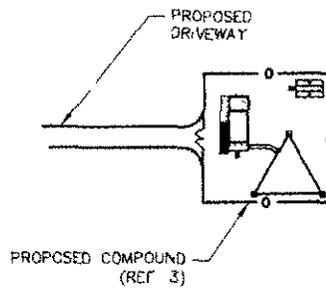


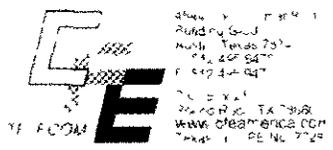
<p>ALL J14</p>	FOR INFORMATION ONLY	GALVESTON COUNTY TEXAS CITY TOWER	PROPOSED ATTWATER COMPOUND	3
			JUL 31 2012	

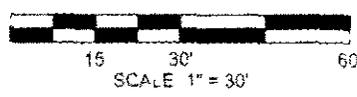
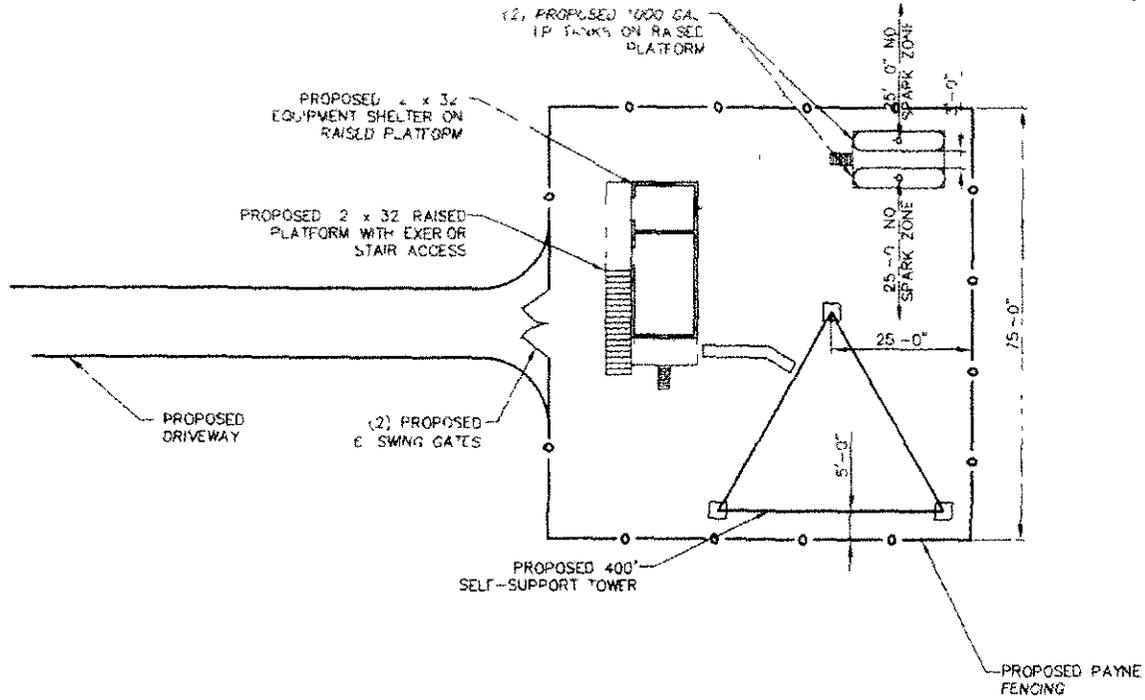


50 100 200
SCALE 1" = 100'

	<p>FOR INFORMATION ONLY</p>	<p>GALVESTON COUNTY TEXAS CITY TOWER</p>	<p>PROPOSED JJC COMPOUND / / 31' 20" x 2</p>	<p>1</p>
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	FOR INFORMATION ONLY	GALVESTON COUNTY TEXAS CITY TOWER	PROPOSED JJC COMPOUND	2
			07/31/2012	



