GALVESTON COUNTY, TEXAS

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

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

AGENDA
September 17, 2013 – 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 Auditor's Office:

a. Approval of Accounts Payable Checks dated 9/10/13 and 9/17/13

b. Order for Payroll period ending 9/11/13 Bi-Weekly #19

c. Order for Supplemental Payroll period ending 9/11/13 Bi-Weekly 19

d. Internal Audit report of Justice of the Peace, Precinct 7 with response letter from Honorable Toni Randall

e. Internal Audit report of Constable, Precinct 5 for period 8/30/13 - 9/5/13

f. Condensed Condition of Funds Statement for 6/30/13

*2. Receive and file *Summary of Bi-Weekly Personnel Movements pay period #18, August 15 - 28, 2013* submitted by Human Resources.

*3. Receive and File *letter from County Judge requesting funds from Texas Commission on Environmental Quality (TCEQ) for the Low Income Repair Assistance, Retrofit, and*

Accelerated Vehicle Retirement Program (LIRAP) submitted by Community Services Director.

*4. 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.

*5. Consideration of *accepting the application by The Fifty Club of Galveston County, Inc. for the Juror Donation Plan* submitted by the Director of Justice Administration.

*6. Consideration to *authorize an extension on the following RFP* submitted by the Purchasing Agent:

a. RFQ #B061039 On Site Medical Services

*7. Consideration of *authorization to add vehicle into County's Vehicle Fleet* submitted by the Purchasing Agent.

*8. Consideration of *authorization to dispose of Salvage or Surplus Property* submitted by the Purchasing Agent.

*9. Consideration of *accepting right of way deed on Parcel 143, required for the FM 646 project* submitted by Right of Way.

*10. Consideration of *approval for extended service warranty for Dell chassis and servers* submitted by Information Technology.

*11. Consideration of *approval for Brocade switches for the Storage Area Network* submitted by Information Technology.

*12. Consideration of *approval for maintenance/support renewal for NetMotion* submitted by Information Technology.

*13. Consideration of *approval for Texas Workforce Commission database renewal for law enforcement purposes* submitted by Information Technology.

*14. Consideration of *approval for renewal of VMware Vsphere 5 enterprise, VMware Vcenter Server 5, and VMware Vcenter Site Recovery Manager* submitted by Information Technology.

*15. Consideration of *approval for hardware maintenance renewal for Data Domain model DD670 for 1 year* submitted by Information Technology.

*16. Receive and file *contract between Galveston County and Crescent Engineering for Bid #B131021 Galveston County Justice Center Generators* submitted by CDBG Project Coordinator.

*17. Receive and file *amendment to FY 2013 budget in Sheriff's Seizures After 10/89 (Fund 2242)* submitted by the Sheriff.

*18. Receive and file *initial budget for Sheriff's Seizures After 10/89 (Fund 2242) for FY 2014* submitted by the Sheriff.

*19. Consideration of a *Resolution authorizing the establishment of the Hope Drug Court Program as a Drug Court* submitted by the Grants Manager.

*20. Consideration of *request for Tax Refunds in Excess of $ 2,500.00* requested by the Tax Assesor/Collector:

a.

1415-0000-0009-002	$5,431.53	Over Payment
4786-0001-0024-000	$5,150.56	Over Payment
4894-0001-0038-000	$4,599.52	Over Payment
5911-0001-0015-000	$9,072.96	Over Payment
6246-0081-0004-005	$3,160.70	Over Payment
6688-2001-0013-000	$3,970.30	Over Payment
7450-0000-0010-000	$2,739.45	Over Payment

Action Agenda

21. **<u>Commissioner, Precinct 1</u>**

a. Consideration of recommendations of Galveston County Elected Official Salary Grievance Committee concerning proposed FY2014 salaries of:

1. Judge Nelson (Precinct 4)

b. Consideration of findings and order regarding structure and budgets of the Galveston County Justice of the Peace Courts.

22. **<u>County Engineer</u>**

a. Consideration of application from Robert C. & Tina M. Moreno to convey portions of Lot 5, Block 13, San Leon Farm Tracts by metes and bounds without revising the plat.

b. Consideration of authorizing the County Engineer to negotiate a professional engineering services agreement with a firm selected by the Commissioners Court to prepare plans and specifications to raise the Texas City Hurricane Flood Protection Levee between the I-45 main lanes and frontage roads in order to comply with the FEMA certification requirements.

c. Consideration of a MOA between the United States Army Corps of Engineers

and Galveston County for expedited review of modification within the Texas City Hurricane Levee, Galveston Seawall and Highland Bayou right of ways.

d. Consideration of application from Luther L. Childress and Rochelle T. Childress to convey portions of lots 43, 124, 125 and intervening street (Emerald Drive, closed volume 1489, page 253) of Emerald Beach subdivision in Crystal Beach by metes and bounds without revising the plat.

23. **County Judge**

a. Consideration of authorizing the County Judge to execute an addendum to an existing Interlocal Agreement concerning Breath Alcohol Technical Supervisor services for the purpose of adding the City of Friendswood as a part to that contract submitted by County Legal on behalf of County Judge.

b. Consideration of authorizing the County Judge to execute the Coastal Alternative Program Memorandum of Understanding for the 2013-2014 School Year submitted by County Legal.

c. Consideration of authorizing the County Judge to execute the Special Warranty Deed to the City of Dickinson conveying that portion of Block Three Hundred Forty-Six (346), Southwest of State Highway 3 of the Town of Nicholstone Galveston County, Texas according to the map or plat thereof recorded in Volume 93, Page 3, of the Deed Records of Galveston County, Texas, save and except that portion of Block Three Hundred Forty-Six (346) heretofore conveyed by J.H. Ross, Commissioner, to the Board of Trustees of the Dickinson Common School District No. Seven (7), by Deed Dated September 6, 1929, recorded in Volume 435, Page 224 of the Deed Records of Galveston County, Texas.

24. **County Legal**

a. Consideration of an Order setting civil citation fees to be charged by the Galveston County Sheriff and Constables for Calendar year 2014.

b. Consideration of Memorandum of Understanding Between the Texas General Land Office and the County of Galveston submitted by County Legal.

c. Consideration of setting fees in accordance with state law requirements, for the Texas Scofflaw Programs (Texas Transportation Code section 502.010) . A fee of $20.00 will be imposed on any person who fails to pay timely for a fine, fee, or tax to the county or fails to appear in connection with a complaint, citation, information or indictment in a court in which a criminal proceeding is pending.

d. Consideration of accepting the proposed settlement of Worker's Compensation Lien.

e. Consideration of accepting the proposed settlement of Texas Railroad Commission Damage Prevention Docket No. 025252.

f. Consideration of authorizing County Judge to execute supplemental agreements extending the current contracts with ABL Management, Inc. for food services and commissary services at the County Jail pending completion of new requests for proposal for those services.

g. **Break into Executive Session.**

h. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: rendering legal advice about pending or contemplated litigation or on matter in which the duty of the attorney to the County under Texas Disciplinary Rules of Professional Conduct conflicts with the Open Meetings Act relating to changes to JP precinct lines.

i. **Adjourn Executive Session.**

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

25. **Human Resources**

a. Consideration of contract for actuarial valuations for health and workers compensation claims.

26. **Juvenile Justice**

a. 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 2013-2014 School Year, and authorization for County Judge to execute said Interlocal Cooperation Agreement and Memorandum of Understanding.

27. **Professional Services**

a. Consideration of approval of FEMA projects and engineers, as needed and update presented by the Grants Manager.

b. Submission of the County Auditor's certification of available resources for the DWI No Refusal-Blood Draw Grant (2014-GCoOA-G-14G-1043) for FY 2014 and request for approval of acceptance of the grant award submitted by the County Auditor and Grants Manager.

c. Submission of the County Auditor's certification of available resources for the 2013 Byrne Justice Assistance Grant (JAG) Program Award (2013-DJ-BX-

0882) for FY 2014 and request for approval of acceptance of the grant award as submitted by the County Auditor and Grants Manager.

d. Submission of the County Auditor's certification of available resources for the Emergency Management Performance Grant (13TX-EMPG-0334) for FY 2014 and request for approval of acceptance of the grant award as submitted by the County Auditor and Grants Manager.

e. Consideration of Acceptance of the Statewide Automated Victim Notification Services Grant (SAVNS) from the Office of the Governor as submitted by the Grants Manager.

f. Consideration of the following Budget Amendments:

1. 13-079-0917-A
County Engineer- Request to fund FEMA certification project- Texas City Hurricane Flood Protection Levee System.

2. 13-081-0917-C
County Engineer- Request to transfer available budget from various road projects to fund the second request in the Interlocal Agreement.

3. 13-082-0917-D
Director of Professional Services- Request to fund additional expenditures in General Government-Terminal Vacation and Sick Pay.

4. 13-083-0917-E
County Clerk-Elections- Request for an intradepartmental transfer to cover travel and education expenditures through the end of the fiscal year 2013.

5. 13-084-0917-F
Facilities Services and Maintenance- Request for an intradepartmental transfer to cover travel and education expenditures though the end of the fiscal year 2013.

6. 13-085-0917-G
County Sheriff- Request for intradepartmental transfers to cover travel and education expenditures through the end of the fiscal year 2013.

7. 13-086-0917-H
Parks Department- Request for an intradepartmental transfer to cover travel and education expenditures through the end of the fiscal year 2013.

8. 13-087-0917-I
Justice Administration- Request for an intradepartmental transfer to

cover travel and education expenditures through the end of the fiscal year 2013.

9. 13-088-0917-J
Law Library- Request for an intradepartmental transfer to cover books and periodical expenditures through the end of the fiscal year 2013.

10. 13-089-0917-K
County Auditor- Request to transfer various inactive debt service fund balances to assist with debt service needs in the Pass Through Toll Revenue and Limited Tax Refunding Bonds, Series 2012.

28. **Purchasing**

a. Consideration for authorization of the following RFP and Bid:

1. Bid #B132018 Cement Stabilized Crushed Concrete Base

2. RFP #B132009 Jones Bay Boat Ramp Concession Agreement 2013

29. **Tax Assessor-Collector**

a. Request for Waiver or Refund of Penalty and Interest by the Tax Assessor/Collector:

1. **Joseph Fazio, Jr.**
7604-2002-0004-000
2011 $217.94

2. **Mary Shepard**
3410-0157-2008-000
2011 $1,260.34
2965-0154-0011-001
2011 $ 228.86
3505-0674-0012-000
2011 $ 23.39
3505-0674-0013-000
2011 $1,360.32
3510-0192-0100-002
2011 $ 144.00
3510-0045-2011-001
2011 $1,488.37
3510-0061-2001-002
2011 $1,329.84
3510-0091-1004-000
2011 $1,823.33

3. **Pamela Carter**
   3435-0003-0009-000
   2012 $65.52

4. **Kim Minds for DHI Title**
   7247-2002-0002-000
   2011 $102.91 (Waiver)
   2011 $187.79 (Refund)
   1387-0001-0033-000
   2011 $ 70.82 (Waiver)
   2011 $ 129.24 (Refund)
   1383-2001-1038-000
   2011 $ 391.87 (Refund)
   1387-0001-0014-000
   2011 $ 138.67 (Refund)
   1387-0001-0030-000
   2011 $ 162.83 (Refund)
   1387-0001-0034-000
   2011 $ 189.78 (Refund)
   1387-0001-0035-000
   2011 $ 198.69 (Refund)
   1387-0001-0109-000
   2011 $ 170.72 (Refund)
   1387-0003-0021-000
   2011 $ 92.10 (Refund)
   7247-2002-0001-000
   2011 $ 221.91 (Refund)
   7247-2001-0015-000
   2011 $ 78.19 (Refund)
   7248-3001-0042-000
   2011 $ 86.23 (Refund)

5. **Dorothy Dickerson**
   6431-0003-0030-000
   2012 $ 192.41

6. **Becky Jo Dunn**
   5911-0003-0002-000
   2012 $ 61.34

7. **Jimmy Hampton**
   2906-0000-0011-000
   2012 $1,220.27 (Waiver)
   2012 $ 861.77 (Refund)

8. **Gulf Regional Services c/o L. Humphrey**
1105-0000-0039-000
2012 $ 74.13
8400-0034-0011-005
2012 $ 19.49
8400-0034-0012-005
2012 $ 5.98
8400-0034-0015-012
2012 $ 6.99
8400-0034-0017-003
2012 $ 5.17
8400-0034-0005-003
2012 $ 5.04
8400-0034-0006-003
2012 $ 5.04
8400-0034-0007-003
2012 $ 5.04
8400-0034-0009-005
2012 $ 19.49
8400-0034-0010-005
2012 $ 19.49
8400-0034-0004-003
2012 $ 5.17
8400-0034-0002-003
2012 $ 5.17
8400-0034-0001-005
2012 $ 19.49

9. **Eldrege Langlinais**
3510-0092-1002-001
2010 $ 696.97 (Waiver)
2010 $ 150.50 (Refund)
2011 $ 659.60 (Waiver)
2012 $ 179.90 (Waiver)
3510-0092-1005-000
2009 $ 10.77 (Waiver)
2009 $ 386.46 (Refund)
2010 $ 328.55 (Refund)
2011 $ 259.27 (Refund)
2012 $ 70.60 (Refund)

10. **Paul Smith** (deferred from 7/23 agenda)
1836-0000-0007-000
2012 $ 1,147.40

b. Request for waiver or refund of Penalty & Interest due to Clerical Error

submitted by the Tax Assessor/Collector:

1. **Layton White**
   6240-0010-0001-001
   2010 $ 205.88
   2011 $ 163.96

2. **Southland Title**
   4191-0011-0011-001
   2006 $ 2773.83 (refund)

3. **Mike Nalepa**
   5577-0000-0706-000
   2009 $ 908.99
   2010 $ 1003.74
   2011 $ 774.88

4. **Lakyisha Small**
   4484-0002-0006-000
   2012 $105.00

c. Consideration of approval of contract with Technique Data Systems in the amount of $1800.00 for maintenance scanner software: Secure Remit.

d. Consideration of approval of contract with Technique Data Systems in the amount of $575.00 for maintenance Canon DR 4010C Doc Scanner.

Adjourn

WORKSHOP AGENDA

1. Training for Commissioners Court on Commissioners Court Forum Discussion Board.

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.

***

AGENDA ITEM #1.d.

THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE
P.O. Box 1418
GALVESTON, TEXAS 77553

County Auditor
Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA

Ron Chapa CPA
First Assistant, Director of Auditing

Jeff Modzelewski CPA
First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems

September 17, 2013

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

Honorable Judge and Members of the Court:

Attached for your consideration is the internal audit report of Justice of the Peace, Precinct 7. The audit covered the period May 1, 2012 through April 30, 2013. Also attached is the response letter from Honorable Toni Randall, received on September 4, 2013.

Sincerely,

Randall Rice CPA
County Auditor

cc: Honorable Judge Toni Randall

Attachment: Justice of the Peace, Precinct 7 Audit Report
Response Letter, Judge Toni Randall

Justice of the Peace, Precinct 7 Audit

July 29, 2013

Executive Summary 1
Introduction 2
Details 3-9

Galveston
County
Internal Audit
Division

Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

Executive Summary

Reliability and Integrity of Information (page 3-4)

- Nothing came to our attention during the audit to cause us to doubt the overall reliability and integrity of the information. There are sufficient internal controls for daily operations to ensure proper separation of duties. However, internal controls over mail in payments can be improved if two clerks are involved in the opening of mail.

Safeguarding of Assets (page 5)

- Physical security over assets (collections) is adequate.
- The Court deposits collections to the bank daily.
- The Court submits properly prepared and adequately supported bank reconciliations to the Auditor's Office in a timely manner. The Judge reviews the bank reconciliation and signs for approval prior to submission.

Compliance with Statutes, Policies, and Procedures (page 6-7)

- The Court should comply with the statutes and Court policies by implementing the following recommendations:
    - The Court should assess and collect the time payment fee on or after the 31st day after the judgment date. *(This is a finding in a prior audit.)*
    - When voiding a receipt, include an explanation for the void and two clerk signatures on the receipt.

General Information (pages 8-9)

- The County's portion of the Justice of the Peace, Precinct 7's total annual collections has increased from $309,719 in 2008 to $476,343 in 2012, primarily due to an increase in case filings.
- The total number of cases filed for Justice of the Peace, Precinct 7 has increased from 5,866 in 2008 to 6,228 in 2012.

Introduction

The Internal Audit Division conducted an internal audit of the Justice of the Peace, Precinct 7, as required by Local Government Code §115.0035. The internal audit covered the period May 1, 2012 through April 30, 2013. The audit was performed from May 31, 2013 through July 29, 2013.

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

- The reliability and integrity of the information.
- The 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 Justice of the Peace, Precinct 7. The internal audit included, but was not limited to, the books, accounts, reports, dockets, and records of the Justice of the Peace, Precinct 7.

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 Justice of the Peace, Precinct 7, as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care.

Jordan Guss, 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 authorize a transaction, record a transaction, and have custody of the assets.

A proper separation of duties is sometimes difficult to establish due to the size of staff and budgetary constraints; however, there are compensating controls that are being implemented in different areas of the operations as listed below.

Dismissals

The Court's policy for dismissals requires the Judge's or the Assistant District Attorney's signature on the case jackets, authorizing the cases for dismissal. As a control to mitigate the possibility of invalid dismissals being entered, the Judge should review the "Net Data Dismissed Cases" report monthly and sign the report.

The auditor reviewed the dismissals recorded in Net Data to verify validity of the recording. It was found that dismissals were valid and authorized by the Judge. The Judge reviews the "Net Data Dismissed Cases" report monthly and signs the report as confirmation of the validity of the recorded dismissals.

Jail Time Credits

Per office policy, jail time credits (JTC) recorded in Net Data require the Judge's approval to grant jail time credits and proof of the defendant serving jail time. As a control to mitigate the possibility of invalid JTC being entered, the Judge should review "Net Data Jail Time Collections" report monthly and sign the report.

The auditor reviewed the jail time credits recorded in Net Data to verify the validity of the recording and found that credits were valid. The Judge reviews the "Net Data Jail Time Collections" report monthly and signs the report as confirmation of the validity of the recorded jail time credits.

Reliability and Integrity of Information (continued)

Payments Received By Mail

Defendants have the option of mailing in payments for fines and fees. If a receipt is requested or a balance remains due, the Court staff will mail a receipt back to the payor.

Finding: Payments received in the mail are not being opened in the presence of two clerks.

Recommendation JP7-13-01: One clerk should open the mail while the other clerk enters the payments into Net Data. Money orders and checks should be immediately endorsed. The Court can request additional endorsement stamps from the County Treasurer.

Safeguarding of Assets

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

Physical Security

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

As part of the audit, the auditor conducted a surprise cash count. All collections were accounted for at the time of the surprise cash count. Controls are in place to ensure the staff uses lockable drawers and a safe to safeguard their money in the office until deposited. Each clerk has a separate drawer that is kept locked and the safe remains locked when not in use.

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 the collections. The Court has a policy to deposit collections daily.

The auditor tested deposits for timeliness and determined deposits are being made daily.

Management of Collections

Properly prepared and adequately supported bank reconciliations are one of the best methods of cash management available to any official.

The Court submits properly prepared and adequately supported bank reconciliations to the Auditor's Office in a timely manner. In addition, the Judge is reviewing the bond reconciliations prior to submission.

Compliance with Statutes, Policies, and Procedures

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

Jail Time Credit Allocation

According to Attorney General Opinion GA-147, 2004 interpretation and Justice Courts-Court Costs and Fees handbook prepared by the State Office of Court Administration (OCA), "Under the allocation rule, the jail time credit is applied to the fine first."

The auditor tested the allocations of the jail time credits and found the Court complies with the allocation rule.

Voids

To void a receipt, the Court's procedure requires the clerk who receives the payment to void the receipt, write the reason for the void, and sign on the voided receipt. It also requires a second clerk to review the void for validity and sign the voided receipt.

Finding: The clerks were inconsistent in following the Court's procedure for voiding transactions. Some of the voided transaction receipts lacked either an explanation for the void or two clerk signatures.