CE
L.L. TOM

4944 S. ...
Building to ...
Austin Texas 7874
752 4548
12-556

P.O. Box
11111 ...
Austin Texas 78724

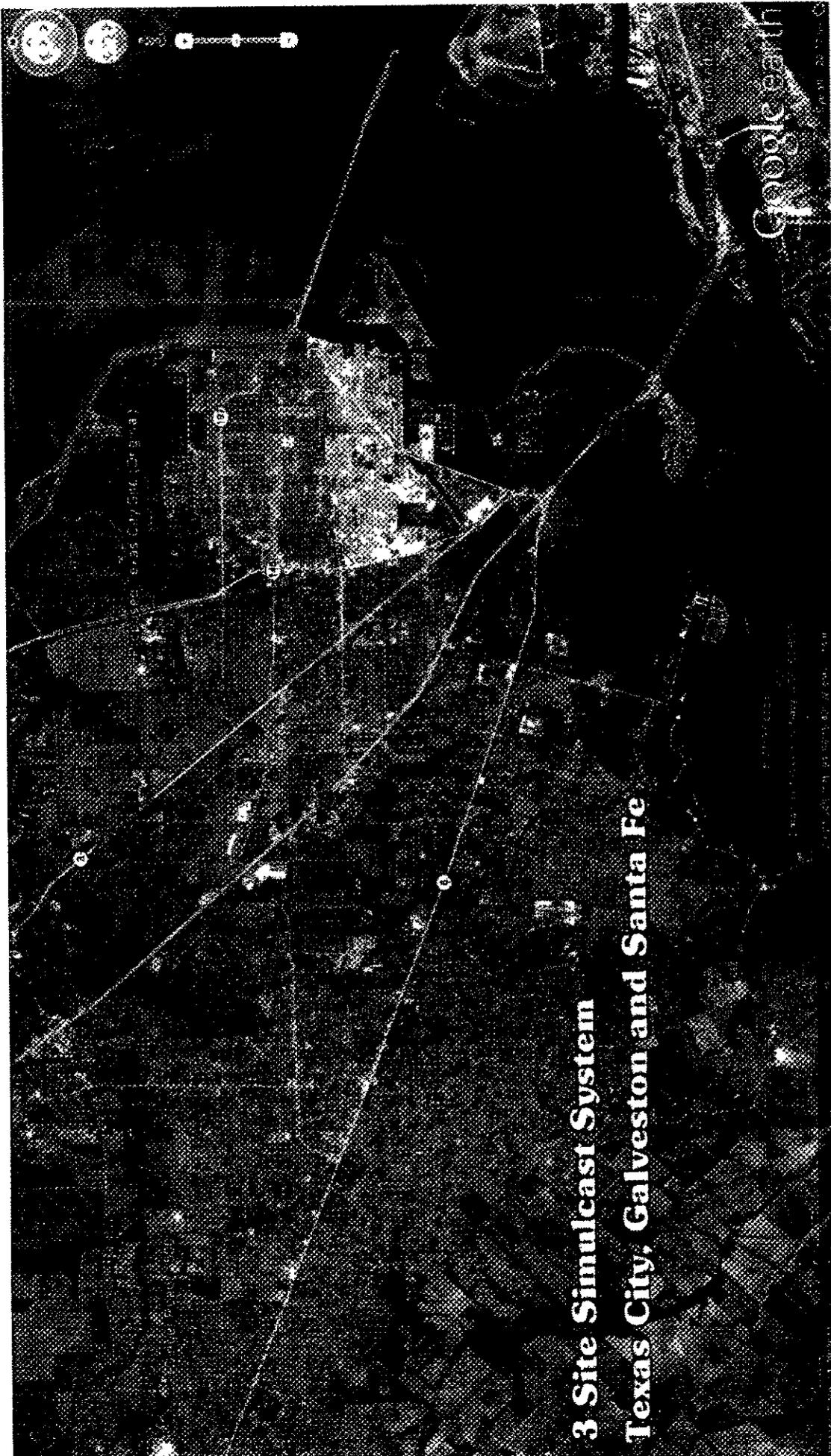
FOR
INFORMATION
ONLY

GALVESTON COUNTY
TEXAS CITY TOWER

PROPOSED
JJC
COMPOUND

07/31/2012

3

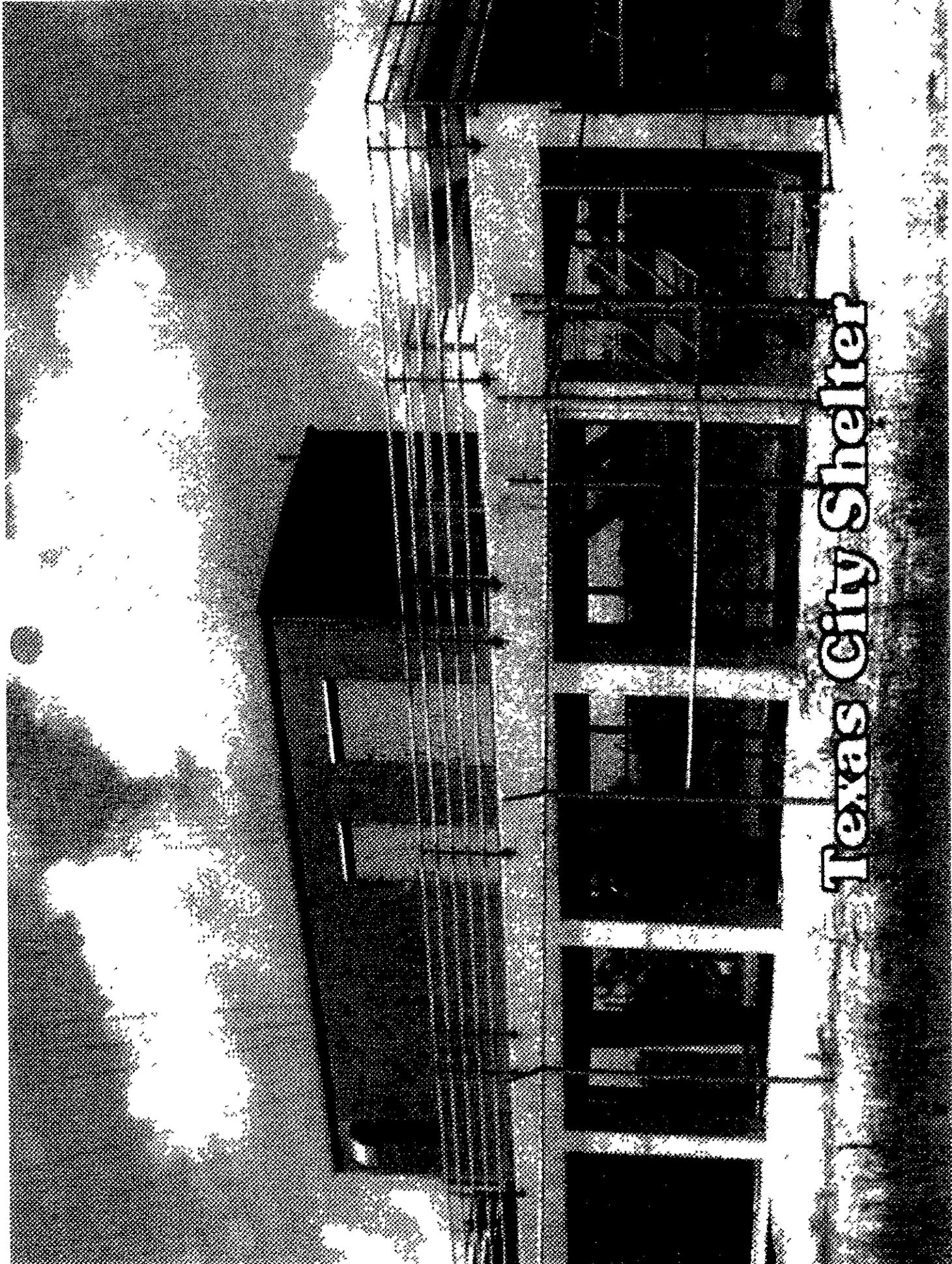


3 Site Simulcast System
Texas City, Galveston and Santa Fe

Google Earth



Self Supporting Tower



Texas City Shelter



AGENDA ITEM

#4

**NO
BACK – UP
PROVIDED**

AGENDA

ITEM

#5

State of Texas §
§
County of Galveston §

**Limited Purpose Permit for Use of Premises at
715 19th Street, Galveston, Texas 77550
(known as the Galveston County North Jail)**

Applicant: Hit the Ground Running Enterprises, Ltd
741 Madison Avenue, 4th Floor
New York, N.Y 10065
Phone (212) 288-5535
Facsimile (212) 288-5536

Applicant's Project: The Unusual

I Access, Duration, Purpose

Applicant is hereby granted access to the 3rd Floor of the Galveston County North Jail, located at 715 19th Street in the City of Galveston and County of Galveston, Texas (Premises) on August 9, 2012 between the hours of 9:00 a.m. and 5.00 p.m. for the limited purpose of photographing and recording scenes for motion-pictures for The Unusual, with the right to exhibit and license others to exhibit all or any part of said scenes in motion pictures throughout the world and in perpetuity. Such permitted access includes the right to bring personnel and equipment (including props and temporary sets) onto Premises, provided however, that Applicant shall remove the same therefrom after completion of its work, or by 5:00 p.m. on said August 9, 2012, whichever comes earlier. Applicant warrants that it shall leave the Premises in the same condition as, or better than, when Applicant entered the Premises. Said date and time of permission, August 9, 2012 between the hours of 9:00 a.m. and 5:00 p.m. is subject to change in case of changes in production schedule or weather conditions, provided however, that such duration of use shall not be longer than five (5) hours.

Applicant agrees that its use of Premises is limited to the purpose described above. Any other use of the Premises will automatically revoke this Permit. Applicant's use of the Premises shall be without cost or expense to Galveston County.

This Permit is granted exclusively to Applicant. It is Applicant's responsibility to notify any of its employees, officers, owners, members, partners, agents, affiliates, representatives, associates, contractors, or subcontractors of the terms and conditions of this Permit. If

Applicant allows third parties other than those named herein onto Premises, then it is also Applicant's responsibility to notify such third parties of the terms and conditions of this Permit. It is Applicant's responsibility to ensure that any person or entities performing services on the Premises shall abide by the conditions of this Permit.

- 2 Applicant shall be responsible for any damage to the Premises occasioned by Applicant's use of the Premises, including acts and/or omissions, whether caused by any of its employees, officers, owners, members, partners, agents, affiliates, representatives, associates, contractors, or subcontractors, or by third parties.
- 3 **Insurance** Applicant shall not enter upon said Premises or otherwise commence any activities under this Permit until it has obtained all insurance required herein and provided written proof as required herein. Applicant shall obtain and maintain commercial general liability insurance, including bodily injury and property damage coverage, with combined single limits of \$1,000,000 or as may be required by State or Federal law, whichever is greater. Such insurance must be issued by a casualty company authorized to do business in the State of Texas. The County of Galveston shall be named as an additional insured on the commercial general liability insurance policy. Applicant shall provide proof of same to Galveston County by providing a Certificate of Liability Insurance to the Director of the Galveston County Facilities Department. The insurance required herein shall be on an occurrence basis. All policies of insurance must waive any and all rights of subrogation against Galveston County, its officials, employees, and agents.
- 4 **Worker's Compensation** Applicant represents and warrants that it carries in full force and effect Worker's Compensation Insurance Policy(ies) if it has more than one employee, for all of its employees, including full time, part time, and emergency employees employed by Applicant.
- 5 **No Warranty of Suitability and Assumption of Risk** Galveston County does not warrant in any manner that any portion of the Premises is suitable for the permitted purpose. Further, the Premises has been vacant for at least five (5) years and has not been maintained. There is no operating air conditioning within the Premises, nor is electricity on to the Premises. The current condition of the Premises, including air quality, may be unsafe. Applicant's access to, egress from, and any other use of the Premises is at its' own risk. Applicant agrees that Galveston County has no responsibility to protect or safeguard Applicant, its employees, officers, agents, or other persons using the Premises at the direction of Applicant.
- 6 **Applicant agrees to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless the County of Galveston, its officials, employees, and agents from, any and all claims, demands, suits, actions, recoveries, judgments, and costs and**

expenses including reasonable attorney fees for the defense therewith, on account of the loss of life, property, or injury or damage to the person or property arising out of or occasioned by the act or omission of Applicant, its employees or agents, in its access to, egress from, or use of the Premises.