Recommendation JP7-13-02: Internal controls can be strengthened by requiring the clerks to comply with the Court's procedure.

Partial Payment Proration

According to Attorney General Opinion GA-147, 2004, Article 45.041 of the Code of Criminal Procedure (CCP) authorizes a Justice of the Peace to order a convicted defendant to pay costs and fines due either as a lump sum or in installments, but it does not preempt the application of the long-standing costs first allocation rule. Under the allocation rule, a county must allocate monies received from a defendant first to pay costs and then to pay a fine. If monies received do not cover all of the costs, then the monies must be allocated to costs on a pro rata basis. If a Justice of the Peace has ordered installment payments, the total sum received must be allocated in accordance with the allocation rule.

The auditor tested the proration and found the Court to be in compliance.

Compliance with Statutes, Policies, and Procedures (continued)

Deposits

As of September 1, 2011, LGC § 113.022 allows a maximum of five business days to deposit cash, checks or money orders received by County departments. CCP § 103.004 allows a maximum of five business days to deposit cash, checks or money orders received by County departments for "recognizances, bail bonds, fines, forfeitures, judgments, and jury fees."

The auditor tested the timeliness of deposits and found the Court to be in compliance with the above statutes.

Time Payment Fee

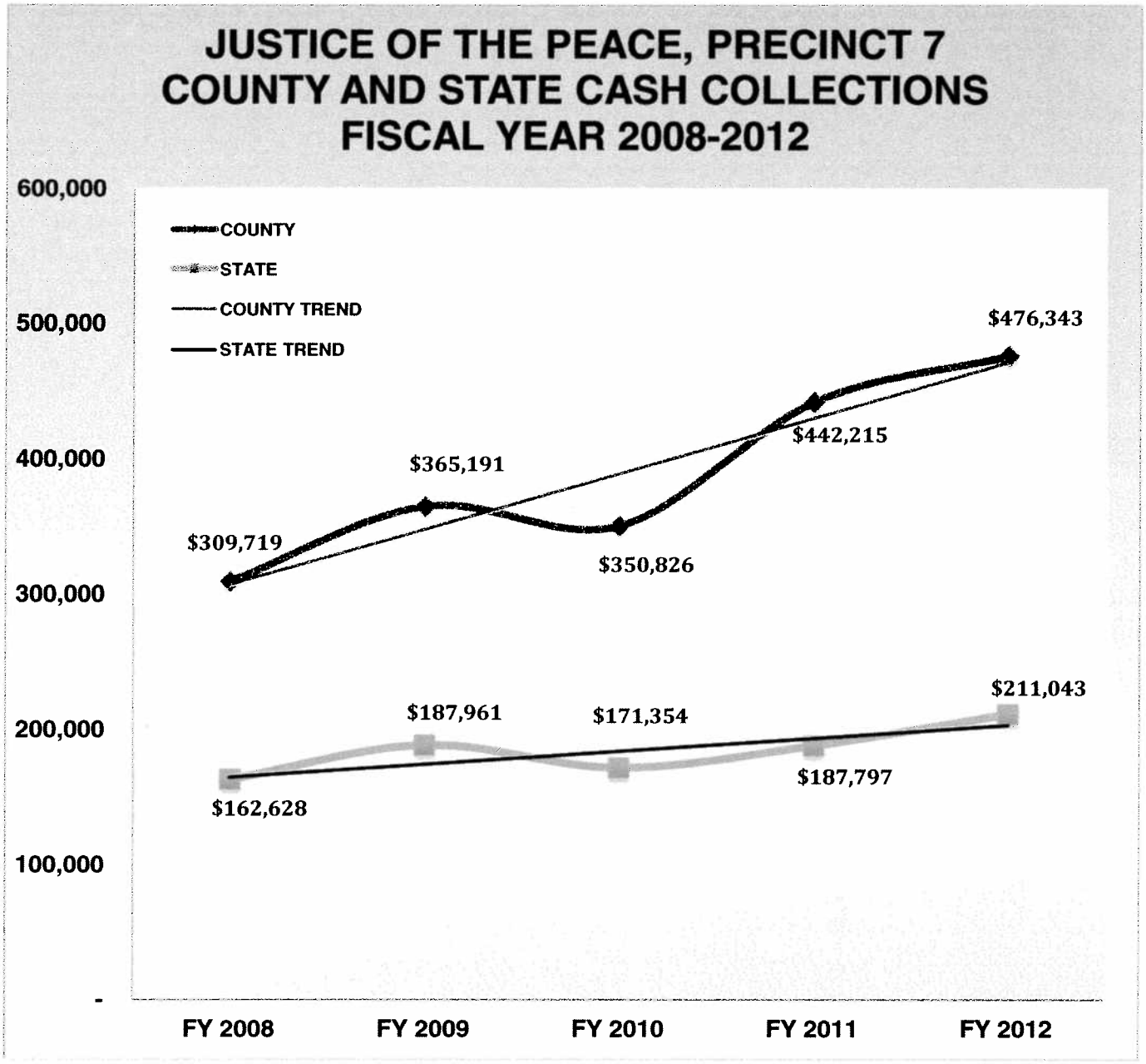
Local Government Code (LGC) § 133.103 states the time payment fee of $25.00 should be assessed on or after the 31st day from the judgment date.

Finding: Payments are applied to the time payment fee prior to the 31st day after the judgment date. *(This is a finding from a previous audit.)*

Recommendation JP7-12-01: To comply with the statute, the Court should assess and collect the time payment fee on or after the 31st day after the judgment date.

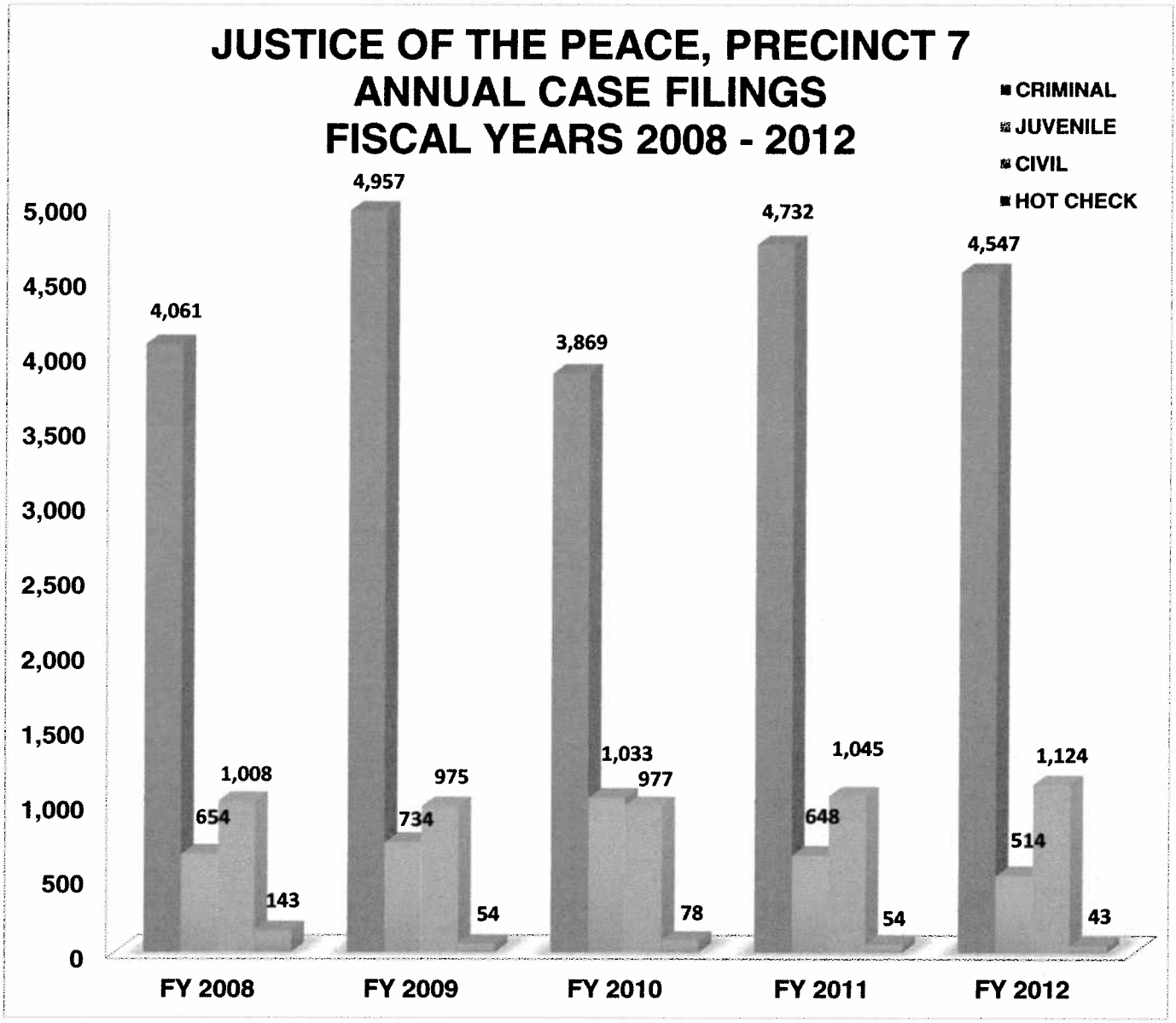
General Information

The County's portion of the Justice of the Peace, Precinct 7's total annual collections increased from 2008 to 2012 from $309,719 to $467,343 as a result of increased case filings. The chart below illustrates the total annual County and State collections of this Court over the past five years.



General Information (continued)

The total annual case filings for Justice of the Peace, Precinct 7 have increased over the last five years from 5,866 in 2008 to 6,228 in 2012. Criminal case filings, the most predominant case type, have increased from 4,061 in 2008 to 4,547 in 2012. The chart below illustrates the criminal, civil, juvenile, and hot check case filings for this Court over the past five years.



TONI C. RANDALL
Justice of the Peace
Galveston County, Pct. 7
4500 10th Street
P. O. Drawer 8327
Bacliff, Texas 77518

To whomever it may concern:

I have received and reviewed the audit report submitted in August. I agree with the recommendations and will begin implementing the suggested areas of change.

I would like to thank you and your staff for your time and direction in helping improve the effectiveness and efficiency of this court.

Sincerely,

Judge Toni C. Randall
Justice of the Peace, Precinct 7

AGENDA ITEM #1.e.

THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE
P.O. Box 1418
GALVESTON, TEXAS 77553

County Auditor
Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA

Ron Chapa CPA
First Assistant, Director of Auditing

Jeff Modzelewski CPA
First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems

September 17, 2013

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

Honorable Judge and Members of the Court:

Attached for your consideration is the internal audit report of Constable, Precinct 5. The audit was conducted in the period of August 30, 2013 through September 5, 2013.
Sincerely,

Randall Rice CPA
County Auditor

cc: Honorable Michael Montez

Attachment: Constable, Precinct 5 Audit Report

THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE
P.O. Box 1418
GALVESTON, TEXAS 77553

County Auditor
Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA

Ron Chapa CPA
First Assistant, Director of Auditing

Jeff Modzelewski CPA
First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems

September 6, 2013

To: Honorable Michael Montez
Constable, Precinct 5

From: Travis Leopolos
Internal Auditor I

Re: Constable, Precinct 5 Cash Count and Inventory

Cash Count

A cash count of Constable, Precinct 5 was conducted on August 30, 2013. 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 and in a timely manner.

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

- All collections were accounted for at the time of the surprise cash count.
- All receipts were up to date and accounted for.

Inventory

An asset inventory of Constable, Precinct 5 was conducted on August 30, 2013. The objectives of the inventory were to provide reasonable assurance that Galveston County assets assigned to the office of Constable, Precinct 5 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 Montez and his staff for their cooperation and assistance.

cc: Randall Rice CPA, County Auditor
Ron Chapa CPA, First Assistant, Director of Auditing

AGENDA ITEM #1.f.

GALVESTON COUNTY, TEXAS

CONDENSED CONDITION OF FUNDS STATEMENT
AT June 30, 2013 (in 000's)

	Annually-Budgeted Funds		All Other
	General Fund	Other Funds	Funds
Assets and Other Debits			
Cash and Equivalents	$ 66,900	$ 46,623	$ 52,530
Investments	-	-	8,125
Receivables, Net	11,986	2,724	11,685
Capital Assets	-	-	465,393
Other Assets	198	835	1,051
Other Debits	-	-	328,968
Total Assets and Other Debits	$ 79,084	$ 50,182	$ 867,752
Liabilities, Equity and Other Credits			
Liabilities:			
Accounts and Other Payables	$ 34	$ 2,977	$ 3,709
Other Liabilities	9,466	2,651	3,520
Payable0 Restricted Assets	338	36	19,798
Bonds and Long-Term Payables	-	-	328,968
Total Liabilities	9,838	5,665	355,994
Equity	69,247	44,517	46,364
Other Credits	-	-	465,393
Total Liabilities, Equity and Other Credits	$ 79,084	$ 50,182	$ 867,752

CONDENSED BUDGET STATEMENT
AT June 30, 2013 (in 000's)

	Annually-Budgeted Funds				All Other
	General Fund		Other Funds		Funds
	Budget	Actuals	Budget	Actuals	Actuals
Revenues and Sources	$ 117,186	$ 107,606	$ 57,475	$ 57,475	$ 13,249
Expenditures and Uses	136,182	81,550	99,041	53,012	29,355
Net	(18,996)	26,056	(41,566)	4,463	(16,106)
Equity & Other Credits, Beginning of Year	43,191	43,191	40,054	40,054	527,864
Residual Equity Transfers In	-	-	-	-	-
Residual Equity Transfers Out	-	-	-	-	-
Equity & Other Credits, End of Year	$ 24,195	$ 69,247	$ (1,512)	$ 44,517	$ 511,757

Amounts are expressed in thousands of dollars.

This data is unaudited and is presented pursuant to Texas Local Government Code §114.023.

Randall Rice, CPA, Galveston County Auditor, P.O. Box 1418, Galveston, Texas 77553-1418.

Detailed financial information is available on our Internet web site

http://www.galvestoncountytx.gov/ao/Pages/FinancialReports.aspx/,

at the County Auditor's Office at 722 Moody, 4th Floor, Galveston, Texas, 77550.

AGENDA ITEM #2.

Summary of Bi-Weekly Personnel Movements

Pay Period #18: August 15 - 28, 2013

	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	1.00						0							0						0
Facilities	19.0						0							0						0
Professional Services	6.0						0							0						0
Road District #1	5.0						0							0						0
County Judge	4.0						0							0						0
County Commissioners	8.0						0							0						0
Tax Office	51.5						0	2		1				3	1					1
County Auditor	33.0						0							0						0
County Clerk	43.0						0	1						1						0
County Clerk Records Mgmt	2.0						0							0						0
County Clerk Records Archives	6.0						0							0						0
County Clerk Elections	5.0						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	5.0						0							0						0
County Legal	6.0						0							0						0
Justice Administration	6.0						0			1				1	1					1
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	44.0						0							0	1					1
District Clerk	50.0						0	1						1	3					3
District Attorney/Jury & Trial	75.0						0					1		1						0
Pre-Trial Release	7.0						0							0						0
Sheriff	516.0						0	2		2				4						0
Constables	46.0						0							0						0
Social Services	12.0						0							0						0
Child Welfare	1.0						0							0						0
Emergency Management	6.0						0							0						0
Extension Services	9.0						0							0						0
County Engineer	7.0						0							0						0
Building Inspector	2.0						0							0						0
Community Services	3.0						0							0						0
Information Technology	49.0						0							0						0
County Parks and Senior Services	68.0						0							0	1					1
Museum	2.0				1		1							0	1					1
Road & Bridge/Drainage/Beach	72.0						0	1						1						0
County Health District	1.0						0							0						0
Law Library	1.0						0							0						0
Juvenile Probation	68.0	3					3			1	1			2						0
Mosquito Control	13.0						0							0						0
Right of Way	1.0						0							0						0
Seawall Maintenance	6.0						0							0						0
Housing & Economic Dev	6.0	1					1							0						0
Adult Probation	45.0						0							0						0
Grand Total	1362.5	5	0	0	1	0	6	7	0	5	1	1	0	14	8	1	0	0	0	9
Job Applications Received	236																			

Revised 10/2012

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 8/15/2013 thru 8/28/2013

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114000	County Clerk	DURFLINGER, GERALD L	FTBE	26 SR MICROFILMING TECHNICIAN	8/26/2013		11C1	$30,967	1,191.07 B	PROMOTION
121000	Justice Administration	GRACIA, MONICA L	FTBE	2 ADMINISTRATIVE	8/17/2013		18L1	$54,646	2,101.78 B	TRANSFER
121000	Justice Administration	HUGHES, BONNIE O	FTBE	2 ADMINISTRATIVE		8/16/2013	18A1	$41,648	1,601.86 B	TERMINATION
122400	County Court #3 - Foley	FORT, LISA	FTBE	3 COURT REPORTER-CO COURT 3		8/23/2013	0000	$68,809	2,646.51 B	TERMINATION
122400	County Court #3 - Foley	PIPER, MARY K	FTBE	3 COURT REPORTER-CO COURT 3	8/24/2013		0000	$68,809	2,646.51 B	TRANSFER
123500	Justice Court Pct #5 - Apffe	WHITEHURST, ROD	FTBE	5 DEPUTY COURT CLERK PCT 5		8/21/2013	10A1	$28,065	1,079.44 B	TERMINATION
126100	District Clerk	BETANCOURT, DANIEL	FTBE	7 CHIEF TECHNOLOGY ADMIN	8/15/2013		20A1	$45,972	1,768.15 B	PROMOTION
126100	District Clerk	DEESE, WILLIAM C	PTNH	533 SUMMER INTERN		8/28/2013	10A1	$14,029	13.49 H	TERMINATION
126100	District Clerk	SMALLEY, THAZEREIN U	PTNH	534 SUMMER INTERN		8/23/2013	10A1	$14,029	13.49 H	TERMINATION
127100	District Attorney	SHAWHAN, MATTHEW M	FTBE	71 CHIEF ASST DISTRICT	8/26/2013		25F1	$85,229	3,278.06 B	SALARY ADJUST
127100	District Attorney	TRIGO, JENNIFER A	FTBE	42 LEGAL SECRETARY	8/26/2013		12A1	$30,967	1,191.07 B	RET FMLA/MED
151500	Tax Assessor/Collector	HALL, KIMBERLY R	FTBE	3 CHIEF DEPUTY OF OPERATIONS	8/15/2013		22A1	$67,638	2,601.49 B	PROMOTION
151500	Tax Assessor/Collector	LEE, ASHLEY S	FTBE	43 PROPERTY TAX SPECIALIST	8/20/2013		11A1	$29,475	1,133.68 B	PROMOTION
151500	Tax Assessor/Collector	SCHAEFER, UTE	FTBE	64 ADMINISTRATIVE SUPPORT		8/28/2013	16A1	$37,731	1,451.21 B	TERMINATION
151500	Tax Assessor/Collector	TARTAGLIA, JENNIFER M	FTBE	68 CUSTOMER SERVICE REP-12 MO	8/21/2013		09A1	$26,703	1,027.06 B	REASSIGNMENT
152500	Housing	CECCACCI, ROSALYN O	FTBE	405 ADMINISTRATIVE ASSISTANT	8/28/2013		12A1	$30,967	1,191.07 B	ACCT # CHANGE
152500	Housing	GENTILE, JAMES M	FTBE	401 HOUSING & ECONO DIRECTOR	8/28/2013		23E1	$68,245	2,624.84 B	ACCT # CHANGE
152500	Housing	JUAREZ, YESENIA	FTBE	403 ADMINISTRATIVE ASSISTANT	8/19/2013		12A1	$30,967	1,191.07 B	APPOINTMENT
152500	Housing	POSEY, MAURA M	FTBE	407 SENIOR ACCOUNTS PAYABLE	8/28/2013		14A1	$34,182	1,314.72 B	ACCT # CHANGE
152500	Housing	SARVIS, CRYSTAL L	FTBE	402 OPERATIONS MANAGER	8/28/2013		19C1	$45,972	1,768.15 B	ACCT # CHANGE
211121	Criminal Investigation	ROY, JAMES A	FTBE	15 INVESTIGATOR-CID	8/15/2013		18O1	$58,848	2,263.39 B	REASSIGNMENT
211127	Auto Crime Task Force	CAZALAS, FRANKLYN C	FTBE	404 AUTO CRIMES INVESTIGATOR	8/15/2013		18O1	$58,848	2,263.39 B	REASSIGNMENT
211133	Corrections-Sheriff	STEPHENSON, JAMES A	FTBE	22 LIEUTENANT-CORRECTIONS	8/15/2013		20N1	$63,372	2,437.42 B	PROMOTION
211150	Warrant's - Sheriff's	OSTERMAYER, JUSTIN S	FTBE	89 ENTRY LEVEL		8/27/2013	15H1	$42,689	1,641.91 B	CAREER LADDER

* Rate Type: H = Hourly; B = Biweekly Salary

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 8/15/2013 thru 8/28/2013

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211163	Sheriff Services for ISDS	MARQUEZ, JOSE M	FTBE	13 SLO-CCISD (REIMB)	8/16/2013		18E1	$45,440	1,747.70 B	PROMOTION
256118	Detention	GUNNOE, GARREN	FTBE	35 JUVENILE SUPERVISION OFCR	8/20/2013		1200	$32,201	1,238.52 B	APPOINTMENT
256118	Detention	RANDALL, GREGORY	FTBE	43 JUVENILE SUPERVISION OFCR	8/27/2013		1200	$32,201	1,238.52 B	APPOINTMENT
256118	Detention	BANKS, KAREN R	PTNH	505 JUVENILE SUPERVISION	8/15/2013		12A1	$15,485	14.89 H	REASSIGNMENT
256130	JP Court	STATHAKOS, STEPHANIE	FTBE	69 COURT REPORTER	8/27/2013		0000	$68,809	2,646.51 B	APPOINTMENT
312120	F.M. Lateral Road	KAHLA, WILLIAM R	FTBE	29 PUBLIC WORKS SUPERVISOR	8/22/2013		15E1	$39,641	1,524.67 B	PROMOTION
513200	Galv Cnty Museum	SIDDALL, SANDRA JO	PTNH	501 MUSEUM DOCENT-PT	8/26/2013		05A1	$10,961	10.54 H	APPOINTMENT
513200	Galv Cnty Museum	SOILEAU, JACQUELINE N	PTNH	500 MUSEUM DOCENT-PT		8/21/2013	05A1	$10,958	5.26 H	TERMINATION
522042	Beach Maintenance	CAMPBELL, JULIE A	PTBH	6 BOLIVAR BEACH PK STICK		8/18/2013	02A1	$18,907	9.09 H	TERMINATION

* Rate Type: H = Hourly; B = Biweekly Salary

AGENDA ITEM #3.