- 7 Applicant represents and warrants that the individual executing this Permit on its behalf has the legal authority to do so and to bind the Applicant to all terms and conditions herein.
- 8 This Permit shall be governed by the laws of the State of Texas. Venue shall lie exclusively in Galveston County, Texas. Further, Applicant represents and warrants that it is registered with the Secretary of State of the State of Texas and authorized to do business in the State of Texas, or that it qualifies for and is exempt from such requirement in accordance with the laws of the State of Texas.

****Signature Page Follows this Page****

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The foregoing Limited Purpose Permit is hereby **Agreed to** and **Executed by** the Parties hereto, each respective Party acting by and through its duly authorized official, as required by law, in duplicate counterparts, each of which shall be deemed to be an original

Hit the Ground Running Enterprises, Ltd.,
By:


Signature

COLIN WILHAM, ASSOCIATE PRODUCER
Printed Name and Title of Signatory Above

8-8-12
Date Signed

Galveston County, Texas,
By:


Mark Henry, County Judge

8/14/12
Date Signed

Attest:

Dwight Sullivan
Galveston County Clerk

By  Deputy

AGENDA

ITEM

#6



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

Date of Request.	8/8/12	Department	COUNTY CLERK				
Renewal Contract.	yes	Orgkey.		Object Code:			
Contract Start Date	9/1/12	Vendor.	TEXAS NICUSA, LLC				
Contract End Date:	2/28/14	Vendor No		Contract No			
Description	TEXAS.GOV e-filing services						
Contract # Issued By Purchasing:		Requested Legal Review.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
Fund Name	Fund #	FY12 \$ Budget	FY12 \$ Request	FY13 \$ Request	FY14 \$ Request	FY15 \$ Request	FY15 \$ Request
Totals							
Total Cost.							

Approved By	Date	Signature
Department Head.	8/8/12	<i>August D. Sullia</i>
Assistant Purchasing Agent	8/8/2012	<i>Erin A. Malone</i>
County Legal	8/8/12	<i>Nancy Bozorman</i>

Contract listed in Budget Documentation (Yes/No) Yes No

County Budget Office *[Signature]* 8/9/2012



texas.gov

100 Congress Avenue
Suite 600
Austin, Texas 78701
tel 512 651 9300
fax 512 651 9334

Texas gov is a service of TexasOnline

DATE September 14, 2012
ATTN: County and District Clerks, Deputies and Personnel
RE. STATUS REQUEST—Customer Agreement Amendment for eFiling
Services

Please find the enclosed, fully approved copy of the eFiling Amendment for your county.

Thank you for your ongoing support of the eFiling service. We will continue to work diligently to ensure a smooth transition. Please contact Danielle D'Amours, via phone, at 512 651.9965, or by email to ddamours@egov.com, if I may offer further assistance

We appreciate your time and help!

Best regards,

Danielle D'Amours
Contracts Analyst
Texas.gov

**AMENDMENT 1 TO THE CUSTOMER AGREEMENT
BETWEEN
THE STATE OF TEXAS, ACTING BY AND THROUGH THE
TEXAS DEPARTMENT OF INFORMATION RESOURCES
AND,
TEXAS NICUSA, LLC
AND
GALVESTON COUNTY**

Purpose The purpose of this amendment is to edit the Customer Agreement

Whereas, effective July 28, 2010 the Texas Department of Information Resources (DIR), Galveston County (Customer), and Texas NICUSA, LLC (Vendor) entered into a Customer Agreement to provide Texas gov services

BACKGROUND

The Office of Court Administration (OCA), the Texas Supreme Court, and the Judicial Committee on Information Technology (JCIT), have jointly extended eFiling service through Texas gov, for up to 18 months, to February, 2014, to accommodate OCA procurement of a new eFiling provider and transition to the new solution

AUTHORITY

This amendment is coterminous with the Texas Supreme Court Customer Agreement for the eFiling service

EFFECTIVE DATE

This amendment is effective as of **September 1, 2012**

For good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties do hereby amend the Customer Agreement as follows, all other terms and conditions remain the same

1 Edit Customer Agreement

- 1.1 Section 1.2 Customer Agreement—Standard Terms and Conditions, delete Section 10 in its entirety and replace with the following

10 Termination

10.1 The Customer Agreement is effective on September 1, 2012 and expires no later than the earlier of February 28, 2014 or the termination or expiration of either the TexasOnline 2.0 Master Agreement or the Texas Supreme Court eFiling Customer Agreement, unless this Customer Agreement is earlier terminated as set forth below, or extended in accordance with Section 10.4 below

10.2 In the event that any Party fails to carry out or comply with any of the material terms and conditions of the Customer Agreement, another Party may notify the breaching Party of

such failure or default in writing and demand that the failure or default be remedied within thirty (30) days. In the event that the breaching Party fails to remedy such failure or default within thirty (30) days of receiving written notice, each other Party will have the right to cancel the Customer Agreement upon thirty (30) days written notice. Notwithstanding the foregoing, Customer will not have the right to cancel the Customer Agreement if Vendor's failure or inability to comply with the terms and conditions of the Customer Agreement is caused by or arises from, in whole or in part, the refusal or inability, for whatever reason, of Customer to provide the support and assistance that Vendor requires from Customer to perform its obligations under the Customer Agreement, and which Customer previously agreed to provide to Vendor. If Customer does not provide Vendor with the requisite level or amount of support, for whatever reason, Vendor will, upon receipt of DIR approval, be entitled, but not obligated, to suspend or cancel any further work on the particular service or product or Application for which adequate support is not available, and focus its efforts on other services, products or Applications.

10.3 Except as otherwise provided in the Texas Online 2.0 Master Agreement or as provided below, DIR and Vendor may terminate the Customer Agreement without cause and without cost or penalty no earlier than August 31, 2013 and with 90-day prior written notice.