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Ryan Ellis
Deputy Chief of Staff
Technology and Process

Tyler Drummond
Deputy Chief of Staff
Policy and Communications

Roxann Lewis
Executive Assistant

September 4, 2013

Texas Commission on Environmental Quality
Mobile Source Section
P.O. Box 13087, MC 164
Austin, TX 78711 - 3087

Dear Sir or Madam:

On behalf of Galveston County, the authorized party, as signed below, hereby requests that grant activity funds in the amount of $121,470.00 be dispersed to Galveston County by the Texas Commission on Environmental Quality (TCEQ) for the Low Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP).

These funds will be appropriated to LIRAP for the period between September 1, 2013 and August 31, 2014.

Sincerely,

Mark Henry

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

AGENDA ITEM #4.

TNMP

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N. Garden Ridge Blvd
Lewisville, TX 75067-2691

RECEIVED
AUG 28 2013
GALVESTON COUNTY JUDGE

August 26, 2013

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.

Any questions please contact Lyn Sekiguchi at 469-484-8581.

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
W 112 EDGEWOOD DR	FRIENDSWOOD TX 77546	22-AUG-2013	559899
431 OLIVE ST	LEAGUE CITY TX 77573	21-AUG-2013	591339
5701 ATTWATER RD UNIT TOWER	TEXAS CITY TX 77590	19-AUG-2013	591099
2429 1/2 34TH STN	TEXAS CITY TX 77590	19-AUG-2013	591100
1301 DICKINSON AVE	DICKINSON TX 77539	20-AUG-2013	591190
1300 ALTAVILLA LN	LEAGUE CITY TX 77573	20-AUG-2013	591250
1298 ALTAVILLA LN	LEAGUE CITY TX 77573	20-AUG-2013	591251
1296 ALTAVILLA LN	LEAGUE CITY TX 77573	20-AUG-2013	591252
2871 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591253
2873 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591254
2875 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591255
2877 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591256
2879 RAGUSA LN	DICKINSON TX 77573	20-AUG-2013	591257
2881 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591280
2883 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591286
2885 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591309
2889 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591310
2891 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591311
2895 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591312
2899 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591313
2898 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591314
2896 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591315
2894 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591316
2892 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591317
2890 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591318
2888 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591319
2886 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591320
2884 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591321

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
2882 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591322
2880 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591323
2878 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591324
2876 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591327
2874 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591328
2872 RAGUSA LN	LEAGUE CITY TX 77573	20-AUG-2013	591329
E 1335 LEAGUE CITY PKWY	LEAGUE CITY TX 77573	23-AUG-2013	591639
6801 PEACH MILL LN	LEAGUE CITY TX 77573	20-AUG-2013	591219
6803 PEACH MILL LN	LEAGUE CITY TX 77573	20-AUG-2013	591220
6805 PEACH MILL LN	LEAGUE CITY TX 77573	20-AUG-2013	591221
6807 PEACH MILL LN	LEAGUE CITY TX 77573	20-AUG-2013	591222
6809 PEACH MILL LN	LEAGUE CITY TX 77573	20-AUG-2013	591223
6811 PEACH MILL LN	LEAGUE CITY TX 77573	20-AUG-2013	591279
6813 PEACH MILL LN	LEAGUE CITY TX 77573	20-AUG-2013	591281
6815 PEACH MILL LN	LEAGUE CITY TX 77573	20-AUG-2013	591282
6817 PEACH MILL LN	LEAGUE CITY TX 77573	20-AUG-2013	591283
6804 PEACH MILL LN	LEAGUE CITY TX 77573	20-AUG-2013	591284
6806 PEACH MILL LN	LEAGUE CITY TX 77573	20-AUG-2013	591285
6808 PEACH MILL LN	LEAGUE CITY TX 77573	20-AUG-2013	591287
6812 PEACH MILL LN	LEAGUE CITY TX 77573	20-AUG-2013	591288
6814 PEACH MILL LN	LEAGUE CITY TX 77573	20-AUG-2013	591289
6820 PEACH MILL LN	LEAGUE CITY TX 77573	20-AUG-2013	591325
6816 PEACH MILL LN	LEAGUE CITY TX 77573	20-AUG-2013	591326
6818 PEACH MILL LN	LEAGUE CITY TX 77573	20-AUG-2013	591330
6822 PEACH MILL LN	LEAGUE CITY TX 77573	20-AUG-2013	591331
6824 PEACH MILL LN	LEAGUE CITY TX 77573	20-AUG-2013	591332

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

RECEIVED
SEP 05 2013
GALVESTON COUNTY JUDGE

577 N. Garden Ridge Blvd
Lewisville, TX 75067-2691

September 3, 2013

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.

Any questions please contact Lyn Sekiguchi at 469-484-8581.

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
1540 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591911
7317 1/2 BLUEJAY	TEXAS CITY TX 77591	29-AUG-2013	592569
4036 BASSWOOD DR	DICKINSON TX 77539	26-AUG-2013	591970
1545 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	592030
1543 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	592029
1541 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	592013
1595 1/2 TUSCAN LAKES BLVD	LEAGUE CITY TX 77573	30-AUG-2013	592659
1502 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591759
1504 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591760
1506 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591761
1508 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591762
1510 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591763
1512 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591764
1514 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591765
1516 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591879
1518 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591880
1520 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591881
1522 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591882
1524 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591883
1526 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591884
1528 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591885
1530 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591886
1532 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591887
1534 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591888
1536 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591909
1538 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591910
6311 LAGO MAR UNIT LIFT	DICKINSON TX 77539	29-AUG-2013	592599
1542 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591912

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
1544 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591913
1546 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591914
1548 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591915
1509 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591939
1511 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	591999
1513 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	592000
1515 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	592001
1517 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	592002
1519 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	592003
1521 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	592004
1525 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	592005
1527 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	592006
1529 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	592007
1531 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	592008
1533 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	592009
1535 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	592010
1537 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	592011
1539 BRUNELLO ST	LEAGUE CITY TX 77573	26-AUG-2013	592012

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

577 N. Garden Ridge Blvd
Lewisville, TX 75067-2691

RECEIVED
SEP 11 2013
GALVESTON COUNTY JUDGE

September 9, 2013

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.

Any questions please contact Lyn Sekiguchi at 469-484-8581.

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
W 634 FM 517	DICKINSON TX 77539-3904	06-SEP-2013	470095
E 111 WILLOWICK AVE UNIT E	FRIENDSWOOD TX 77546	06-SEP-2013	593379
1013 1/2 13TH AVN	TEXAS CITY TX 77590	05-SEP-2013	593199
5021 ALLEN CAY	TEXAS CITY TX 77590	05-SEP-2013	593229
5406 BRIGANTINE CAY CT	TEXAS CITY TX 77590	05-SEP-2013	593230
1219 WALNUT UNIT CLUBHS	LA MARQUE TX 77568	03-SEP-2013	592899

AGENDA ITEM #5.

COUNTY OF GALVESTON

Office of Justice Administration

Bonita M. Quiroga
Director
Bonnie Hughes
Administrative Coordinator
Phone: 409-770-5230
FAX: 409-621-7976

600 – 59th Street, Suite 4209
Galveston, Texas 77551

Daniel Downs
Indigent Defense Coordinator
Phone: 409-766-2442
Karen Henderson
Case Management Specialist
Phone: 409-766-2393

September 5, 2013

Honorable Mark Henry
County Judge
722 Moody
Galveston, Texas 77551

RE: Juror Donation Plan-Selection of Participants

Dear Judge Henry,

The following organization has applied for participation in the Juror Donation Plan of Galveston County:

The Fifty Club of Galveston County, Inc.

Although the Juror Donation Plan provides for the selection of two organizations, only one application was received for the Plan period beginning October 1, 2013. As a result, the deadline for applications was extended from July 1st to August 15th. No additional applications were received.

In accordance with the selection process set out in the Juror Donation Plan, I am requesting that the Commissioner's Court of Galveston County select The Fifty Club of Galveston County, Inc. for participation in the Juror Donation Plan for the period beginning October 1, 2013.

The Fifty Club of Galveston County, Inc. offers financial assistance to qualified Galveston County Officers injured or disabled in the line of duty and to families of qualified Galveston County Officers killed in the line of duty.

Please do not hesitate to contact me at (409) 765-2649 should you have any questions.

Sincerely,

Bonita M. Quiroga

Bonita M. Quiroga
Director

AGENDA ITEM #6.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

September 9, 2013

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

Re: RFQ #B061039, On Site Medical Services

Gentlemen,

The contract associated with RFQ #B061039, On Site Medical Services is scheduled for its third extension on October 1, 2013. The contracted vendor for this service is CareHere, LLC. No amendments to the contract have 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

CareHere!®

5141 Virginia Way • Suite 350 • Brentwood, Tennessee 37027
615-221-5901 • Fax 615-661-5681

September 9, 2013

Attn: Rufus Crowder, CPPB
Galveston County Purchasing Department
722 Moody (21st Street)
Galveston, TX 77550

Extension Request of (RFP #B061039), On Site Medical Services

Dear Mr. Crowder,

Please accept our request to extend **(RFP #B061039), On Site Medical Services**, for the period of October 1, 2013 through September 30, 2014, under the same terms and provisions as in the current agreement.

We are honored to continue providing on-site medical services to the employees and dependents of Galveston County.

Sincerely,

Ernest Clevenger
President
CareHere, LLC

DATE

ACCEPTED BY (signature)

THE COUNTY OF GALVESTON

CMO 7125
COUNTY / CAREHERE
1/10/2007
EXPIRES 1/31/10

Upon motion of Commissioner Holmes, seconded by Commissioner Doyle, and carried; It is Ordered by the Court that execution of Agreement with CareHere L.L.C. for the provision of medical services to Galveston County employees and their dependents be and is approved.

17

Agreement Between the County of Galveston and CareHere, LLC for the Provision of Medical Services to Galveston County Employees and Their Dependents and to Medicare Eligible Retirees and their dependents.

This Agreement is made and entered into effective this 1st day of February, 2007, by and between the County Of Galveston, ("County"), and CareHere, LLC, a Tennessee limited liability corporation ("CareHere"). It is for the provision of Medical Services by Medical Service Providers to County's Employees and their Dependents and to Medicare Eligible Retirees and their dependents at mutually agreed upon facilities situated in Galveston County.

Recitals:

The parties desire to contract with each other for CareHere to furnish Medical Service Providers who will provide Medical Services at mutually agreed upon locations to County Employees and/or their Dependents and to Medicare Eligible Retirees and their dependents.

NOW, THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, County and CareHere hereby agree as follows:

Definitions:

A Employees. Employees means full-time or part-time Employees of Galveston County and retirees of Galveston County who are under the age of 65 and who are eligible for and actually enrolled in the Galveston County Health Plan.

B Dependents: Dependents means those individuals who are defined as a Dependent in the County of Galveston Health Protection Plan as it presently exists or hereafter may be amended.

C Medicare Eligible Retirees: Medicare Eligible Retirees means those individuals who

a) are over 65 years of age,
b) eligible to receive retirement benefits from County in accordance with the provisions of Texas Local Government Code Chapter 175,
c) elect, in accordance with the provisions of Texas Local Government Code Chapter 175 by no later than the day of which the individual retires from County to continue medical coverage offered by County for themselves and their dependents, and
d) pays County $25 00 per month to enable them to receive the benefits offered by this Agreement

D Medical Professionals: Medical Professionals means Physicians who have completed their internship and residency in their chosen field of medicine, Nurse Practitioners and Physician Assistants.

E. "Health Professionals" shall mean a duly licensed nurse, medical doctor or a licensed physician's assistant hired on a part-time or temporary basis to replace a Medical Professional who is on vacation or on extended medical leave or whose position has become vacant due to termination or resignation of their job.

F. Medical Service Providers: Medical Service Providers means Medical Professional, Health Professionals, and Medical Assistants engaged in providing Medical Services under this Agreement.

G. Medical Services· "Medical Services" means the medical services described in Exhibit "A" of this Agreement provided by Medical Service Providers.

Article I
Provision of Medical Service Providers and Medical Services

1.01 Provision of Medical Service Providers. CareHere shall furnish Medical Service Providers to provide Medical Services at mutually agreed upon locations in Galveston County to County Employees and/or their Dependents and/or to Medicare Eligible Retirees and their Dependents Generally the Medical Professionals that will be furnished each time the clinic is open will consist of the following

1) Physician and Medical Assistant
2) Physician Assistant and Medical Assistant, or
3) Nurse Practitioner and Medical Assistant

But, CareHere may, on occasion, depending on the Medical Services being offered on a particular day, staff the clinic differently. An Example includes days where lab work and the services of a Medical Assistant only are required CareHere may, at its discretion, staff the clinic as it deems necessary on such occasions but not at the sacrifice of proper medical care.

1 02 Substitution of Medical Service Providers. CareHere is not committing to furnish any particular person and, at any time and from time to time, CareHere may make personnel changes. County shall have the opportunity to interview all potential final Medical Service Provider candidates identified by CareHere and to object to their being retained County shall also have the right to have CareHere remove any Medical Service Provider upon written notice, which notice shall specify the time by which the Medical Service Provider shall be removed. But, County is under no obligation to conduct such interviews or to request such removals Also, County's failure to interview a Medical Service Provider candidate or its failure to request removal of a Medical Service Provider shall not be raised as a claim or defense by CareHere against County at any time for any reason.

1 03 Medical Services Provided. The Medical Services with respect to which CareHere has agreed to furnish are listed on Exhibit A attached hereto These services may be supplemented by written agreement between the parties

1 04 Other Licensed Health Professionals. County agrees and acknowledges that other Health Professionals may assist and/or replace Medical Service Provider(s) as reasonably necessary But, to help ensure continuity of care, Care Here will use its best efforts to help ensure that such replacements need occur as infrequently as is reasonably possible. CareHere will require the Medical Service Provider being replaced to ensure that the services provided by replacement individuals do not exceed the scope of their professional training and licensure. Section 1.11 of this Agreement (Responsibilities of Parties) shall also apply in the same manner to each Health Professional as such section applies to each Medical Service Provider. CareHere shall also ensure, or require the Physician to ensure, that all Health Professionals who provide services hereunder have professional medical malpractice insurance coverage consistent with the requirements of Section 1 10 From time to time the Physician, upon consent of the patient being treated, may have medical doctors that are interns or residents associated with one of the medical schools in the state observe and assist the Physician for educational and teaching purposes under the Physician's direct supervision The same level of professional standards as set forth in Section 1.05 shall apply as well to Health Professionals, other than medical doctor interns and residents working under the direct supervision of the Medical Professional.

1.05 Standards of Medical Service Providers Performance. CareHere shall contract with the Physician such that the Physician is obligated to perform or deliver the following Medical Services, supported by a Nurse Practitioner, a Physician Assistant, a Medical Assistant or a Health Professional (other than another physician) under the Physician's direction and control

(a) The Physician shall determine his or her own means and methods of providing Medical Services in connection with this Agreement

(b) The Physician shall comply with all applicable laws and regulations with respect to the licensing and the regulation of physicians, and shall ensure that that the other Medical Service Providers do the same with regard to their professions.

(c) The Medical Services Providers shall provide the Medical Services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with Medical Services provided in Galveston and Harris counties

(d) CareHere or the Physician will obtain and maintain in effect all medical malpractice insurance specified below for the Physician and the other Medical Professionals acting under his direction and control

1 06 Proper Credentialing

(a) Each Medical Professional shall maintain, during the term of this Agreement, appropriate credentials including·

(1) a duly issued and active license to practice medicine in their respective occupation and prescribe medication in the State of Texas,
(2) a good standing with his or her profession and state professional association,
(3) the maintenance of all training and education required for their profession,
(4) the absence of any license restriction, revocation, or suspension,
(5) the absence of any involuntary restriction placed on his or her federal DEA registration, and
(6) the absence of any conviction of a felony or a misdemeanor other than a moving traffic violation.

(b) In the event that any Medical Service Provider fails to maintain one or more of their appropriate credentials CareHere shall promptly remove that Medical Service Provider and replace such Medical Service Provider with another Medical Service Provider that meets the requirements of this Section.

(f) CareHere shall also require the Physician to ensure that any other Medical Service Provider complies with the requirements of this Section 1.06. CareHere shall also require the Physician to notify CareHere immediately in the event the Physician learns of the possibility that any of the events specified in Section this 1 06(b) may occur with respect to any other Medical Service Provider and CareHere, upon reasonable affirmation of the alleged loss of credentials, shall immediately remove the individual and secure a suitable replacement

1.07 Scheduling of Services. CareHere shall contract with the Medical Service Providers to provide Medical Services at such locations and dates and times agreeable to County

1 08 Place of Services County shall provide CareHere with examination room(s) located in mutually agreed upon facilities, which examination rooms shall be reasonably satisfactory, in CareHere's judgment for the provision of the Medical Services In addition, the County shall provide CareHere with a private office reasonably satisfactory to CareHere The private office may be used by the Medical Service Providers to maintain a desk and a small refrigerator for the storage of prescription drugs, and to store drug samples, medical records, and prescription drugs The private office shall also have a lock that permits the Medical Service Providers to limit access to the private office County shall, under no circumstances, be responsible to CareHere or to any Medical Service Provider for loss of or damage to any personally owned medical or

other equipment or other personal belonging to the Medical Service Provider located, stored or kept within any examination room or office.