10.4 Upon written amendment signed by all Parties, Customer and Vendor may elect to continue Vendor's services under the Customer Agreement, notwithstanding the expiration or termination of the TexasOnline 2.0 Master Agreement.

10.5 Except as otherwise provided in the Texas Online 2.0 Master Agreement or as provided below, Customer may terminate the Customer Agreement without cause and without cost or penalty no earlier than August 31, 2013 and with 45-day prior written notice.

10.6 Unless otherwise provided in Exhibit A herein, pursuant to the provisions of TexasOnline 2.0 Master Agreement and with respect to services that are not funded through Transaction Fees and Premium Subscription Fees, the Customer will pay any unrecovered costs associated with Vendor providing service to them through Texas gov, if the Customer terminates the Customer Agreement for convenience or lack of funding prior to August 31, 2013 and before those costs are fully recovered. Such unrecovered costs will be calculated in accordance with Exhibit B Terms and Conditions, Section 11.03(d) Termination fee of the Master Agreement.

10.7 DIR may terminate this Customer Agreement following the determination by a competent judicial or quasi-judicial authority and Vendor's exhaustion of all legal remedies that Vendor, its employees, agents or Subcontractors have either offered or given anything of value to an officer or employee of Customer or the State of Texas in violation of State law.

2. Replace Exhibit A in its entirety with the attached Exhibit A to apply the following changes:

2.1 Edit Fee Schedule – Section 1 Electronic Filing Manager (EFM) Application, as follows:
2.1.1 Update Texas gov Filing Fee.

2 1 2 Update payment terms

3 Replace Exhibit B in its entirety with the attached Exhibit B

AGREED AND ACCEPTED:

Vendor:

By 

Print Name Erin Hutchins

Title Director of Portal Operations

Date 8/14/12

Texas Department of Information Resources:

By 

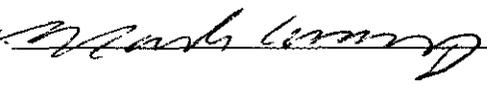
Print Name Carl D. Marsh

Title Chief Operating Officer

Date 8/25/12

Legal Meghan [Signature] 8/28/12

Customer:

By 

Print Name Mark Henry

Title Galveston County Judge

Date 8/14/12

Phone. 409-766-2244

Email mark.henry@co.galveston.tx.us

Exhibit A: Amendment 1

Customer: Galveston County

List of Application(s) Supported Under this Customer Agreement

1. Electronic Filing Manager (EFM) Application

- A Court Intake Application
- B Court Profile
- C Court Registration
- D Filer Registration
- E Payment Services

List of Service(s) Provided Under this Customer Agreement

- **Electronic Filing Manager (EFM) Application**
 - Electronic Payments System Credit Card Authorization Services/Settlement Services
 - Partner Relations
 - Filing Purge Services
 - Helpdesk Services for TexasOnline Applications
 - Hosting Support Services
 - TexasOnline Training
 - Physical Environment Management
 - Network Infrastructure Management
 - Hardware Management
 - Operating System Administration
 - EFM Unsuccessful Payments

Fee Schedule

1. Electronic Filing Manager (EFM) Application

Fee Schedule

1. Electronic Filing Manager (EFM) Application

The fee schedule listed below outlines the Texas.gov Services Fees required from the Internet user for each completed transaction.

Service Type	Texas.gov Services Fee
Electronic Filing Manager Court Intake Services	<ul style="list-style-type: none">• \$5.00 Texas.gov Filing Fee• \$2.00 Customer Fee
Credit Card Payment Processing (not applicable to Indigent Filing)	2.25% of all fees collected – Credit Card Payment Processing Fee

- Vendor will be paid a Texas.gov Filing Fee plus the Credit Card Payment Processing Fee as indicated in the above table
- Vendor will process payment and pay to Customer the Customer Fee identified in the above table along with the statutory filing fees associated to filing cases in ~~Brooks~~ **GALVESTON** County as approved by the Department of Information Resources Board
- Vendor will pay any applicable credit card fees per the terms of its agreement(s) with the payment card companies.
- Vendor is responsible for processing Texas.gov Filing Fee refunds
- Customer is responsible for processing all Customer Fee refunds.
- Customer is responsible for financial reconciliation of chargebacks and any associated fees
- Vendor understands and agrees that Vendor may not change the Customer Fee unless the Vendor receives the express written approval of the Customer and approval by the DIR Board

MA 8/14/12
Customer Initials & Date

ETA 9/25/12
Vendor Initials & Date

Exhibit B: Application and Services Description

The Vendor offers a variety of support services to Customers. The specific list of services and applications that Vendor has agreed to provide to Customer under this Agreement are set forth in Exhibit A of the Agreement between the Customer and Vendor.

The following table is a comprehensive list of all services currently offered by Vendor, and may be amended from time to time by Vendor.