1.09 Equipment and Supplies. County shall also provide CareHere, for the use of the Medical Service Providers the equipment and the supplies listed on Exhibit B.-The Medical Professionals shall periodically and timely notify Care Here of their need for additional supplies and equipment they reasonably require to continue to provide Medical Services and the anticipated date by which such equipment and such supplies are required and CareHere shall provide such equipment and such supplies by such date. CareHere will use its best efforts to combine all of its purchases of equipment and supplies together with all of its clinics nationwide so as to obtain such additional equipment and supplies at the lowest price possible But, CareHere is not to make such purchases at the sacrifice of quality Alternatively, at County's option, County may obtain and directly pay for any such equipment or supplies.

1.10 Registration and Eligibility CareHere, through County's Human Resources Department, will schedule such orientation meetings as are required to educate all eligible individuals of the Medical Services provided by CareHere by this Agreement CareHere shall provide both Human Resources and all individuals who attend these meetings with an Access Code to be used by them to register for Medical Services on CareHere's system CareHere will also encourage all such individuals attending the orientation sessions to register for Medical Services prior to actual need Registration may be performed online or via a toll-free 800 number provided by CareHere. In order to arrange appointments and to receive the Medical Services Registrants will be required to provide name, address, phone, email, SSNs, date of birth, and other data necessary for medical records to be maintained and medical treatment to be rendered To confirm eligibility of registrants, CareHere shall provide a registration list to County's Human Resource Department, or other designated party, in an electronic format mutually acceptable to both parties. This registration list will be periodically updated at such times as are mutually acceptable to CareHere and County Registration data submitted to County shall not contain any Personal Health Information as defined by HIPAA. County shall inform CareHere within three (3) business days of any ineligible registrant(s) County shall also notify CareHere on a weekly basis via the same electronic format when any registered individual is no longer eligible to receive Medical Services CareHere shall inactivate ineligible registrant(s) capability to access County's onsite clinics

1 11 Professional Medical Malpractice and General Third Party Liability Insurance CareHere will maintain or ensure that each Medical Service Provider maintains as part of their professional agreement with CareHere, throughout the term of this Agreement, professional medical malpractice insuring against their negligent acts and omissions while providing Medical Services to Employees and their Dependents and to Medicare Eligible Retirees and their dependents CareHere shall also maintain, at its expense, general third party liability insurance insuring against the negligent acts or omissions of CareHere, its agents and employees in providing the services to be provided by CareHere as set forth in this Agreement.

The medical malpractice policy of the Medical Provider shall be.

1) in the minimum amount of $1 Million Dollars per occurrence and $3 Million in the aggregate with a deductible of no more than $5,000; and

2) provided through an insurance company reasonably satisfactory to CareHere and County that is licensed to do business in the State of Texas

The general third party liability policy provided by CareHere shall be:

1) in the minimum amount of $100,000 individual/$300,000 aggregate/$100,000 property with a deductible of no more than $5,000; and

2) provided through an insurance company reasonably satisfactory to CareHere and County that is licensed to do business in the State of Texas

CareHere will also require each Medical Service Provider to notify CareHere immediately in the event he or she does not have the required coverage and will promptly remove and replace such Medical Service Provider with another qualified Medical Service Provider.

CareHere will also notify County immediately in the event it does not have the required coverage

CareHere shall provide County proof of such professional liability insurance policies maintained by it and the Medical Service Provider. CareHere will provide a Certificate of Insurance naming County Of Galveston as certificate holder and an additional insured. The Certificate will provide that the insurance company will provide a minimum of ten days prior notice of cancellation, termination or modification of coverage

1.12 Responsibilities of Parties. The relationship between County and CareHere is that of an independent contractor. The relationship between CareHere and the Medical Service Providers is also that of an independent contractor Each Medical Service Provider shall be solely responsible for their own acts or omissions or the acts or omissions of those who are operating under their direction and control and for the acts or omissions of any other agent or any employee used by them in providing the Medical Services contemplated by this Agreement Neither County nor CareHere shall have any control or involvement in the independent exercise of medical judgment by any Medical Service Provider and neither County nor CareHere shall incur any liability for the actions or the omissions of the Medical Service Provider or any of their agents or employees who provide services under this Agreement

1.13 **Indemnification. CareHere agrees to indemnify and hold harmless County from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which County**

may incur in connection with CareHere's furnishing of Medical Service Providers or with the Medical Services provided by them, under this Agreement. Said indemnity obligation shall be supported by the limits referenced in Section 1.10 of this Agreement. CareHere will provide a Certificate of Insurance naming County as certificate holder. The Certificate will provide that the insurance company will provide a minimum of ten days prior notice of cancellation, termination or modification of coverage. This requirement to provide insurance will not be construed to limit the amount of indemnification being given by CareHere to County by virtue of this Article

1 14 Billing CareHere shall contract with the Medical Service Providers that they will not bill or otherwise solicit payment for Medical Services from County, County's Benefit Plan Trust or County Employees and/or their Dependents or from Medicare Eligible Retirees and their dependents

1 15 Medical Records CareHere shall contract with the Medical Service Providers for them to maintain medical records on behalf of themselves and Carehere on all patients Such medical records will be maintained in a professional manner consistent with applicable federal and State of Texas requirements CareHere shall also require the Medical Service Providers to comply with the HIPAA privacy standards. All patient records maintained by the Medical Professional in connection with this Agreement shall be the sole property of the Medical Professional and CareHere.

County understands and agrees that all of the medical records and other protected health information maintained by the Medical Professionals will be held by the Medical Professionals in strictest confidence, and that, with the exception of County's Executive Director of the Galveston Health District who is one of County's Authorized Representatives, the County will not be entitled to have access to the medical records maintained by the Medical Professionals, in the absence of an appropriate written authorization from the patient/employee or an appropriate court order. Copies of any patient's medical records will be made available to the patient or the patient's designee upon written request.

1.16 Quarterly Reports. CareHere will provide to County, no later than the last day of the month immediately following the end of each quarter of the calendar year, both a written report and an electronic report in a user friendly format acceptable to County. The report will contain (a) the number of Employees and Dependents and Medicare Eligible Retirees and dependents treated by the Medical Service Providers during such immediately preceding quarter, (b) the number of such persons for whom work-related treatments were provided (c) the number of such persons for whom primary care services were provided, (d) the types of visits, number of visits by chronic disease diagnoses, number of visits by acute care diagnoses and number of reportable conditions and infectious diseases in accordance with Texas state law. In addition, inasmuch as County's Authorized Representative, being a physician and the Executive Director of County Health District, is subject to the requirements of HIPAA as they apply to political

subdivisions of the State of Texas, CareHere will grant him permission to review individual medical records.

1 17 Noncompliance by Medical Service Providers If County becomes aware that any Medical Service Provider fails to provide Medical Services or to otherwise comply with any obligation imposed upon them by this Agreement, County shall immediately provide written notice to CareHere of such failure, which written notice shall describe the failure in reasonable detail, and CareHere shall use its best efforts to address such failure. In the alternative, CareHere may arrange for the substitution of another person as the Medical Service Provider. As provided in Section 1 01, County shall have the right to require the immediate removal of the Medical Service Provider by CareHere But, County is under no obligation to request such a removal. Also, County's failure to request removal of a Medical Service Provider shall not be raised as a claim or defense by CareHere against County at any time for any reason.

Article II
Compensation

2.01 Initial Set-Up Fee. County shall pay to CareHere an initial set-up fee of no more than $8,000 00 per clinic. This fee will be used by CareHere to purchase the initial equipment and supplies listed on Exhibit B that are required for the provision of Medical Services. CareHere will advise County of the amount of money required per clinic and County will remit payment in accordance with Texas Government Code Chapter 2251.

2 02 Monthly Fee. For its services rendered herein, CareHere will be paid the sum of $21.50 per Employee except during the first month the clinic(s) are operational, then payment due shall be prorated to correspond with the day of the month in which the clinic(s) open For example, if the clinic(s) become operational on the 15th day of March, 2007, the first payment will be in the amount of $10.75 per Employee and it will be due and payable in accordance with Texas Government Code Chapter 2251. In exchange for its $21.50 per Employee per month, CareHere will furnish the services attached hereto as Exhibit "C" County, acting through its Human Resources Department, will advise CareHere of the number of such Employees and electing Medicare Eligible Retirees it has by the tenth (10th) day of each month and, based on this figure, County will remit payment within the upcoming thirty (30) days.

2 03 Additional Fees. County has the option to periodically supply such equipment and supplies as are reasonably required to provide the Medical Services called for herein Should County fail to provide such equipment and supplies within 3 business days after the date of request, CareHere may make such acquisitions in accordance with the terms of the next paragraph and County will tender payment to CareHere its actual cost for such equipment and supplies in accordance with Texas Government Code Chapter 2251

In advance of the first day of each month, CareHere shall submit an amount equal to the sum of the estimate of that month's actual medical expenditures and an adjustment

from prior months' actual expenditures for Medical Services provided by Medical Service Providers and for medical supplies, equipment, medications, and lab processing fees and other expenses, other than those expenses for which CareHere is paid as part of its monthly fee. Upon receipt of the invoice County will tender payment to CareHere in accordance with Texas Government Code Chapter 2251.

2 04 Not to Exceed. In an attempt to curtail the escalating cost of providing Medical Services, for the initial term of this Agreement CareHere shall guarantee that the hourly fee paid by CareHere to the following Medical Service Providers and supplies and equipment shall not exceed the following amounts:

Physician	$110.00 hourly fee rate maximum
Physician Assistant	$80.00 hourly fee rate maximum
Nurse Practitioner	$70 00 hourly fee rate maximum
Certified Medical Assistant	$20.00 hourly fee rate maximum
Supplies and Equipment	Actual cost

2.05 CPI Escalator. After the first year of the initial term of the contract and for each subsequent renewal, the maximum hourly fees referenced in 2 04 paid to the Medical Service Providers may, upon request of CareHere, be adjusted annually by an amount equal to the change in the medical care component of the Consumer Price Index for all Urban Consumers for the Southern Region up to a maximum increase of 5% Any request for such increase in fees must be made by CareHere at least sixty (60) days prior to the expiration of the first year and each renewal year

2 06 Disputed Invoices. In the event of a disputed invoice County agrees to notify CareHere in writing of the disputed amount, and the basis for the dispute, within fifteen (15) days of receipt of such invoice The Parties agree that only payment of the disputed amount may be retained by County until the disputed matter is resolved, and that payment of the undisputed balance must be paid in accordance with Texas Government Code Chapter 2251 The parties further agree that they will put forth their best efforts toward successfully resolving any disputed amount in a timely and expeditious manner

2.06 Non Appropriation of Funds This Agreement shall terminate in the event sufficient funds are not appropriated by County to meet its fiscal or other obligations herein County agrees to give CareHere sixty (60) days written notice prior to date of termination. In addition County will pay CareHere for all outstanding undisputed invoices.

2 07 Additional Political Subdivisions The parties anticipate that additional political subdivisions will be added as contract signatories to this Agreement via amendment in the near future and that such political subdivisions will be able to use the exam rooms furnished by County and the Medical Services provided by CareHere and its Medical Service Providers for their Employees. CareHere agrees that it will use its best efforts to reduce its Monthly Fee to be paid by County as and when each additional political subdivision becomes a signatory to this Agreement

Article III
Term and Termination

3 01 Term This Agreement shall be for an initial term of three years commencing February 1, 2007 subject to earlier termination in accordance with this Agreement. Thereafter, this Agreement will continue on a year to year basis on such terms and conditions to which the parties may mutually agree at the time of each renewal

3 02 Termination With or Without Cause This Agreement may be terminated by either party with or without cause or for convenience, by providing the other party at least sixty (60) calendar days' prior written notice

3.03 Effect of Expiration or Termination The expiration or the termination of this Agreement shall not affect the obligation of County to pay compensation to CareHere or pay for any outstanding undisputed invoice for the period of time prior to such date of expiration or termination. Nor shall it affect the obligation of CareHere to provide monthly reports, other Medical Services, and insurance coverage to County for the period prior to the effective date of such expiration or such termination.

3.04 Non-Compete County agrees that in the event that it terminates this Agreement and enters into a replacement Agreement with another company that provides the same services provided by this Agreement that for a period of twelve months from date of termination of this Agreement it will not permit the successor company to engage the services of any Medical Service Provider that has provided Medical Services through CareHere. But, in order for this non-compete clause to be effective CareHere must provide County with the name of each Medical Service Provider that provided County Medical Services through CareHere prior to the date of termination of this Agreement.

Article IV
Contract Monitoring

4.01 The parties agree that the Executive Director of the Galveston County Health District or his designee shall be the Authorized Representative of the County and shall be given full authority to act on behalf of County in all matters relating to the Medical Services portion of this Agreement and that the County Auditor or his designee shall be the Authorized Representative of the County for all other portions of this Agreement

4 02 County shall have the reasonable right to monitor and audit CareHere's work related to this Agreement. In this regard, CareHere shall provide its full cooperation and insure the cooperation of its employees, agents, independent contractors and subcontractors. Further, CareHere shall make available for inspection and/or copying when requested, original: time sheets, invoices, charge slips, credentialing statements, performance evaluations, continuing education and training records, and any other data, records and accounts relating to CareHere's and its service providers work and performance under the Agreement In the event any such material is not held by

CareHere or any of its service providers in its original form, a true copy shall be provided

V
Miscellaneous

5.01 Notice. All notices and other communications permitted or required to be given pursuant to this Agreement shall be in writing, addressed to the party at the address set forth at the end of this Agreement or to such other address as the party may designate from time to time in accordance with this Section 5.01 All notices and other communications shall be (a) mailed by certified or registered mail, return receipt requested, postage pre-paid, (b) personally delivered or (c) sent by email or telecopy with a receipt confirmation Notices mailed pursuant to this Section 5.01 shall be deemed given as of three days after the date of mailing and notices personally delivered or sent by email or telecopy shall be deemed given at time of receipt.

5 02 Transferability. Except as provided in Section 5.07, neither County nor CareHere may assign or otherwise transfer this Agreement to a third party without the prior written consent of the other party, which may be given or withheld by the other party in its sole discretion

5 03 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between County and CareHere with respect to the subject matter hereof and supersedes all prior agreements This Agreement shall not be amended or waived, in whole or in part, except in writing signed by both parties

5.04 Governing Law. This Agreement shall be governed by, and interpreted in accordance with the laws of the State of Texas and venue shall lie in Galveston County

5 05 Non-Disclosure County and CareHere shall take all reasonable steps to insure that information with respect to the terms of this Agreement or with respect to the business of County and CareHere acquired by virtue of the position of the other party under this Agreement shall not be disclosed or used outside of the business of either party, provided, however, the foregoing restriction shall not apply to information (a) provided to government authorities as required by applicable law or applicable regulation or consented to by the patient; (b) furnished to healthcare providers involved in a particular patient's case; (c) which is or becomes public knowledge through no fault of either party, or (d) which is otherwise required to be disclosed by the Texas Public Information Act or other applicable law or applicable regulation or pursuant to a court order.

5 06 Access to Books and Records. Both parties agree to provide each other reasonable access to their books and records during normal business hours for purposes of enforcing the terms and conditions of this Agreement With the exception of information given to CareHere by enrolling Employees, nothing in this Article will be

construed to enable CareHere to have access to documents that are precluded from being viewed under what is commonly called the Texas Open Records Act

5 07 No Assignment This Agreement may not be assigned except in association with the complete change in ownership of CareHere

5 08 No Third Party Benefit Nothing in this Agreement shall be construed to be for the use or benefit of any third party except other political subdivisions upon their becoming party signatories to this Agreement.

In Witness Whereof, the parties have executed this Agreement effective the 1st day of February, 2007

County of Galveston

James H. Yarbrough
County Judge

Attest:

Mary Ann Daigle
County Clerk
by Patricia A. Puccetti, Deputy

Date: 1-10-2007

CareHere, LLC

Ernest A. Clevenger
President
567 Midway Circle
Brentwood, TN 37027

Date: 1-10-2007

Exhibit A

"Scope of Services"

Medical Services include but are not limited to the following

- Chronic illness evaluation, treatment and management
  - Diabetes
  - High Cholesterol
  - Etc
- Acute Conditions
  - Sore throats/ears/headache
  - Cough, Sinus
  - Strains/sprains/musculoskeletal problems
  - Acute urinary complaints
- Lab testing
- Medication dispensements
- Occupational Conditions (Active Employees only)
  - OJI/Work-related injuries
  - Minor surgical procedures, such as sutures for laceration treatment
- Employment Related Activities
  - Pre-employment and routine physicals
  - Pre-employment drug testing
- Personal hygiene related problems
- Ordinary and routine care of the nature of a visit to the doctor's office

Long Term Prevention Programs Included

- LabInsight Health Risk Assessment with comprehensive blood draw analysis
- Aggregate data analysis from your Employee population that allows us to develop just the right programs for your Pharmaceutical Program Management tailored to your specific population
- Physician/Nurse "Reach Out" Program to touch the people with the highest health risks
- Population Health Management programs targeted for the greatest impact (obesity, diabetes, high blood pressure, etc.)
- Disease/Case Management – we proactively assign a "coach" to help those Employees with the greatest need
- Self Care Education Tools and programs online, in print, or in person
- Comprehensive Health Education Training
- Physician Health Seminars
- Quarterly Population Promotions

Program Enablers and Infrastructure Included:

- 800 Customer Support
- 24x7 Online Scheduling System
- Online Medical Management & Tracking System
- Clinic Best Practices Sharing
- Clinic Inventory Management (supplies, medications, etc.)
- Medical Service Provider Recruiting
- Physician Management
- Medical Assistant Management
- Quarterly Analysis, Trends, Reporting & Survey Results
- Quarterly Program Scorecards

Exhibit B

Exam Room Set Up
Medical supplies and equipment

Other items may be required by the Medical Professional to deliver Medical Services in accordance with the Agreement

Exam table/stool	Disinfectant
Small refrigerator	Waste cans
Lockable cabinet	Waste can liners
Gooseneck light	Gloves
Diag Set 3.5V Halogen/disposable covers	Suture supplies
Sundry jars	Glucose test supplies
Pillow/pillow covers (cloth and disposable)	Urinalysis supplies
Table paper	Strep testing supplies
Thermometer/disposable covers	Mono testing supplies
4 X 4's	Disposable gowns
Tongue depressors	Disposable drapes
Cotton balls	Thermometer (freezer)
Alcohol	3" Elastic bandage
Alcohol dispenser	Cold pack
Blood pressure cuffs	Emesis basins
Stethoscope	Medications/Injectables (by physician order)
Surgical tape	Lab supplies (Tubes, requisitions, tourniquets)
Biohazard bags and Removal Service	Wall Posters, Charts
Biohazard stickers	Small desk and chair (if not provided by County)
"Allergic To" stickers	Needles
Sharps containers	Syringes
Computer, Fast Internet Connection, "4 in 1" Printer/Fax/Copier/Scanner	Trash removal, Clean-up, and General Maintenance

OFFICE ROOM SET UP
Chair Desk 4 drawer letter size file cabinet small office supplies

Exhibit C
Baseline Fees and Scope of Services for Monthly Fee

Services Rendered for $21.50 per Employee per Month to each Employee and their Dependents includes but is not limited to the following:

Clinic Management, Prevention and Education Tools

- Annual LabInsight Health Risk Assessments for each Employee. (County will pay for Health Risk Assessments for Employees and Dependents and for Medicare Eligible Retirees and dependents at a rate of $55 00 per Assessment in the event the count of annual Assessments exceed the count of Employees)
- Long Term Prevention Program
- Population Health Management
- Disease/Case Management
- Self Care Education Tools & Programs
- Physician/Nurse "Reach Out" Program
- Comprehensive Health Education Training
- Physician Health Seminars
- Quarterly Population Promotions

Program Enablers and Infrastructure

- 800 Customer Support
- Online Scheduling System
- Online Medical Management & Tracking System
- Clinic Best Practices Sharing
- Clinic Inventory Management (supplies, medications, etc.)
- Medical Service Provider Recruiting
- Medical Service Provider Management
- Quarterly Analysis, Trends, Reporting and Survey Results
- Quarterly Program Scorecards

Word/Depts/Personnel/CareHere Agreement Final January 9, 2007

AGENDA ITEM #7.

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

October 24, 2012

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

Re: Authorization to add Vehicle into Vehicle Fleet

Gentlemen,

It is requested that the Commissioners' Court consider accepting the following seized vehicle into the Galveston County fleet inventory:

- One (1) Chevrolet HHR Extended Sports Van VIN 3GNDA23D97S536349

This vehicle was made available as a result of an Agreed Interlocal Judgment, Cause No. 12-CV-3039.

Your consideration in this matter is greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

Attachments

McCullough, Darla

From: Beshears, Vickie
Sent: Tuesday, September 03, 2013 4:51 PM
To: McCullough, Darla
Subject: CC Agenda Request
Attachments: Scan001.PDF

The item listed below is seized property awarded to the Sheriff's Department. Please place this item on the next available Commissioner's Court agenda to be received and filed into County inventory.

1 ea 2007 Chevrolet HHR Extended Sports Van, VIN 3GNDA23D97S536349

Please let me know if you have any questions.

Regards,

Vickie Beshears
Fixed Asset Property Manager
Galveston County
409-770-5417 Phone
409-621-7991 Fax

(409) 682-4018
Fax: (409) 770-5132

1912 Sealy
Galveston, Texas 77551

CHARLES S. LANGFORD
FLEET MANAGER
COUNTY OF GALVESTON

September 11, 2013

To: Rufus Crowder

Subject: Seized Property

I have no problem with the Sheriff Department's request to add the seized property into Galveston County fleet inventory. This vehicle will be used for undercover and is needed in this section.

Thank You

Charles Langford
Fleet Manager

Henry A. Trochesset

Sheriff

Galveston County

September 3, 2013

TO: Rufus Crowder, Purchasing Agent
Galveston County

RE: Seized Property – One 2007 Chevrolet HHR Extended Sports Van, VIN 3GNDA23D97S536349

On behalf of Sheriff Trochesset, we respectfully request the above seized property be received into Galveston County inventory.

Should you have any questions regarding this matter, please feel free to contact me at x2330.

Captain Barry Cook, CID

Attachments: Award Letter
Order Granting Judgment

ASSET ACQUISITION FORM

DATE: September 3, 2013

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Barry Cook Criminal Investigations

Department Asset Custodian Authorized Signature | Print Name | Department/Division

Re: Please amend the inventory to reflect the following change(s) due to ACQUISITION

ACQUISITION METHOD: ____ Donation xx Seizure ____ Other: ____

Description: ____ Color: Grey

Year: 2007 Make: Chevrolet Model: HHR

Serial/VIN: 3GNDA23D97S536349 Date received: November 9 2012

Acquired From: Name: Sharon Gribble Phone No: 281-731-2189

Address: 4620 Illnois

City State: Dickinson, Texas 77539

****Fair market value at time of receipt: $ 3725.00**

*****FAIR MARKET VALUE IS REQUIRED. Use Kelley Blue Book, NADAGuides, or other source(s)to determine value and ATTACH PRINTOUT.***

Approved by Commissioner's Court: ____ Yes ✓ No If Yes, date approved: NA

If No, date scheduled to go before Commissioner's Court: 9/17/2013

Other: ____

*Please attach any/all documentation pertaining to the donation or seizure of this item. Including donation letter, court/seizure order, vehicle title, departmental request to go before Commissioner's Court, etc.

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

9/3/13
Date Form Processed

Fixed Asset Property Manager

Form No. FA-01
Revised 02/04/2013

12-CV-3039
DCINJ
Interlocutory Judgment
658689

2013 JUN 19 AM 10:51

CAUSE NO. 12-CV-3039

THE STATE OF TEXAS	IN THE DISTRICT COURT OF
V.	GALVESTON COUNTY
THE HANGOUT GAME ROOM PROPERTY, ET AL.	405TH JUDICIAL DISTRICT

AGREED INTERLOCUTORY JUDGMENT

I.
CRIMINAL INVESTIGATION & SEIZURE

This is a contraband forfeiture action pursuant to Texas Code of Criminal Procedure Chapter 59. The Galveston County Criminal District Attorney seeks to have certain property related to the **THE HANGOUT GAME ROOM** and impounded by Galveston County Sheriff's deputies on or about **NOVEMBER 8-9, 2012** in Galveston County, Texas declared contraband and forfeited to the State. The items were impounded as contraband during the execution of search warrants following an investigation by the Galveston County Sheriff's Office that documented illegal gambling and organized criminal activity, a felony, at the THE **HANGOUT GAME ROOM.** The investigation resulted in indictments of Sharon Ann Gribble (respondent in this case), Trina Williams, and Linda Ibanez for ENGAGING IN ORGANIZED CRIMINAL ACTIVITY. Linda Ibanez has been convicted. The remaining criminal cases are pending.

The following property was impounded as contraband subject to forfeiture pursuant to Texas Code of Criminal Procedure Chapter 59 from the locations indicated:

A. From The Hangout Game Room at 1215 Ave. E, Bacliff, Galveston County, Texas 77518:

1. **$12,029.00 in U.S. currency from:**
   $1,900.00 – attendant's pocket;
   $7,268.00 – money box in office;
   $1,757.00 – desk drawer in office;
   $813.00 – purse of Dawnette Patrick;
   $291 – game machines.

2. "Sentry" money box, gray in color, serial number BN-113795.

3. (6) video game motherboards from game room office.

4. (42) video game motherboards from video game machines.

5. Dry eraser board with easel.

6. 42" flat panel television, Panasonic, model TC-P42X1, serial number LA91380254, black in color.

7. 37" flat panel television, Vizio, model VX37L HDTVTV10, serial number LSLABCH3860517, black in color.

8. 19" flat panel television with built in DVD player, Emerson, model LD190EM2, serial number DS2A1137190605.

9. 19" flat panel television, Vizio, model E19VA, serial number LTTXMSA N0701236, black in color.

10. 18V Cordless drill, Hitachi, model DS18DMR, serial number J361591, green and black in color.

11. Ice maker with accessories, Scotsman, model NU130, stainless steel.

12. Motor vehicle, **2007 Chevrolet HHR, VIN# 3GNDA23D97S536349, with paper tags (04N1168 TX)**, gray in color registered to Sharon Gribble, 4620 Illinois, Dickinson, Galveston County, Texas 77539. No known lien on vehicle.

13. **$6,320.00 in U.S. currency from the CityWide ATM** located inside The Hangout Game Room. (The ATM was opened by agreement by a Citywide representative on November 9, 2012 and the cash was removed from the ATM, counted, and impounded on that date.)

B. From the Sharon Gribble residence at 4620 Illinois, Dickinson, Galveston County, Texas 77539:

1. $712.00 in U.S. currency.

2. 40" flat panel television, Samsung, serial number Z30F3CTB7709381P, black in color.

3. 46" flat panel television, Samsung, serial number Z4E63CBB911186H, black in color.

4. Laptop computer, Sony, model PCG61A1AL, serial number 275539853001885, silver in color.

5. Dell Inspiron computer, in box.

6. Assorted paperwork from residence.

7. Motor vehicle, one **2012 Chevrolet Tahoe, VIN# 1GNSCAE08CR216393**, with Texas license plate DR2Z833, gray on color registered to Sharon Gribble, 4620 Illinois, Dickinson, Galveston County, Texas 77539. The vehicle has a lien with Alley Financial account # 084-9185-39034.

8. Motor vehicle, one **1966 Volkswagen Beetle (Bug), VIN# 116473321**, beige in color registered to Sharon Gribble, 4620 Illinois, Dickinson, Galveston County, Texas 77539. No registered lien on vehicle.

C. From Texas First Bank, Dickinson Branch, 4301 Hwy-3, Dickinson, Galveston County, Texas 77539 (Box #331)

1. **$40,936.00** in U.S. Currency, from safety deposit box #331 rented by Sharon Gribble, 4620 Illinois, Dickinson, Galveston County, Texas 77539.

II.
PARTIES

The State identified two parties as potential respondents: SHARON ANN GRIBBLE and CITYWIDE ATM, INC. Both parties appeared and are represented by counsel.

SHARON ANN GRIBBLE was identified by the State as the owner of the game room and all property seized except for the cash contents of the automated teller machine inside the game room.

GRIBBLE has appeared in this cause, with counsel.

CITYWIDE ATM, INC. was identified as the owner of the automated teller machine and its contents, $6.320.00, located inside the game room. (The ATM was not impounded.) CITYWIDE ATM has appeared in this cause through counsel and has asserted a claim only to the cash contents of its ATM, $6,320.00, identified in the State's Notice of Seizure and Intended Forfeiture as Property Defendant A-13.

III.
SETTLEMENT

SHARON ANN GRIBBLE understands that this is a forfeiture action instituted by the State of Texas in which the State seeks to have the property impounded by Galveston County Sheriff's deputies on November 8-9, 2012 forfeited to the State as contraband.

SHARON ANN GRIBBLE acknowledges that she has been served with citation and hereby waives her right to all legal process in this case, including her right to challenge citation and service of process, right to trial by jury or judge, right to file a motion for new trial, right to appeal, and all other rights in law or equity to which she may be entitled. SHARON ANN GRIBBLE explicitly acknowledges that she is agreeing to this judgment voluntarily and that she has not been offered any benefit or inducement for her agreement other than that stated herein. SHARON ANN GRIBBLE acknowledges that she is entering into this agreement with the benefit of legal counsel.

THE STATE and SHARON ANN GRIBBLE have reached a settlement.

SHARON ANN GRIBBLE hereby waives any claim to the following property defendants and agrees not to contest their forfeiture to the State:

A. From The Hangout Game Room at 1215 Ave. E, Bacliff, Galveston County, Texas 77518:

1. $12,029.00 in U.S. currency from:
   $1,900.00 – attendant's pocket;
   $7,268.00 – money box in office;
   $1,757.00 – desk drawer in office;
   $813.00 – purse of Dawnette Patrick;
   $291 – game machines.

2. "Sentry" money box, gray in color, serial number BN-113795.

3. (6) video game motherboards from game room office.

4. (42) video game motherboards from video game machines.

5. Dry eraser board with easel.

6. 42" flat panel television, Panasonic, model TC-P42X1, serial number LA91380254, black in color.

7. 37" flat panel television, Vizio, model VX37L HDTVTV10, serial number LSLABCH3860517, black in color.

8. 19" flat panel television with built in DVD player, Emerson, model LD190EM2, serial number DS2A1137190605.

9. 19" flat panel television, Vizio, model E19VA, serial number LTTXMSA N0701236, black in color.

10. 18V Cordless drill, Hitachi, model DS18DMR, serial number J361591, green and black in color.

11. Ice maker with accessories, Scotsman, model NU130, stainless steel.

12. Motor vehicle, **2007 Chevrolet HHR, VIN# 3GNDA23D97S536349, with paper tags (04N1168 TX),** gray in color registered to Sharon Gribble, 4620 Illinois, Dickinson, Galveston County, Texas 77539. No known lien on vehicle.

B. From the Sharon Gribble residence at 4620 Illinois, Dickinson, Galveston County, Texas 77539:

1. $712.00 in U.S. currency.

2. 40" flat panel television, Samsung, serial number Z30F3CTB7709381P, black in color.

3. 46" flat panel television, Samsung, serial number Z4E63CBB911186H, black in color.

6. Assorted paperwork from residence.

C. From Texas First Bank, Dickinson Branch, 4301 Hwy-3, Dickinson, Galveston County, Texas 77539 (Box #331)

1. **$33,436 of the $40,936.00** in U.S. Currency, from safety deposit box #331 rented by Sharon Gribble, 4620 Illinois, Dickinson, Galveston County, Texas 77539.

SHARON ANN GRIBBLE affirms that she is not asserting a claim to Property Defendant A-13, being $6,320.00 cash from the ATM.

THE STATE AGREES to non-suit its forfeiture claims to the following property defendants and that these items shall be returned to SHARON ANN GRIBBLE:

B. From the Sharon Gribble residence at 4620 Illinois, Dickinson, Galveston County, Texas 77539:

4. Laptop computer, Sony, model PCG61A1AL, serial number 275539853001885, silver in color.

5. Dell Inspiron computer, in box.

7. Motor vehicle, one **2012 Chevrolet Tahoe, VIN# 1GNSCAE08CR216393**, with Texas license plate DR2Z833, gray on color registered to Sharon Gribble, 4620 Illinois, Dickinson, Galveston County, Texas 77539. The vehicle has a lien with Alley Financial account # 084-9185-39034.

8. Motor vehicle, one **1966 Volkswagen Beetle (Bug), VIN# 116473321**, beige in color registered to Sharon Gribble, 4620 Illinois, Dickinson, Galveston County, Texas 77539. No registered lien on vehicle.

C. From Texas First Bank, Dickinson Branch, 4301 Hwy-3, Dickinson, Galveston County, Texas 77539 (Box #331)

1. **$7,500.00** in U.S. Currency, from safety deposit box #331 rented by Sharon Gribble, 4620 Illinois, Dickinson, Galveston County, Texas 77539.

CITYWIDE ATM, INC. asserts a claim only to Property Defendant A-13, $6,320.00.

CITYWIDE ATM, INC. does not oppose the settlement agreement between the State and Sharon Ann Gribble.

ACCORDINGLY, THE COURT FINDS AND ORDERS:

THAT THE FOLLOWING PROPERTY seized by law enforcement officers on or about November 8-9, 2012 is contraband as defined by Texas Code of Criminal Procedure Article 59 and, **IT IS, THEREFORE, ORDERED** that this property is forfeited, with any interest thereon, to the State of Texas to be administered by the Galveston County Criminal District Attorney pursuant to Texas Code of Criminal Procedure Article 59.06:

A. From The Hangout Game Room at 1215 Ave. E, Bacliff, Galveston County, Texas 77518:

1. $12,029.00 in U.S. currency from:
   $1,900.00 – attendant's pocket;
   $7,268.00 – money box in office;
   $1,757.00 – desk drawer in office;
   $813.00 – purse of Dawnette Patrick;
   $291 – game machines.

2. "Sentry" money box, gray in color, serial number BN-113795.

3. (6) video game motherboards from game room office.

4. (42) video game motherboards from video game machines.

5. Dry eraser board with easel.

6. 42" flat panel television, Panasonic, model TC-P42X1, serial number LA91380254, black in color.

7. 37" flat panel television, Vizio, model VX37L HDTVTV10, serial number LSLABCH3860517, black in color.

8. 19" flat panel television with built in DVD player, Emerson, model LD190EM2, serial number DS2A1137190605.

9. 19" flat panel television, Vizio, model E19VA, serial number LTTXMSA N0701236, black in color.

10. 18V Cordless drill, Hitachi, model DS18DMR, serial number J361591, green and black in color.

11. Ice maker with accessories, Scotsman, model NU130, stainless steel.

12. Motor vehicle, **2007 Chevrolet HHR, VIN# 3GNDA23D97S536349, with paper tags (04N1168 TX)**, gray in color registered to Sharon Gribble, 4620 Illinois, Dickinson, Galveston County, Texas 77539. No known lien on vehicle.

B. From the Sharon Gribble residence at4620 Illinois, Dickinson, Galveston County, Texas 77539:

1. $712.00 in U.S. currency.

2. 40" flat panel television, Samsung, serial number Z30F3CTB7709381P, black in color.

3. 46" flat panel television, Samsung, serial number Z4E63CBB911186H, black in color.

6. Assorted paperwork from residence.

C. From Texas First Bank, Dickinson Branch, 4301 Hwy-3, Dickinson, Galveston County, Texas 77539 (Box #331)

1. **$33,436 of the $40,936.00** in U.S. Currency, from safety deposit box #331 rented by Sharon Gribble, 4620 Illinois, Dickinson, Galveston County, Texas 77539.

IT IS FURTHER ORDERED that the following property, with any interest thereon, shall be returned to SHARON ANN GRIBBLE:

B. From the Sharon Gribble residence at 4620 Illinois, Dickinson, Galveston County, Texas 77539:

4. Laptop computer, Sony, model PCG61A1AL, serial number 275539853001885, silver in color.

5. Dell Inspiron computer, in box.

7. Motor vehicle, one **2012 Chevrolet Tahoe, VIN# 1GNSCAE08CR216393**, with Texas license plate DR2Z833, gray on color registered to Sharon Gribble, 4620 Illinois, Dickinson, Galveston County, Texas 77539. The vehicle has a lien with Alley Financial account # 084-9185-39034.

8. Motor vehicle, one **1966 Volkswagen Beetle (Bug), VIN# 116473321,** beige in color registered to Sharon Gribble, 4620 Illinois, Dickinson, Galveston County, Texas 77539. No registered lien on vehicle.

C. From Texas First Bank, Dickinson Branch, 4301 Hwy-3, Dickinson, Galveston County, Texas 77539 (Box #331)

1. **$7,500.00** in U.S. Currency, from safety deposit box #331 rented by Sharon Gribble, 4620 Illinois, Dickinson, Galveston County, Texas 77539.

IT IS FURTHER ORDERED, PURSUANT TO TEXAS CODE OF CRIMINAL PROCEDURE ARTICLE 59.05(f), that the **GALVESTON COUNTY DISTRICT CLERK** is awarded court costs.

Signed and entered this 17th day of June, 2013.

JUDGE PRESIDING

AGREED IN FORM AND SUBSTANCE:

BRENT HAYNES
ASST. CRIMINAL DISTRICT ATTORNEY
GALVESTON COUNTY CRIMINAL
DISTRICT ATTORNEY'S OFFICE

SHARON ANN GRIBBLE
RESPONDENT
DATE: 6-12-13

ED WALLISON
RATHWELL & WALLISON, P.L.L.C.
S.B.O.T. No. 20792700
ATTORNEY FOR CITYWIDE ATM, INC.
DATE: _____

MO IBRAHIM
IBRAHIM & ELLIOTT, L.L.P
S.B.O.T. ~~00795335~~ 00787744
ATTORNEY FOR SHARON ANN GRIBBLE
DATE: 6/13/13

8. Motor vehicle, one **1966 Volkswagen Beetle (Bug), VIN# 116473321,** beige in color registered to Sharon Gribble, 4620 Illinois, Dickinson, Galveston County, Texas 77539. No registered lien on vehicle.

C. From Texas First Bank, Dickinson Branch, 4301 Hwy-3, Dickinson, Galveston County, Texas 77539 (Box #331)

1. $7,500.00 in U.S. Currency, from safety deposit box #331 rented by Sharon Gribble, 4620 Illinois, Dickinson, Galveston County, Texas 77539.

IT IS FURTHER ORDERED, PURSUANT TO TEXAS CODE OF CRIMINAL PROCEDURE ARTICLE 59.05(f), that the GALVESTON COUNTY DISTRICT CLERK is awarded court costs.

Signed and entered this _____ day of _____, 2013.

_____
JUDGE PRESIDING

AGREED IN FORM AND SUBSTANCE:

_____
BRENT HAYNES
ASST. CRIMINAL DISTRICT ATTORNEY
GALVESTON COUNTY CRIMINAL
DISTRICT ATTORNEY'S OFFICE

_____
SHARON ANN GRIBBLE
RESPONDENT
DATE: _____

_____
ED WALLISON
RATHWELL & WALLISON, P.L.L.C.
S.B.O.T. No. 20792700
ATTORNEY FOR CITYWIDE ATM, INC.
DATE: _____

_____
MO IBRAHIM
IBRAHIM & ELLIOTT, L.L.P
S.B.O.T. 00795335
ATTORNEY FOR SHARON ANN GRIBBLE
DATE: _____

DISTRICT COURT ★ GALVESTON COUNTY, TEXAS ★

AGENDA ITEM #8.