Service	Description
<p>A. Electronic Payment Engine Payment Interface Services</p>	<p>Vendor will provide a Payment interface (“Electronic Payment Engine”) that will be hosted at a Vendor web site. The Customer applications will pass encrypted transaction data to the site using a secured connection. The interface will include</p> <ul style="list-style-type: none"> • SSL 128bit encryption or greater secure interface to Electronic Payment Engine • Pre-load validation of record packet submitted by the Customer application • Response record packet returned to the Customer application <p>If the Customer is hosting the application, they will be responsible for submitting to Electronic Payment Engine, hosted by Vendor, the required record as specified in the Texas gov Payment Engine, Payment Services Specifications</p>
<p>B. Electronic Payment Engine Credit Card Authorization Services/Settlement Services</p>	<ul style="list-style-type: none"> • Vendor will provide authorization and settlement transaction services for credit cards (Visa, MasterCard, Discover, and American Express) • Vendor will receive the encrypted pay request transaction through a secure (minimum SSL 128bit) interface • Each incoming transaction will be logged for auditing • Pre-authorization validation will be performed against the payment record, which includes all required information to process an electronic payment • If valid, the transaction will be submitted for approved credit and process authorization • A response record will be returned to the Customer application containing either authorization data or denial/error codes • An outgoing transaction record will be recorded for auditing • The cutoff for transactions will be 2:00 a.m. ET daily • The processor will transfer all funds to the Customer bank account. Vendor is not responsible for actual fund transfers
<p>C. Electronic Payment Engine ACH Services</p>	<p>For Automated Clearing House (ACH), Vendor will provide the following services</p> <p>Vendor will receive the encrypted pay request transaction</p>

	<p>through a secure (minimum SSL 128 bit) interface</p> <ul style="list-style-type: none"> • Each incoming transaction will be recorded for auditing • Pre-authorization validation will be performed against the payment record, to verify that all information required to process an electronic payment is provided • If valid, the transaction will be authorized using current financial data Only the ABA routing number is validated • A response record will be returned to the Customer application containing either authorization data or denial/error codes. • An outgoing transaction record will be recorded for auditing
<p>D. Automated USAS Interface</p>	<p>Vendor will prepare a file of online transactions and forward it to the Comptroller each banking day In turn, the file is provided to the Customer via the Comptroller The file will be formatted according to the specification defined in the Texas gov Payment Engine Specifications</p>
<p>E. Application for Electronic Payment Engine Refund Services for Credit Cards</p>	<p>Vendor will provide an online, secured application for the Customer to access in order to process refunds to Visa, MasterCard, American Express, and Discover</p> <ul style="list-style-type: none"> • Only authorized users will have access to the Refund application, which will be controlled by login • A unique identifier for the transaction that is being refunded will be required to initiate the refund • Users will enter the Customer program specific data and the amount to be refunded • The transaction will be submitted to the credit card processor for settlement, which will result in funds being debited from the Customer's accounts and the user's card being credited with the refund • Incoming and outgoing transactions will be recorded for audit • Refund transactions will be included with other authorized transactions that are sent to the Comptroller each day as a batch file Transfers will only occur on bank business days • The Customer will be able to print and save a record of the refund transaction
<p>F. Application for Electronic Payment Engine Refund Services for ACH (non-USAS Vendor)</p>	<p>Vendor will provide an online, secured application for the Customer to access in order to process refunds to ACH transactions</p> <ul style="list-style-type: none"> • Only authorized users will have access to the Refund application, which will be controlled by login • A unique identifier for the transaction that is being refunded will be required to initiate the refund

	<ul style="list-style-type: none"> • Users will enter the Customer program specific data and the amount to be refunded • The transaction will be submitted to the NACHA network for settlement, which will result in funds being debited from the Customer's accounts and the user's bank account being credited with the refund • Incoming and outgoing transactions will be recorded for audit • Refund transactions will be included with other authorized transactions that are sent to the Customer each day as a batch file Transfers will only occur on bank business days <p>The Customer will be able to print and save a record of the refund transaction</p>
<p>G. Hosting Support Services</p>	<p>Vendor may provide services related to the support of Texas gov These services include, but are not limited to</p> <ul style="list-style-type: none"> • Application hosting • Architecture development and/or review • Security services as they relate to the Master Agreement • System monitoring and administration • Log-in credentialing • Offsite back-up storage • Operational maintenance • Remote management • SSL certificate services
<p>H. Texas.gov Authentication Service</p>	<ul style="list-style-type: none"> • Section 2054 271 of the Texas Government Code allows for Texas gov to authenticate customers against Customer databases in lieu of requiring a signed or notarized document <ul style="list-style-type: none"> • The Texas.gov Authentication Service is a web service that allows the Customer to collect data from a user and verify that the data elements match the Texas gov Authentication Database • Vendor provides Texas gov Authentication Service • Customer agrees to use the service solely for the Customer Application specified in Exhibit A
<p>I. Helpdesk Services for Texas.gov Applications</p>	<p>Vendor may provide first through third level customer support through the Texas gov Helpdesk</p> <p>Level 1 Support duties</p> <ul style="list-style-type: none"> • Responding to user phone calls via a published toll free number • Responding to user email queries via a published help desk email address • Following established procedures to answer questions

	<ul style="list-style-type: none"> • Escalating issues that are not resolved to Level 2 support • Recording all issues in a tracking system <p>Level 2 Support duties</p> <ul style="list-style-type: none"> • Responding to phone calls escalated from Level 1 support • Responding to emails escalated from Level 1 Support • Following established procedures to answer questions and issues • Escalating issues that are not resolved to Level 3 Support • Recording issue resolution into the tracking system <p>Level 3 Support duties</p> <ul style="list-style-type: none"> • Responding to issues escalated from Level 2 support • Conducting a systems analysis to determine cause for issue • Development of a work around or fix for the issue <p>Vendor may provide Level 1 and Level 2 support for the Customer hosted application(s) through the Texas gov Helpdesk. If Helpdesk support is not able to resolve the issue, the issue will be escalated to the Customer for Level 3 support.</p> <p>For Texas gov Hosted applications, Vendor may provide Level 1 through Level 3 support.</p> <p>A live call center operation will handle user phone calls and email 24 hours a day, 7 days a week. However, future alterations to these times and days may occur periodically throughout the term of this Agreement if Vendor determines that peak usage of the Framework is at times other than those described above. The call center services are offered in English and Spanish.</p>
<p>J. Change Management</p>	<p>Change Management is a process used to ensure that changes are introduced and managed in a way that provides quality assurance and prevents unnecessary changes. The process is described in the Master Agreement, Exhibit H Governance, Attachment H1 Policies and Procedures Manual, Section 6.3 Change Management Process.</p>
<p>K. Texas.gov Service Desk</p>	<p>The primary point of contact for Customers regarding day-to-day customer, technical, and planning support. Additionally, the Service Desk will be responsible for providing communications regarding impairments and outages.</p>
<p>L. Filing Purge Services</p>	<ul style="list-style-type: none"> • Customer will check and accept or reject all filings on at least a daily basis • Vendor will purge all filings 10 days after the Customer acts on the filing by accepting or rejecting the filing

	<ul style="list-style-type: none"> All filings will be purged no later than 30 days after they are submitted by the filer
M. Texas.gov Training	Vendor will provide training support documentation on the appropriate use of the Texas gov EFM
N. Physical Environment Management	Vendor will provide physical security and access management, protected power supply, air conditioning and fire suppression through its eGovernment Data Center
O. Network Infrastructure Management	<ul style="list-style-type: none"> Vendor will provide Front-End Network Management, Firewall Infrastructure and Support Services, Intrusion Detection Services, Back-End Network Management and technical support for the Texas gov EFM located at Vendor's eGovernment Data Center Vendor will manage all the Texas gov EFM resources necessary to get users to Customer's applications and return the information to them This includes the switches, load-balancing devices, bandwidth regulating devices, and other related devices
P. Hardware Management	<ul style="list-style-type: none"> Vendor will provide Hardware Installation, Hardware Management and support for Texas gov EFM components located at Vendor's eGovernment Data Center Vendor will install and maintain Texas gov EFM servers and server components and will ensure third-party service providers for hardware are notified appropriately, when required
Q. Operating System Administration	<ul style="list-style-type: none"> Vendor will provide Operating System Software installation, configuration, optimization, and support for Texas gov EFM components located at Vendor's eGovernment Data Center Vendor will create the underlying Texas gov EFM environment and work with Customer to ensure that systems are configured and tuned appropriately to support the needs of Customer applications
S. Point of Sale Payment Services	<ul style="list-style-type: none"> Vendor will provide application for over-the-counter processing and a magnetic card reader for credit card data collection MagTek devices encrypt data at the moment of swipe for data security and meet PCI DSS compliance requirements
T. Card-swiping Device-Support	Vendor will provide specialized Service Desk support to assist Customer with changes, upgrades, and replacement of MagTek card-swiping devices used for data collection, ID validation, and access control at the point of sale (POS)

Electronic Filing Manager (EFM) Application: Specific Descriptions and Definitions

Vendor Obligations

Service	Description
A. EFM Training	Vendor agrees to provide training to the Customer concerning profile, intake functions and financial reconciliation related to the services provided under this Agreement Vendor agrees to assist the Customer in understanding and implementing the security policies and procedures as needed.
B. EFM Privacy and Security	Vendor agrees that the Customer's information is owned by the Customer, and Vendor agrees that it will not use the Customer's information for any purpose except as authorized by the Customer Vendor will make commercially reasonable efforts to meet the security standards described in the Master Contract and provide for the security and integrity of all information obtained pursuant to this Agreement
C. EFM Service Levels - Page Loading Time	<p>Vendor will provide page loading time to the User on an average of 5 seconds, measured at the Web server</p> <ul style="list-style-type: none"> • Page loading performance will be measured by opening respective pages through a browser at a Web server located at the site hosting the pages • Pages containing specialized content, specifically those containing eFiling documents, are not exempted from the average page loading time commitment • The User is the third party who requests service • Submission of the filing by the filer is exempted from the average loading time commitment <p>Under no circumstances shall the Customer be construed to be the User under this Agreement</p>
D. EFM Service Levels- Up-Time and Availability	<p>Vendor will provide up-time and availability of the Texas gov network and electronic payment system of 99.5%</p> <ul style="list-style-type: none"> • Service level will be measured monthly by Vendor • Vendor reserves the right to restrict the size of eFiling attached documents to preserve performance commitments <p>The following will <u>not</u> be included in Vendor's up-time and availability computation</p> <ul style="list-style-type: none"> • Scheduled and planned outages for the purposes of upgrades or maintenance <p>Upon receipt of TDIR approval, Vendor will promptly notify the Customer of all scheduled and planned outages</p> <ul style="list-style-type: none"> • All outages will be scheduled with a minimum of 72 hours of advance notice to the TDIR, and shall occur only during non-peak hours, unless otherwise agreed