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

September 11, 2013

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 lists. 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.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachment

McCullough, Darla

From: Beshears, Vickie
Sent: Wednesday, September 11, 2013 8:49 AM
To: McCullough, Darla
Subject: CC Agenda Item
Attachments: Surplus Items.pdf

Hello Darla,

Could you please place the items listed below on the next available CC agenda for approval to be properly disposed of.

General
-3 each Televisions
-3 each Typewriters (2 IBM, 1 Brother)
-1 each Panasonic Transcriber
-1 each Fax, Phone, Copier in One

County Clerk's Office
-Receipts Printers, etc. (please see attached list)

Sheriff-CID
-Miscellaneous equipment (please see attached list)

Sheriff-Professional Standards Office
-Unclaimed Property (please see attached list)

Please let me know if you have any questions.

Regards,

Vickie Beshears
Fixed Asset Property Manager
Galveston County
409-770-5417 Phone
409-621-7991 Fax

ASSET TRANSFER REPORT
For
INFORMATION TECHNOLOGY EQUIPMENT

From: 1140 County Clerk's Office, Aaron Marcus
Department No. & Name

Location: 600 59th St Suite 2001
Building, Floor, Suite, or Room No.

Authorized Signature: _____
Department Asset Custodian

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

Transfer: 000000015699 (FAID No.) Description: Epson Receipt Printer (Model - TMU950P)

Transfer: 000000015702 (FAID No.) Description: Epson Receipt Printer (Model - TMU950P)

Transfer: 000000015678 (FAID No.) Description: Epson Receipt Printer (Model - TMU950P)

Transfer: 000000015680 (FAID No.) Description: Epson Receipt Printer (Model - TMU950P)

Transfer: 000000008248 (FAID No.) Description: Epson Receipt Printer (Model – TM-930II8)

Transfer: 000000008582 (FAID No.) Description: Epson Receipt Printer (Model – TM-930II8)

Transfer: 000000008617 (FAID No.) Description: Epson Receipt Printer (Model – TM-930II8)

Transfer: 000000008498 (FAID No.) Description: Epson Receipt Printer (Model – TM-930II8)

Transfer: 000000008248 (FAID No.) Description: HP Laserjet 4siMX Printer

Transfer: Other (FAID No) Description: RP 606Z S/N 362189

To: Information Technology
Department No. & Name

Location: 722 Moody Ave Courthouse / 6th Floor
Building, Floor, Suite, or Room No.

INFORMATION TECHNOLOGY DEPARTMENT USE ONLY

8/23/13
Date of Movement

LaNeisha Kelly
by Information Technology Employee

8/26/13
Date Form Processed

LaNeisha Kelly
by Information Technology Employee

Form No. FA-05

Galveston County Sheriff's Office

Criminal Investigations Division

Surplus equipment disposal list

Storage Room

1 Gateway Monitor ser# QS7342600130C county tag # 1591003183 broken

2. GE VG7510 VHS player County tag# 3447 works not in FA

3. Sylvania 13" TV combo ser# V13293822 works

4. JVC super VHS camcorder ser# 118Q7524 works

5. JVC super VHS camcorder ser# 118Q7519 works

6. Emerson TV combo ser# V25336302 works

7. Sony TV ser# 8016668 county tag# 886 works not in FA

8. Sony TV ser# 8144387 county tag# 3415 works not in FA

9. Sylvania 13" TV combo ser# V12278715 works

10. Sylvania 13" TV combo ser# V13294192 works

Storage Closet:

1. Realistic mixer ser# 520739 county tag# 3426 unknown FA DI'd

2. JVC VHS VCR ser# 12477244 county tag# 1591002916 unknown

3. JVC VHS VCR ser# 12477453 unknown

4. Panasonic VCR ser# F6TA00338 county tag# 3448 unknown not in FA

5. JVC VCR ser# 061T0436 county tag# 3413 unknown not in FA

6. Sony cassette player ser# 4D806778 county tag# 3422 unknown, FA DI'd

7. JVC camcorder ser#118C0493 works

8. Sylvania VCR ser#U22397869 unknown

9. Panasonic cassette tape player county tag# 3449 unknown FA DI'd

10. Canon mobile printer ser# XDW52008 county tag# 17622 was working FA DI'd

11. Panasonic CF-47 county tag# 1591001671 unknown

12. Nec laptop computer ser# 1304067HB unknown

13. Radio shack mixer ser# 111406 unknown

14. Sony floppy disc camera ser# 576746 unknown

15. Sony floppy disc camera ser# 576758 unknown

16. Canon mobile printer ser# XDK11620 was working

17. Canon mobile printer ser# not readable county tag # 17625 was working FA DI'd

18. Panasonic CF-47 laptop county tag# 17633 unknown FA DI'd

19. Canon mobile printer ser# XDW49484 county tag# 17624 was working FA DI'd

20. Panasonic CF-47 laptop ser# CF-47KY6AEM no county tag unknown

21. Panasonic CF-47 laptop ser# CF-47GY6GUEM no county tag unknown

22. IBM electric typewriter ser# 5275874 county tag # 3357 works not in FA

23. Marantz tape recorder MZ040136920167 unknown

24. Marantz tape recorder MZ050136920197 unknown

HENRY TROCHESSET
SHERIFF
GALVESTON COUNTY SHERIFF OFFICE
OFFICE OF PROFESSIONAL STANDARDS
601-54TH STREET SUITE 2100
GALVESTON, TEXAS 77551

Memorandum

TO:	Galveston County Purchasing Department
FROM:	Lt. Josette Birdow
DATE:	8/6/2013//Correction info date 9/6/13
REF:	Unclaimed property
ATTN:	Vickie Beshears

On 7/30/13, I completed an inventory with Deputy Rose Tijerina as a witness of unclaimed property. The following are the number of items accounted for:

Watches-17
Rings-42//3 destroyed
Earrings-30 as a whole, 10 paired and 10 individual
Knives-34//destroyed
Misc Items-10//destroyed
Necklaces-16
Bracelets-5

The above items will be sold via GC Purchasing Department's protocol by placing them on the website www.govdeals.com.

Please contact me at 409-766-2357 if you have any questions,

Thanks,

Lt Josette Birdow

Received by:

Vickie Beshears 9/6/13

Signature Date

9/6/2013

Mrs. Beshears,

I apologize, the missing items that you have noted was destroyed and should not have been listed on your list. I will include a copy of the items destroyed with this memo.

Lt. Josette Birdow

AGENDA ITEM #9.

THE COUNTY OF GALVESTON

RIGHT OF WAY /
REAL ESTATE SERVICES
722 Moody, 1st Floor
Galveston, Texas 77550

September 4, 2013

(409) 770-5577
(281) 316-8300, Ext. 5577

Honorable Mark Henry, County Judge
Hon. Galveston County Commissioners' Court
Galveston County Courthouse
722 Moody
Galveston, Texas 77550

Re: Parcel 143– F.M. 646
Limits: F.M. 1764 to S.H. 6

Gentlemen:

For your consideration, we are attaching copy of deed covering Parcel 143 required for the captioned F.M. 646 Project. Parcel 143, owned by T.R. and V.R. Gates Living Trust, consists of 641 square feet of land and improvements, broken down as follows:

641 s/f Land	$ 1,603.00
Gravel Drive	383.00
	$ 1,986.00

TxDOT will reimburse the County for 90% of the right of way cost.

If you are agreeable to accepting this deed, please authorize issuance of a check in the amount of $1,986.00 payable to T.R. and V.R. Living Trust. The original deed should be recorded in the County Clerk's record, with the original being returned to the Right of Way Department.

Yours very truly,

Claudette Fickessen

Claudette Fickessen

cf
Encl.

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation

Form ROW-N-14
(Rev. 08/11)

DEED

STATE OF TEXAS	§	**ROW CSJ:** 0978-01-032
	§	**Parcel 143 F.M. 646**
COUNTY OF GALVESTON	§	

WHEREAS, the Texas Transportation Commission is authorized under the Texas Transportation Code Chapters 203, 224, and 228 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and

WHEREAS, the Texas Transportation Commission is also authorized under Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, The T.R. and V.R. Gates Living Trust, of the County of Anderson, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One Hundred and one Thousand, Nine Hundred and Eighty-Six & No/100 Dollars ($1,986.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, hereinafter sometimes referred to as Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Galveston, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

SAVE and **EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit: None

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

* N 1 4 *

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part (herein called Highway Facility), shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such Highway Facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway Facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 3 day of Sept, 2013.

The T.R. and V.R. Gates Living Trust

By: Thomas R. Gates
Thomas R. Gates III, Co-Trustee

By: Vicki R. Gates
Vicki R. Gates, Co-Trustee

Acknowledgement

State of Texas
County of Galveston

This instrument was acknowledged before me on this the 3rd day of September, 2013, by Thomas R. Gates III and Vicki R. Gates, Co-Trustees of The T.R. and V.R. Gates Living Trust, on behalf of said trust.

KATHY NELSON
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires
July 13, 2014

Kathy Nelson
Notary Public's Signature

EXHIBIT A

County: Galveston
Highway: FM 646
Limits: From FM 517 to SH 6
ROW CSJ: 0978-01-032
ROW Account: 8012-02-068

Property Description for
Parcel 143

BEING a 0.015 of one acre (641 square feet) parcel of land located in the Mary Austin Survey, Abstract No. 14, Galveston County, Texas, being a portion of Lot 8, Thaman's First Subdivision of record in Volume 231, Page 6 of the Galveston County Map Records, Texas (G.C.M.R.) and being a portion of that certain calculated 0.916 acre tract of land conveyed to Gerald Wayne Nordin and wife, Mary M. Nordin by deed of record in County Clerk File No. 9510609, Film Code No. 010-30-1517 of the Official Public Records of Real Property Galveston County, Texas (O.P.R.O.R.P.G.C.); said 0.015 of one acre being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod found in the southerly line of that certain calculated 0.954 acre tract of land conveyed to Wilbert E. Klinke and Imogene Klinke Revocable Living Trust by deed of record in County Clerk File No.9607887, Film Code No. 010-92-1678, O.P.R.O.R.P.G.C., being the northeasterly corner of said 0.916 acre tract, from which a 3/8-inch iron rod found bears North 64°59' West, a distance of 0.52 feet, thence as follows;

THENCE, South 88°03'13" West, along the northerly line of said 0.916 acre tract, being the southerly line of said 0.954 acre tract, a distance of 472.59 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set in the proposed easterly right-of-way line of FM 646 and for the POINT OF BEGINNING of the herein described parcel having surface coordinates of X = 3,213,156.04, Y = 13,711,028.53;

1.) THENCE, South 01°55'00" East, along the proposed easterly line of FM 646, a distance of 69.09 feet to a 5/8-inch iron rod with aluminum cap stamped "TxDOT" set at the intersection with the existing northerly right-of-way line of Moody Drive (60 foot right-of-way) recorded under County Clerk File No. 8408445, Film Code No. 002-85-0619, O.P.R.O.R.P.G.C.; **

2.) THENCE, South 88°04'44" West, along the existing northerly right-of-way line of Moody Drive, being the southerly line of said 0.916 acre tract, a distance of 9.27 feet to a 1/2-inch iron rod found at the intersection of the existing northerly right-of-way line of Moody Drive with the existing easterly right-of-way line of FM 646 (100 foot right-of-way) recorded in Volume 881, Page 35 of the Galveston County Deed Records (G.C.D.R.), being southwesterly corner of said 0.916 acre tract;

3.) THENCE, North 01°55'43" West, along the existing easterly right-of-way line of FM 646, being the westerly line of said 0.916 acre tract, a distance of 69.08 feet to a 1/2-iron rod found for the northwesterly corner of said 0.916 acre tract, same being the southwesterly corner of said 0.954 acre tract;

EXHIBIT A

4.) THENCE, North 88°03'13" East, along the northerly line of said 0.916 acre tract, being the southerly line of said 0.954 acre tract, a distance of 9.29 feet to the POINT OF BEGINNING and containing 0.015 of one acre (641 square feet) of land.

Notes:

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, North American Datum 1983 (1996 Adjustment); all distances and coordinates are surface an may be converted to grid by dividing by a combined adjustment factor of 1.00013.

** The monument described and set in this call may be replace with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Access is permitted to the highway facility from the remainder of the property adjacent to this parcel.

A plat of even survey date herewith accompanies this property description.

I certify that the survey was performed on the ground under my supervision on August 15, 2003.

Prepared By:

GeoSolutions, Ltd.
1440 Lake Front Circle, Suite 110
The Woodlands, Texas 77380
Tel. 281-681-9766

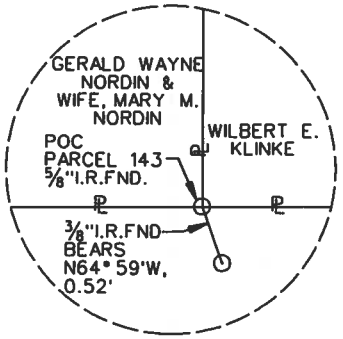
STATE OF TEXAS
REGISTERED
STEVE CHRUSCZAK
4968
PROFESSIONAL
LAND SURVEYOR

4-18-06

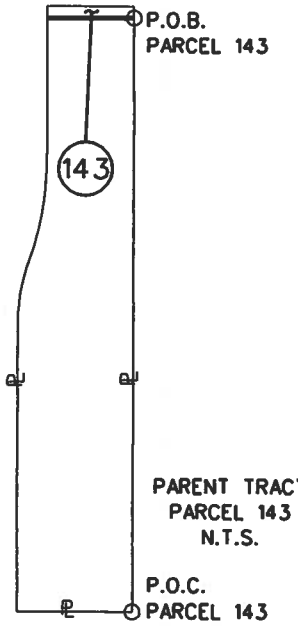
LEGEND

- ■ Set 5/8" IR w/TxDOT Alum. Cap
- □ Fnd. 5/8" IR w/TxDOT Alum. Cap
- ● Set 5/8" Iron Rod with GS Cap (unless otherwise noted)
- ○ Fnd. (Type Indicated at Location)
- GAS PUMP
- MONITOR WELL
- WATER METER
- 2'X2' GAS COVER
- PROPERTY LINE
- SURVEY LINE
- LANDHOOK
- BREAK

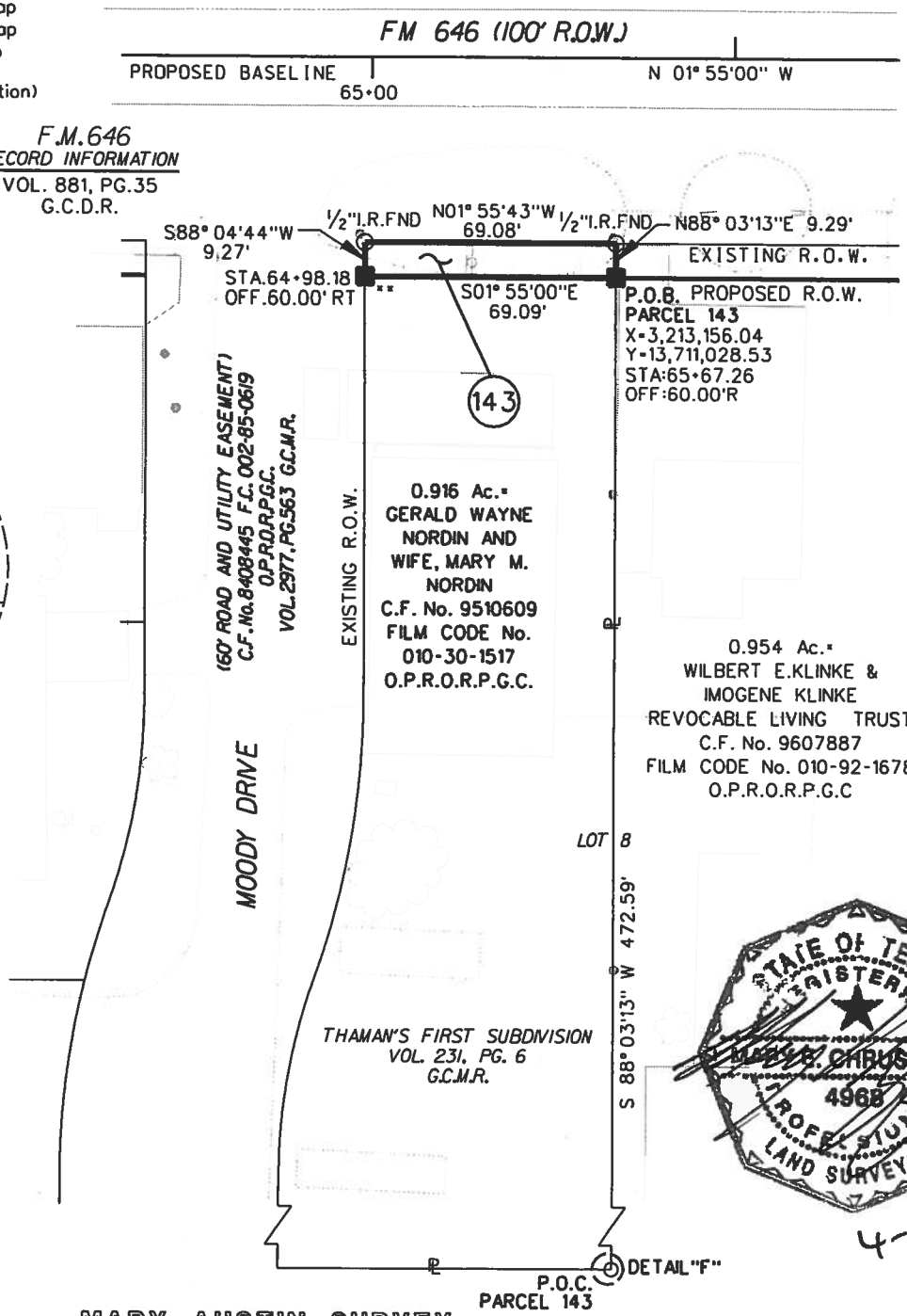
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
STA. STATION
OFF. OFFSET
R.O.W. RIGHT OF WAY
N.T.S. NOT TO SCALE

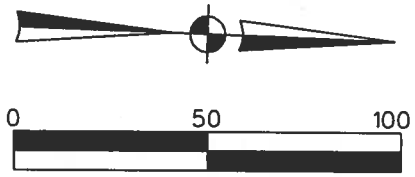


DETAIL "F"
N.T.S.



PARENT TRACT
PARCEL 143
N.T.S.





SCALE 1"=50'

NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1996 ADJ.). ALL COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT CONVERSION FACTOR OF 1.00013.
2. ** THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TxDOT TYPE II RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.
3. THIS MAP IS BASED ON ABSTRACTING PERFORMED BY POSTLE PROPERTY SERVICES IN MAY 2003. MAP COMPLETED IN APRIL, 2006.
4. PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
5. ACCESS IS PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE PROPERTY ADJACENT TO THIS PARCEL.

DEED REFERENCES WITH VOL. AND PG. ARE OF THE GALVESTON COUNTY DEED RECORDS. G.C.M.R. INDICATES GALVESTON COUNTY PLAT RECORDS, AND C.F INDICATES CLERKS FILE NO. OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY.

4-18-06

* CALCULATED AREA

REVISIONS:

1.

EXISTING	TAKING	REMAINING
0.916 Ac.	0.015 Ac. 641 Sq. Ft.	0.901 Ac.

GS Solutions, Ltd.
Tel. (281) 681-9766 Fax (281) 681-9779

PARCEL 143
FM 646
GALVESTON COUNTY, TEXAS
R.O.W. C.S.J.: 0978-01-032

DATE: APRIL, 2006 | SCALE 1" = 50'

PARCEL 143
ACCOUNT NO. 8012-02-068

...\dgn\FM646_PAR143.dgn 4/18/2006 8:19:45 AM by n_potts

AGENDA ITEM #10.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 09/10/2013	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: (Yes) No
4. Department Name: Information Technology	5. Department Contact: JJ Allen	
6. Description:	Extended services warranty renewal for Dell chassis and servers.	
7. IFAS PEID No: 703308	8. IFAS Req No: CR308976	9. Orgkey: 1101159100 / 10. Object Code: 5423000
11. Vendor: SHI Govt Solutions	12. Vendor Contract No:	
13. Requested Legal Review: Yes / (No) (Explain if No)	No, standard terms and conditions.	