	<p>by the parties</p> <ul style="list-style-type: none"> • If less than 72 hour notice is given or the TDIR does not approve the upgrade or maintenance, the outage will be considered down-time <p>Special Circumstances</p> <ul style="list-style-type: none"> • The Customer may request an outage with respect to services and that outage will not be considered down-time • If systems or components not owned, controlled, or contracted by Vendor fail resulting in an outage, that outage will not be considered down-time, unless the cause of the failure can be shown to have been a result of Vendor negligence or malfeasance • Service outages caused by the failure of the Customer's application code or Customer maintained portions of the application or infrastructure are not considered down-time
E. EFM Service Failure	If for any reason Texas gov or Vendor are unable to electronically receive or transmit a document, then Vendor will deliver the document to the Customer in a form acceptable to the Customer by 5 p m on the first business day following Vendor receipt of notice from the Customer of the failure
F. EFM Convenience Fee	Vendor will submit convenience fee change requests to DIR for approval and fee changes will be implemented within thirty (30) days of approval <ul style="list-style-type: none"> • The convenience fee charged to users of Texas gov will be clearly indicated to users • Users will be required to give explicit confirmation that they have agreed to pay the convenience fee
G. EFM Unsuccessful Payment	It is the Electronic Filing Service Provider's responsibility to collect the payment amount from the filer for all filings submitted with unsuccessful payment Outstanding funds for all filings that are accepted without successful payment for a given month will be transferred from the Vendor Bank account to the Customer's bank account by the tenth (10th) business day of the following month
H. EFM Electronic Payments Chargeback Services	Vendor and the Customer will develop mutually acceptable procedures for the Customer to follow in order to process chargebacks for applicable credit card transactions
I. EFM Information Center (CIC) Services for County Applications	Vendor will provide first level customer support for the Customer applications through the Texas gov CIC <ul style="list-style-type: none"> • First level support includes responding to phone calls

	<p>and email requests for assistance in using the application</p> <ul style="list-style-type: none"> • Questions that cannot be answered by a first level technician will be forwarded either to the Customer contact or level two support for resolution • First and second level support is limited to technical support regarding the Texas gov network or availability and application functionality <p>Customer business questions or filing rules, as they pertain to eFiling, are the responsibility of the Customer</p> <ul style="list-style-type: none"> • Questions that require the Customer's response will be forwarded to the Customer for resolution • Users will be referred appropriately <p>A live call center operation will handle user phone calls daily from 7:00a m to 7:00p m CST, 7 days a week. If Vendor determines that peak usage of the framework is at times other than those described above, then alterations to these times and days may occur in accordance with the Agreement</p>
<p>J. EFM Customer Information Center Services for Electronic Payment Transaction Services</p>	<p>Vendor will provide first through third level customer support through the Texas gov CIC for the payment transactions processed through the Electronic Payments System</p> <ul style="list-style-type: none"> • First level support includes responding to phone calls and email requests for assistance in using the application • Questions that require a Customer response will be forwarded to the Customer contact for resolution • Questions that require the Electronic Payments Systems investigation or response will be forwarded to the Electronic Payments Customer Support areas <p>A live call center operation will handle user phone calls daily from 7:00a m to 7:00p m CST, 7 days a week. If Vendor determines that peak usage of the framework is at times other than those described above, then alterations to these times and days may occur in accordance with the Agreement</p>
<p>K. EFM Texas.gov Hosting and Application Service provider (ASP) Services</p>	<p>Services provided by Vendor include all services related to the hosting of eFiling applications including</p> <ul style="list-style-type: none"> • Application design • Database design and setup • Standard interface design to meet the statewide court filing standard • Interface design for exchange between Texas gov and the Electronic Payments System • Support secure communications standards between

	<p>Customer can evaluate the services and test for performance and reliability of services</p> <ul style="list-style-type: none"> • If the Customer is dissatisfied during the initial Pilot Phase, Vendor shall have thirty (30) days from receipt of notice of Customer's dissatisfaction to make changes and satisfy the Customer
C. EFM Training	After the initial training provided by Vendor, the Customer is responsible for training Customer employees concerning profile, intake functions, and financial reconciliation
D. EFM Contact Number	The Customer agrees to provide a contact number so that inquiries from the Customer Information Center may be received between 8 00 a m and 5 00 p m central standard time
E. EFM Texas.gov Logo and Hyperlink	The Customer agrees to provide on the Customer's web page a hyperlink to Texas gov home page and display the Texas gov logo The Customer will maintain the hyperlink to Texas gov and change the URL as requested by Texas gov
F. EFM Receipt of Electronic Filings	<ul style="list-style-type: none"> • The Customer is responsible for receipt of filings made on Texas gov, when the filing is available for access on the Texas gov browser • The Customer agrees to review electronic filings that occur on regular Customer business days and accept or reject electronic filings, unless the Customer is down or otherwise unable to review electronic filings due to circumstances beyond the Customer's control • The Customer shall notify Vendor within fifteen {15} minutes or as soon as possible that the Customer is down or otherwise unable to electronically receive documents
G. EFM System, Software, and Interface	<ul style="list-style-type: none"> • The Customer agrees to support reasonable efforts by Vendor to upgrade the Texas Department of Information Resources environment operating system, application server software, web server software, and hardware on Customer environments, as hosted by Vendor • The Customer is responsible for reasonable costs associated with the development of an automated interface application that would process data available from eFiling into the Customer's systems, subject to prior written approval by the Customer • Vendor agrees to support the Customer in creating an interface to the Department of Information Resources in a timely manner, subject to the approval of the Department of Information Resources

<p>H. EFM Convenience Fee</p>	<p>A convenience fee is paid by the User for each completed transaction</p> <ul style="list-style-type: none"> • Under no condition shall the Customer be responsible for payment of the convenience fee or any other payment of money under this Agreement or in relation to this Agreement • The amount of the convenience fee is set out in Exhibit A, attached hereto and incorporated herein
<p>I. EFM Security and Privacy</p>	<ul style="list-style-type: none"> • The Customer agrees to follow recommended security policies and procedures promulgated by Vendor from time to time • The Vendor will assist the Customer in understanding and implementing these security policies and procedures to avoid identified risks • The Customer agrees to comply with the privacy statements displayed on the Texas gov site

AGENDA

ITEM

#7a

**NO
BACK – UP
PROVIDED**

AGENDA

ITEM

#7b

**NO
BACK – UP
PROVIDED**