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	5423000	$134,594.71	$27,092.65				
22. Totals:		$134,594.71	$27,092.65	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: * 2010	Auto Renewal Contract: Yes / No	Bid No:
Contract End Date: 7/17/15	Contract # Issued By Purchasing: CM13332	

* per Vendor quote all expired various dates in 2010, all are now Co Termed to end 07/15 DRG

Approved By:	Signature	Date
~~Department Head:~~	Shelle Ft	9/10/13
Purchasing Agent:		9-11-13
County Legal:		
County Budget Office:	Contract listed in Budget Documentation: YES (NO) / Budget Available and Funds are/will be Available: (YES) NO	9/11/13
County County Auditor:		9/11/13

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 16-Jul-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 22-Jul-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	643.56	643.56			
		CATALYST BLADE SW; SERVICE TAG NUMBER: 3J					
		XLHN1; SERVICE CONTRACT TYPE: S9+PSMC;					
		SERVICE CONTRACT EXPIRATION: 7/17/2010,					
		NEW CONTRACT END DATE: 7/17/2015					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	643.56	643.56			
		CATALYST BLADE SW; SERVICE TAG NUMBER: 4J					
		XLHN1; SERVICE CONTRACT TYPE: S9+PSMC;					
		SERVICE CONTRACT EXPIRATION: 7/17/2010,					
		NEW CONTRACT END DATE: 7/17/2015					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	908.87	908.87			
		POWEREDGE T310; SERVICE TAG NUMBER: 2NPL1					
		P1; SERVICE CONTRACT TYPE: S9+PSMC; SERVICE					
		CONTRACT EXPIRATION: 10/4/2010, NEW					
		CONTRACT END DATE: 7/17/2015					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	908.87	908.87			
		POWEREDGE T310; SERVICE TAG NUMBER: JMPL					
		1P1; SERVICE CONTRACT TYPE: S9+PSMC; SERVICE					
		CONTRACT EXPIRATION: 10/4/2010, NEW					
		CONTRACT END DATE: 7/17/2015					
		** CONTINUES 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 : 11011591005423000

CR#CR308976

Suggested Vendor : ~~BIDCON~~ STI

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from Vendor Number : 103308

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 _____

PURCHASING AGENT

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 16-Jul-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 22-Jul-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	908.87	908.87			
		POWEREDGE T310; SERVICE TAG NUMBER: 1NPL1					
		P1; SERVICE CONTRACT TYPE: S9+PSMC; SERVICE					
		CONTRACT EXPIRATION: 10/4/2010; NEW					
		CONTRACT END DATE: 7/17/2015					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	908.87	908.87			
		POWEREDGE T310; SERVICE TAG NUMBER: HMPL					
		1P1; SERVICE CONTRACT TYPE: S9+PSMC; SERVICE					
		CONTRACT EXPIRATION: 10/4/2010; NEW					
		CONTRACT END DATE: 7/17/2015					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	908.87	908.87			
		POWEREDGE T310; SERVICE TAG NUMBER: GMPL					
		1P1; SERVICE CONTRACT TYPE: S9+PSMC; SERVICE					
		CONTRACT EXPIRATION: 10/4/2010; NEW					
		CONTRACT END DATE: 7/17/2015					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	811.12	811.12			
		POWEREDGE R310; SERVICE TAG NUMBER: 23J5					
		WN1; SERVICE CONTRACT TYPE: S9+PSMC; SERVICE					
		CONTRACT EXPIRATION: 9/21/10; NEW CONTRACT					
		END DATE: 7/17/2015					
		** 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 : 11011591005423000

CR# CR3089716

Suggested Vendor : ~~BIDCON~~ SHI

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from Vendor Number : D3308

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 _____

PURCHASING AGENT

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 16-Jul-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 22-Jul-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	811.12	811.12			
		POWEREDGE R310; SERVICE TAG NUMBER: 63J5W					
		N1; SERVICE CONTRACT EXPIRATION: 9/21/10,					
		NEW CONTRACT END DATE: 7/17/2015					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	811.12	811.12			
		POWEREDGE R310; SERVICE TAG NUMBER: 33J5W					
		N1; SERVICE CONTRACT EXPIRATION: 9/21/10,					
		NEW CONTRACT END DATE: 7/17/2015					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	812.34	812.34			
		POWEREDGE R310; SERVICE TAG NUMBER: 6YG5					
		WN1; SERVICE CONTRACT EXPIRATION: 9/20/10,					
		NEW CONTRACT END DATE: 7/17/2015					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	811.12	811.12			
		POWEREDGE R310; SERVICE TAG NUMBER: 13J5					
		WN1; SERVICE CONTRACT EXPIRATION: 9/21/10,					
		NEW CONTRACT END DATE: 7/17/2015					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	811.12	811.12			
		POWEREDGE R310; SERVICE TAG NUMBER: 43J5					
		WN1; SERVICE CONTRACT EXPIRATION: 9/21/10,					
		NEW CONTRACT END DATE: 7/17/2015					
		** CONTINUED 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 : 11011591005423000

CR# CR3089760

Suggested Vendor : ~~BIDCON~~ SHI

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from

Vendor Number : 103308

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 _____

PURCHASING AGENT

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 16-Jul-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 22-Jul-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	811.12	811.12			
		POWEREDGE R310; SERVICE TAG NUMBER: H2J5					
		WN1; SERVICE CONTRACT EXPIRATION: 9/21/10,					
		NEW CONTRACT END DATE: 7/17/15					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	811.12	811.12			
		POWEREDGE R310; SERVICE TAG NUMBER: 73J5					
		WN1; SERVICE CONTRACT EXPIRATION: 9/21/10,					
		NEW CONTRACT END DATE: 7/17/15					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	811.12	811.12			
		POWEREDGE R310; SERVICE TAG NUMBER: J2J5					
		WN1; SERVICE CONTRACT EXPIRATION: 9/21/10,					
		NEW CONTRACT END DATE: 7/17/15					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	812.34	812.34			
		POWEREDGE R310; SERVICE TAG NUMBER: 27J5					
		WN1; SERVICE CONTRACT EXPIRATION: 9/20/10,					
		NEW CONTRACT END DATE: 7/17/15					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	811.12	811.12			
		POWEREDGE R310; SERVICE TAG NUMBER: 53J5					
		WN1; SERVICE CONTRACT EXPIRATION: 9/21/10,					
		NEW CONTRACT END DATE: 7/17/15					
		** CONTINED ON NEXT PAGE ** (4)					

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# CR308976

Suggested Vendor : ~~BIDCON~~ SHI

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from Vendor Number : 703308

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 _____

PURCHASING AGENT

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 16-Jul-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 22-Jul-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	812.34	812.34			
		POWEREDGE R310; SERVICE TAG NUMBER: 17J5					
		WN1; SERVICE CONTRACT EXPIRATION: 9/20/10,					
		NEW CONTRACT END DATE: 7/17/15					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	812.34	812.34			
		POWEREDGE R310; SERVICE TAG NUMBER: 37J5					
		WN1; SERVICE CONTRACT EXPIRATION: 9/20/10,					
		NEW CONTRACT END DATE: 7/17/15					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	1785.29	1785.29			
30381		POWEREDGE M610; SERVICE TAG NUMBER: FHXL					
NO IT tag		HN1; SERVICE CONTRACT EXPIRATION: 7/17/10,					
		NEW CONTRACT END DATE: 7/17/15	1785.29	1785.29			
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-					
30377		POWEREDGE M610; SERVICE TAG NUMBER: 2JXL					
[redacted]		HN1; SERVICE CONTRACT EXPIRATION: 7/17/10,					
		NEW CONTRACT END DATE: 7/17/15					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	1785.29	1785.29			
30380		POWEREDGE M610; SERVICE TAG NUMBER: GHXL					
		HN1; SERVICE CONTRACT EXPIRATION: 7/17/10,					
		NEW CONTRACT END DATE: 7/17/15					
		** CONTINUED ON NEXT PAGE ** (5)					

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

~~DHIF~~

ITSO _____Init/Date

Charge to a/c : 11011591005423000

CR# CR308976

Suggested Vendor : ~~BIDCON~~ SHI

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from Vendor Number : 703308

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 ____

PURCHASING AGENT

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Deliver To : INFORMATION TECHNOLOGY

Date : 16-Jul-2013

Date Required : 22-Jul-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	1785.29	1785.29			
30382		POWEREDGE M610; SERVICE TAG NUMBER: HHXL					
		HN1; SERVICE CONTRACT EXPIRATION: 7/17/10,					
		NEW CONTRACT END DATE: 7/17/15					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	1785.29	1785.29			
30378		POWEREDGE M610; SERVICE TAG NUMBER: JHX					
		LHN1; SERVICE CONTRACT EXPIRATION: 7/17/10,					
		NEW CONTRACT END DATE: 7/17/15					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE-	1785.29	1785.29			
30379		POWEREDGE M610; SERVICE TAG NUMBER: 1JXL					
		HN1; SERVICE CONTRACT EXPIRATION: 7/17/10,					
		NEW CONTRACT END DATE: 7/17/15					
				27,092.65			
		TOTAL					
		REQUESTED BY: DARRELL HOLMES					
		CALL NUMBER: 59158					
		FOR: EXTENDED SERVICES WARRANTY RENEWAL					
		FOR DELL CHASSIS AND SERVERS					

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

CR# CR308976

Charge to a/c : 11011591005423000

Suggested Vendor : ~~BIDCON~~ SHI

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from

Vendor Number : 103308

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 _____

PURCHASING AGENT

Galveston County

INFORMATION TECHNOLOGY

5WH – DELL CHASSIS AND SERVER WARRANTY RENEWAL

What: Warranty Renewal for Dell Chassis and Servers

Who: Server team. Priority shipping

Where: Information Technology, throughout County

When: 26 July 2013

Why: Server team requires renewal warranties as manufacture warranty is ending.

How: Purchase, and deploy as required.

Planned Costs:
$919.74

Item	*Part #*	*Qty*	*Unit $*	*Total $*
Extended Services Warranty (2 year coterminous)		1	$28,284.68	$28,284.68
			Total	$28,284.68

Charge to: **5423000**

Submitted by: _____ **Date:** 7/12/13

Approved by: _____ **Date:** 7-12-13

IT Director / Assistant IT Director

infra enterprise

Galveston County Information Technology

Call Report - Call Number 59158

Call Details as at 4:08:29 PM, 7/12/2013

Call Details

Type:	Reque/Confi/Equip		
Call Ref/Job Ref:	/	**Customer:**	Holmes, Robert
IPK Status:	Service Request	**Customer VIP Status:**	Unspecified
IPK Stream:	Default	**Telephone:**	409-766-2458
Service:	PURCHASE REQUEST	**Organization:**	Information Technology
Config Item:	SERVER HARDWARE	**Location:**	Courthouse Main
Outage Created:	N	**Logged By:**	Holmes, Darrell
Call Priority:	Low	**Current Officer:**	Allen, JJ
Call State:	Open	**Current Group:**	Administration
Call Status:	Undefined	**Forward to Officer:**	Michaels, Lauren
Call Physical Status:	Forward Internally	**Forward to Group:**	

Call Description: Purchase of Extended Service Warranty for our Dell chassis and servers, which are coming end of warranty this month...

Call Dates, Times and Expenses

Logged:	7/12/2013 1:32:38 PM	**Time Solving:**	0 hrs 40 mins	**Total Expenses:**	$0.00
Last Action:	7/12/2013 3:07:28 PM	**Downtime:**	2 hrs 36 mins		

Objects

Object Name	Upload/Update Date	Description	Security Profile
Dell Warranty_5WH.pdf	7/12/2013 2:09:41 PM	5WH	Unspecified
Copy of County of Galveston-Quote co-term 7-17-2015 2 yrs ext 7-10-2013.xls	7/12/2013 2:11:47 PM	Warranty Quote	Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
7/12/2013 2:08:56 PM	Holmes, Darrell	N	Unspecified	[Call Updated]
7/12/2013 2:08:56 PM	Holmes, Darrell	N	Unspecified	[Object Dell Warranty_5WH.pdf Uploaded] 5WH
7/12/2013 2:08:56 PM	Holmes, Darrell	N	Unspecified	[Object Copy of County of Galveston-Quote co-term 7-17-2015 2 yrs ext 7-10-2013.xls Uploaded] Warranty Quote
7/12/2013 2:11:57 PM	Holmes, Darrell	N	Unspecified	[IPK rule Route calls from Service Desk over-ridden by Holmes, Darrell]
7/12/2013 2:12:03 PM	Holmes, Darrell	N	Unspecified	[Call Forward Internally to Allen, JJ (Administration)]
7/12/2013 3:06:46 PM	Allen, JJ	N	Unspecified	[Open Forwarded Call by Allen, JJ]
7/12/2013 3:07:21 PM	Allen, JJ	N	Unspecified	[Call Forward Internally to Michaels, Lauren (Administration)] Lauren please do bidcon

Michaels, Lauren

From: Michaels, Lauren
Sent: Friday, August 02, 2013 10:53 AM
To: Perez, Claudia A
Subject: Dell chassis

Claudia,

Erin said that when she went to get quotes for the extended service warranty renewal for dell chassis and servers, that one of the vendors told her (she didn't say which one) that several of the machines are end of life? Do you know if that's true?

Thanks,

Lauren Michaels
Administrative Assistant
County of Galveston
Information Technology
722 Moody, Suite 202
Galveston, TX 77550
☎ 409-770-6233
409-765-2665
Lauren.Michaels@co.galveston.tx.us

Pricing Proposal
Quotation #: 7011743
Reference #: CR308976
Created On: 8/28/2013
Valid Until: 9/30/2013

GALVESTON CO

Erin Quiroga
722 MOODY 202
ATTN: ACCOUNTS PAYABLE
GALVESTON, TX 77550
United States
Phone: (409) 770-5391
Fax: (409) 766-2521
Email: Erin.Quiroga@co.galveston.tx.us

Inside Account Manager

Meghan Reedy
1301 South Mo-Pac Expressway
Suite 375
Austin, TX 78746
Phone: 1-800-870-6079
Fax: 512-732-0232
Email: Meghan_Reedy@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CATALYST BLADE SWITCH 3032 Dell - Part#: S9 + GD **Note:** 3JXLHN1	1	$643.56	$643.56
2	POWER EDGE T310 Dell - Part#: S9 + GD **Note:** 4JXLHN1	1	$643.56	$643.56
3	POWER EDGE T310 Dell - Part#: S9 + GD **Note:** HMPL1P1	1	$908.87	$908.87
4	POWER EDGE T310 Dell - Part#: S9 + GD **Note:** 2NPL1P1	1	$908.87	$908.87
5	POWER EDGE T310 Dell - Part#: S9 + GD **Note:** JMPL1P1	1	$908.87	$908.87
6	POWER EDGE T310 Dell - Part#: S9 + GD **Note:** GMPL1P1	1	$908.87	$908.87
7	POWER EDGE R310 Dell - Part#: S9 + GD **Note:** 1NPL1P1	1	$908.87	$908.87
8	POWER EDGE R310 Dell - Part#: S9 + GD **Note:** 63J5WN1	1	$811.12	$811.12
9	POWER EDGE R310 Dell - Part#: S9 + GD **Note:** 6YG5WN1	1	$812.34	$812.34
10	POWER EDGE R310 Dell - Part#: S9 + GD **Note:** J2J5WN1	1	$811.12	$811.12

	Dell - Part#: S9 + GD **Note:** 37J5WN1			
12	POWER EDGE R310 Dell - Part#: S9 + GD **Note:** 27J5WN1	1	$812.34	$812.34
13	POWER EDGE R310 Dell - Part#: S9 + GD **Note:** 33J5WN1	1	$811.12	$811.12
14	POWER EDGE R310 Dell - Part#: S9 + GD **Note:** 43J5WN1	1	$811.12	$811.12
15	POWER EDGE R310 Dell - Part#: S9 + GD **Note:** 23J5WN1	1	$811.12	$811.12
16	POWER EDGE R310 Dell - Part#: S9 + GD **Note:** 53J5WN1	1	$811.12	$811.12
17	POWER EDGE R310 Dell - Part#: S9 + GD **Note:** 13J5WN1	1	$811.12	$811.12
18	POWER EDGE R310 Dell - Part#: S9 + GD **Note:** 73J5WN1	1	$811.12	$811.12
19	POWER EDGE R310 Dell - Part#: S9 + GD **Note:** H2J5WN1	1	$811.12	$811.12
20	POWER EDGE M610 Dell - Part#: S9 + GD **Note:** 17J5WN1	1	$812.34	$812.34
21	POWER EDGE M610 Dell - Part#: S9 + GD **Note:** HHXLHN1	1	$1,785.29	$1,785.29
22	POWER EDGE M610 Dell - Part#: S9 + GD **Note:** 2JXLHN1	1	$1,785.29	$1,785.29
23	POWER EDGE M610 Dell - Part#: S9 + GD **Note:** 1JXLHN1	1	$1,785.29	$1,785.29
24	POWER EDGE M610 Dell - Part#: S9 + GD **Note:** GHXLHN1	1	$1,785.29	$1,785.29
25	POWER EDGE M610 Dell - Part#: S9 + GD **Note:** FHXLHN1	1	$1,785.29	$1,785.29
26	POWER EDGE M610 Dell - Part#: S9 + GD **Note:** JHXLHN1	1	$1,785.29	$1,785.29
			Total	$27,092.65

Additional Comments

Each line starts on different date on 2010, but this has been co-termed to end 7/17/2015

Good afternoon. Here is the price quote you requested.

Please provide end-user contact information (first name, last name, and email address) for all orders. Not including this information may result in a delay in order processing.

Also, please include SHI quote number on your PO. Please contact me if you have any questions.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Extended Services Quote Information

Quote #:	1016243407090

Customer Information

Date:	August 2, 2013
Company Name:	COUNTY OF GALVESTON
Dell Customer # :	221251
Contract Code # :	42AFU DIR SDD-1951

Dell Contact Information

Ana Tribaldos
APOS Services Consultant

Ana_Tribaldos@DELL.com
Phone: 1-800-247-4618 ext. 7251027
Fax: 1-866-584-8581

Dell Extended Services Details

Current Equipment Information					Extended Service Information				
Service Tag #	Model	Service Contract Type	Ship Date	Service Contract Expiration	Service Contract Type	New Contract End Date	Service Extension	Reinstatement Fee	Total Price
3JXLHN1	CATALYST BLADE SW	S9 + GD	7/17/2010	7/17/2013	S9+PSMC	7/17/2015	$ 865.18	$ -	$ 865.18
4JXLHN1	CATALYST BLADE SW	S9 + GD	7/17/2010	7/17/2013	S9+PSMC	7/17/2015	$ 865.18	$ -	$ 865.18
2NPL1P1	POWER EDGE T310	S9 + GD	10/4/2010	10/4/2013	S9+PSMC	7/17/2015	$ 1,211.83	$ -	$ 1,211.83
JMPL1P1	POWER EDGE T310	S9 + GD	10/4/2010	10/4/2013	S9+PSMC	7/17/2015	$ 1,211.83	$ -	$ 1,211.83
1NPL1P1	POWER EDGE T310	S9 + GD	10/4/2010	10/4/2013	S9+PSMC	7/17/2015	$ 1,211.83	$ -	$ 1,211.83
HMPL1P1	POWER EDGE T310	S9 + GD	10/4/2010	10/4/2013	S9+PSMC	7/17/2015	$ 1,211.83	$ -	$ 1,211.83
GMPL1P1	POWER EDGE T310	S9 + GD	10/4/2010	10/4/2013	S9+PSMC	7/17/2015	$ 1,211.83	$ -	$ 1,211.83
23J5WN1	POWER EDGE R310	S9 + GD	9/21/2010	9/21/2013	S9+PSMC	7/17/2015	$ 1,081.49	$ -	$ 1,081.49
63J5WN1	POWER EDGE R310	S9 + GD	9/21/2010	9/21/2013	S9+PSMC	7/17/2015	$ 1,081.49	$ -	$ 1,081.49
33J5WN1	POWER EDGE R310	S9 + GD	9/21/2010	9/21/2013	S9+PSMC	7/17/2015	$ 1,081.49	$ -	$ 1,081.49
6YG5WN1	POWER EDGE R310	S9 + GD	9/20/2010	9/20/2013	S9+PSMC	7/17/2015	$ 1,081.49	$ -	$ 1,081.49
13J5WN1	POWER EDGE R310	S9 + GD	9/21/2010	9/21/2013	S9+PSMC	7/17/2015	$ 1,083.12	$ -	$ 1,083.12
43J5WN1	POWER EDGE R310	S9 + GD	9/21/2010	9/21/2013	S9+PSMC	7/17/2015	$ 1,081.49	$ -	$ 1,081.49
H2J5WN1	POWER EDGE R310	S9 + GD	9/21/2010	9/21/2013	S9+PSMC	7/17/2015	$ 1,081.49	$ -	$ 1,081.49
73J5WN1	POWER EDGE R310	S9 + GD	9/21/2010	9/21/2013	S9+PSMC	7/17/2015	$ 1,081.49	$ -	$ 1,081.49
J2J5WN1	POWER EDGE R310	S9 + GD	9/21/2010	9/21/2013	S9+PSMC	7/17/2015	$ 1,081.49	$ -	$ 1,081.49
27J5WN1	POWER EDGE R310	S9 + GD	9/20/2010	9/20/2013	S9+PSMC	7/17/2015	$ 1,083.12	$ -	$ 1,083.12
53J5WN1	POWER EDGE R310	S9 + GD	9/21/2010	9/21/2013	S9+PSMC	7/17/2015	$ 1,081.49	$ -	$ 1,081.49
17J5WN1	POWER EDGE R310	S9 + GD	9/20/2010	9/20/2013	S9+PSMC	7/17/2015	$ 1,083.12	$ -	$ 1,083.12
37J5WN1	POWER EDGE R310	S9 + GD	9/20/2010	9/20/2013	S9+PSMC	7/17/2015	$ 1,083.12	$ -	$ 1,083.12
FHXLHN1	POWER EDGE M610	S9 + GD	7/17/2010	7/17/2013	S9+PSMC	7/17/2015	$ 2,250.08	$ -	$ 2,250.08
2JXLHN1	POWER EDGE M610	S9 + GD	7/17/2010	7/17/2013	S9+PSMC	7/17/2015	$ 2,250.08	$ -	$ 2,250.08
GHXLHN1	POWER EDGE M610	S9 + GD	7/17/2010	7/17/2013	S9+PSMC	7/17/2015	$ 2,250.08	$ -	$ 2,250.08
HHXLHN1	POWER EDGE M610	S9 + GD	7/17/2010	7/17/2013	S9+PSMC	7/17/2015	$ 2,250.08	$ -	$ 2,250.08
JHXLHN1	POWER EDGE M610	S9 + GD	7/17/2010	7/17/2013	S9+PSMC	7/17/2015	$ 2,250.08	$ -	$ 2,250.08
1JXLHN1	POWER EDGE M610	S9 + GD	7/17/2010	7/17/2013	S9+PSMC	7/17/2015	$ 2,250.08	$ -	$ 2,250.08

Extended Services Subtotal	$ 35,355.85
Subtotal:	$ 35,355.85
Discounts Applied	$ 2,535.59

Contract Descriptions

6H	ProSupport 2HR 7x24 Onsite/6HR Resolution
S1/S9	ProSupport 4HR 7X24 Onsite
8H	ProSupport 8HR 7x24 Onsite
S4	BASIC 4HR 5x10 Onsite
NO	Next Business Day Onsite Resolution
ND	Next Business Day Onsite
NP	BASIC Next Business Day Parts Only
SP	BASIC Same Day Parts Only

Confidential - Dell Computer Corporation

AE	Advanced Exchange
RR	Return to Depot
FR	Rapid Return for Repair
R5	Retail Next Business Day Onsite + 5 Peripherals
SR	Retail 4HR 7x24 + 5 Peripherals
PS	ProSupport Technical Support
PSMC	ProSupport Mission Critical Technical Support
EPS	Enterprise ProSupport Technical Support
EPSMC	Enterprise ProSupport Mission Critical Technical Support
RS	Retail Technical Support
LT	Limited Technical Support
CC	Accidental Damage/Complete Care

Discounts Applied	$ [illegible]
Total:	**$ 31,820.27**

Pricing does not include sales tax where applicable.
This quotation is valid for 30 days.

Purchase Order Requirements

Please remember to include the following information:

KK	Keep Your Hard Drive
SH	SATA Hard Drive Service
IE	IT Advisory Services Essential Package
IS	IT Advisory Services Strategic Package
Legacy Contracts (*No longer available*)	
SV/GD/PL	Silver/Gold/Platinum
TS	Client Gold Technical Support
IPS	IT ProSupport
IPSMC	IT ProSupport Mission Critical

Questions about Services? Click here.

Support Questions? Click here.

- Billing address
- Shipping address, including a contact name & phone number
- Terms stated as 'Net 30'
- A total dollar amount
- An authorizing signature (if required)

Please attach a copy of your Dell quote, or reference the Dell quote number(s) on the purchase order.

Extended Services Quote Information

Quote #:	1016192564594

Customer Information

Date:	July 10, 2013
Company Name:	COUNTY OF GALVESTON
Dell Customer # :	221251
Contract Code # :	42AFU DIR SDD-1951

Price valid until July 30th 2013

Dell Contact Information

Ana Tribaldos
APOS Services Consultant

Ana_Tribaldos@DELL.com
Phone: 1-800-247-4618 ext. 7251027
Fax: 1-866-584-8581

Dell Extended Services Details

Current Equipment Information					Extended Service Information				
Service Tag #	Model	Service Contract Type	Ship Date	Service Contract Expiration	Service Contract Type	New Contract End Date	Service Extension	Reinstatement Fee	Total Price
3JXLHN1	CATALYST BLADE SW	S9 + GD	7/17/2010	7/17/2013	S9+PSMC	7/17/2015	$ 865.18	$ -	$ 865.18
4JXLHN1	CATALYST BLADE SW	S9 + GD	7/17/2010	7/17/2013	S9+PSMC	7/17/2015	$ 865.18	$ -	$ 865.18
2NPL1P1	POWER EDGE T310	S9 + GD	10/4/2010	10/4/2013	S9+PSMC	7/17/2015	$ 1,211.83	$ -	$ 1,211.83
JMPL1P1	POWER EDGE T310	S9 + GD	10/4/2010	10/4/2013	S9+PSMC	7/17/2015	$ 1,211.83	$ -	$ 1,211.83
1NPL1P1	POWER EDGE T310	S9 + GD	10/4/2010	10/4/2013	S9+PSMC	7/17/2015	$ 1,211.83	$ -	$ 1,211.83
HMPL1P1	POWER EDGE T310	S9 + GD	10/4/2010	10/4/2013	S9+PSMC	7/17/2015	$ 1,211.83	$ -	$ 1,211.83
GMPL1P1	POWER EDGE T310	S9 + GD	10/4/2010	10/4/2013	S9+PSMC	7/17/2015	$ 1,211.83	$ -	$ 1,211.83
23J5WN1	POWER EDGE R310	S9 + GD	9/21/2010	9/21/2013	S9+PSMC	7/17/2015	$ 1,081.49	$ -	$ 1,081.49
63J5WN1	POWER EDGE R310	S9 + GD	9/21/2010	9/21/2013	S9+PSMC	7/17/2015	$ 1,081.49	$ -	$ 1,081.49
33J5WN1	POWER EDGE R310	S9 + GD	9/21/2010	9/21/2013	S9+PSMC	7/17/2015	$ 1,081.49	$ -	$ 1,081.49
6YG5WN1	POWER EDGE R310	S9 + GD	9/20/2010	9/20/2013	S9+PSMC	7/17/2015	$ 1,081.49	$ -	$ 1,081.49
13J5WN1	POWER EDGE R310	S9 + GD	9/21/2010	9/21/2013	S9+PSMC	7/17/2015	$ 1,083.12	$ -	$ 1,083.12
43J5WN1	POWER EDGE R310	S9 + GD	9/21/2010	9/21/2013	S9+PSMC	7/17/2015	$ 1,081.49	$ -	$ 1,081.49
H2J5WN1	POWER EDGE R310	S9 + GD	9/21/2010	9/21/2013	S9+PSMC	7/17/2015	$ 1,081.49	$ -	$ 1,081.49
73J5WN1	POWER EDGE R310	S9 + GD	9/21/2010	9/21/2013	S9+PSMC	7/17/2015	$ 1,081.49	$ -	$ 1,081.49
J2J5WN1	POWER EDGE R310	S9 + GD	9/21/2010	9/21/2013	S9+PSMC	7/17/2015	$ 1,081.49	$ -	$ 1,081.49
27J5WN1	POWER EDGE R310	S9 + GD	9/20/2010	9/20/2013	S9+PSMC	7/17/2015	$ 1,083.12	$ -	$ 1,083.12
53J5WN1	POWER EDGE R310	S9 + GD	9/21/2010	9/21/2013	S9+PSMC	7/17/2015	$ 1,081.49	$ -	$ 1,081.49
17J5WN1	POWER EDGE R310	S9 + GD	9/20/2010	9/20/2013	S9+PSMC	7/17/2015	$ 1,083.12	$ -	$ 1,083.12
37J5WN1	POWER EDGE R310	S9 + GD	9/20/2010	9/20/2013	S9+PSMC	7/17/2015	$ 1,083.12	$ -	$ 1,083.12
FHXLHN1	POWER EDGE M610	S9 + GD	7/17/2010	7/17/2013	S9+PSMC	7/17/2015	$ 1,083.12	$ -	$ 1,083.12
2JXLHN1	POWER EDGE M610	S9 + GD	7/17/2010	7/17/2013	S9+PSMC	7/17/2015	$ 2,250.08	$ -	$ 2,250.08
GHXLHN1	POWER EDGE M610	S9 + GD	7/17/2010	7/17/2013	S9+PSMC	7/17/2015	$ 2,250.08	$ -	$ 2,250.08
HHXLHN1	POWER EDGE M610	S9 + GD	7/17/2010	7/17/2013	S9+PSMC	7/17/2015	$ 2,250.08	$ -	$ 2,250.08
JHXLHN1	POWER EDGE M610	S9 + GD	7/17/2010	7/17/2013	S9+PSMC	7/17/2015	$ 2,250.08	$ -	$ 2,250.08
1JXLHN1	POWER EDGE M610	S9 + GD	7/17/2010	7/17/2013	S9+PSMC	7/17/2015	$ 2,250.08	$ -	$ 2,250.08
						7/17/2015	$ 2,250.08	$ -	$ 2,250.08

Extended Services Subtotal	$ 35,355.85
Subtotal:	$ 35,355.85
Discounts Applied	$ 7,071.17
Total:	$ 28,284.68

Pricing does not include sales tax where applicable.

Contract Descriptions

6H	ProSupport 2HR 7x24 Onsite/6HR Resolution
S1/S9	ProSupport 4HR 7X24 Onsite
8H	ProSupport 8HR 7x24 Onsite
S4	BASIC 4HR 5x10 Onsite
NO	Next Business Day Onsite Resolution
ND	Next Business Day Onsite
NP	BASIC Next Business Day Parts Only
SP	BASIC Same Day Parts Only
AE	Advanced Exchange
RR	Return to Depot
FR	Rapid Return for Repair
R5	Retail Next Business Day Onsite + 5 Peripherals
SR	Retail 4HR 7x24 + 5 Peripherals
PS	ProSupport Technical Support
PSMC	ProSupport Mission Critical Technical Support

Confidential - Dell Computer Corporation

EPS	Enterprise ProSupport Technical Support
EPSMC	Enterprise ProSupport Mission Critical Technical Support
RS	Retail Technical Support
LT	Limited Technical Support
CC	Accidental Damage/Complete Care

Purchase Order Requirements

Please remember to include the following information:

Confidential - Dell Computer Corporation

KK	Keep Your Hard Drive
SH	SATA Hard Drive Service
IE	IT Advisory Services Essential Package
IS	IT Advisory Services Strategic Package
Legacy Contracts (*No longer available*)	
SV/GD/PL	Silver/Gold/Platinum
TS	Client Gold Technical Support
IPS	IT ProSupport
IPSMC	IT ProSupport Mission Critical

Questions about Services? Click here.

Support Questions? Click here.

- Billing address
- Shipping address, including a contact name & phone number
- Terms stated as 'Net 30'
- A total dollar amount
- An authorizing signature (if required)

Please attach a copy of your Dell quote, or reference the Dell quote number(s) on the purchase order.

Confidential - Dell Computer Corporation

Xerox WorkCentre 7345

Transmission Report

Date & Time : 07/16/2013 11:30 AM
Page : 1(Last Page)

Document has been sent.

Job Date & Time 07/16/2013 11:30 AM

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY
Deliver To : INFORMATION TECHNOLOGY

Date : 16-Jul-2013
Date Required : [redacted]

Quantity	Unit	Description	Unit Price	Total	VENDOR #1	VENDOR #2	VENDOR #3
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE- CATALYST BLADE SW- SERVICE TAG NUMBER- 31 XLIN 1; SERVICE CONTRACT TYPE: S9+PSMC; SERVICE CONTRACT EXPIRATION: 7/17/2010. NEW CONTRACT END DATE: 7/17/2015					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE- CATALYST BLADE SW- SERVICE TAG NUMBER- 41 XLIN 1; SERVICE CONTRACT TYPE: S9+PSMC; SERVICE CONTRACT EXPIRATION: 7/17/2010. NEW CONTRACT END DATE: 7/17/2015					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE- POWEREDGE T310- SERVICE TAG NUMBER- 2NPL1 P1; SERVICE CONTRACT TYPE: S9+PSMC; SERVICE CONTRACT EXPIRATION: 10/4/2010. NEW CONTRACT END DATE: 7/17/2015					
1	EA	HARDWARE MAINTENANCE EXTENDED SERVICE POWERLDGE T310; SERVICE TAG NUMBER: JMPL 1P1; SERVICE CONTRACT TYPE: S9+PSMC; SERVICE CONTRACT EXPIRATION: 10/4/2010. NEW CONTRACT END DATE: 7/17/2015					
		** CONTINUES ON NEXT PAGE ** (1)					

I verify the above are required for discharge of my official duties, and hereby authorize the Purchasing Agent to contact Bidder of Vendor for the purchase of the above and further verify that the requisition contains all necessary supporting attachments or the reasons thereof, and that requirements are not repeated in a manner to avoid competitive bidding procedures.

.....Initl/Date

MMIT
DHFF

ITSO
CR#C13089710

Charge to a/c : 1101159100542300 0

Suggested Vendor : RIDCON

Vendors Contacted:
#1
#2
#3

I have this date order the above material or services from
Vendor Number :

Quotations obtained by:
☐ Sealed Bids
☐ Verbal Quotation
Purchase Order No
Date ordered

Contract
Agreed Price
20

PURCHASING AGENT

Date & Time Sent	Recipient Information	Result
07/16/2013 11:30 AM	prodoc@co.galveston.tx.us	Completed
07/16/2013 11:30 AM	Erin.Quiroga@co.galveston.tx.us	Completed
07/16/2013 11:30 AM	IT-Admin@co.galveston.tx.us	Completed

Service Description

Dell ProSupport

Introduction

Dell is pleased to provide Dell ProSupport (the "**Service(s)**") in accordance with this Service Description ("**Service Description**"). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment (as applicable, the "**Order Form**") will include the name of the service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s), contact Dell Technical Support or your sales representative.

The Scope of This Service

The features of your service include (or key service steps):

- Telephone access twenty-four (24) hours each day, seven (7) days each week (including holidays)[1] to Dell's global expert center staffed by senior-level analysts for troubleshooting assistance of hardware and software issues.
- On-site dispatch of technician and/or service parts to Customer's business location (as necessary and according to level of service purchased) for repairs and resolution necessary to remedy a Qualified Incident (as defined below). For products that are not serviceable at a Customer's location, Please see Non Field Servicable Units section.
- Remote troubleshooting assistance for common support issues, when available and with Customer's consent, in which Dell technicians connect directly to your system over a secure internet connection to expedite troubleshooting.
- Client operating system and application "Getting Started" assistance associated with common Dell OEM end-user applications such as Norton AntiVirus™ software, Microsoft® Office software suite, Intuit® QuickBooks® accounting software, Adobe® Photoshop® software and Adobe Acrobat® software. In addition certain server applications such as Microsoft Small Business Server and software applications such as V-Sphere, Hyper V and XenServer are also supported. Please see Dell's Operating System and Application Troubleshooting section for other software titles that may be supported or contact your technical support analyst for details.

What's Included	What's NOT Included
Dell OEM operating systems and applications.	Support for software not validated and tested by Dell for your system.
"Getting Started" assistance for simple "How To" or feature definition questions	Step-by-step installation, reinstallation, or configuration assistance
Hot-fix and patch assistance	Performance or administrative assistance

[1] Availability varies by country. Customers and Dell Channel Partners should contact your sales representative for more information.

- Getting-started advice or set-up assistance associated with simple network[2] connectivity for select desktop, notebook, smartphones, and tablets.
- Access to online support forums twenty-four (24) hours each day, seven (7) days each week.
- Access to Global Command Centers, which help manage critical situations in Customer environments, monitor all on-site "mission critical" labor dispatches and provide proactive crisis management coordination and communication during events such as natural disasters.
- Case management to help track resolution and escalation of Qualified Incidents.
- Escalation management to provide a single point of contact for incident management, escalation, and status of incidents within the scope of this Service.
- All local services are provided by Dell authorized service provider
- **Dell International Services Program.** This program provides service and support options when travelling with select notebooks, smartphones, and tablets outside of your home country and for a period of less than six (6) months. Additional terms and conditions apply; please see www.Dell.com/ISP for more details.

Hardware Coverage Limitations:

Additional hardware coverage limitations may apply, and service offerings may be available to extend these hardware limitations for an additional fee. Please see www.Dell.com/Warranty for the most up-to-date warranty information or contact a Dell technical support analyst for more details. A Supported Product or a component of a Supported Product that carries a limited lifetime warranty will be serviced by Dell according to this Service Description for the duration of your Dell ProSupport service contract. After your Dell ProSupport service contract period expires, subsequent Qualified Incidents related to a Supported Product or component with a limited lifetime warranty will be serviced pursuant to the Dell Basic Hardware Service contract available at www.Dell.com/ServiceContracts.

How to Contact Dell if You Require Service

Self-Dispatch Support Programs:

For Customers enrolled in Warranty Parts Direct, Fast-Track Dispatch, Technician Direct Program, or Dell Online Self Dispatch (DOSD), Qualified Incidents may be handled by certified Customer technicians through the submission of a service request to the self-dispatch website or telephone queue for your region.

Online, Chat, and Email Support:

Dell ProSupport website, chat, and email support available at www.Support.Dell.com.

Telephone Support Requests:

Available twenty-four (24) hours each day, seven (7) days each week (including holidays). Availability may differ outside of the United States and is limited to commercially reasonable efforts. Please contact your sales representative or technical support analyst for specific details for your location.

Step One: Call for Assistance

- For telephone support requests, contact your Regional Dell ProSupport support center to speak to a technical support analyst. Regional telephone numbers can be found at www.Dell.com/ProSupport/RegionalContacts.
- Call from a location which includes physical access to the Supported Product.

[2] Simple network assistance is limited to a single client system covered by ProSupport, connecting to a single router port or wireless access point, and does not include connectivity to secondary devices, systems, or domains.

- Provide the serial number of the Service Tag (as defined below) and other information as requested by the analyst. The analyst will verify Customer's Supported Product, applicable Service and response levels and confirm any expiration of Services.

Step Two: Assist with Telephone-based Troubleshooting

- When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps you have already taken to attempt to solve the problem.
- The analyst will work with you through a series of troubleshooting steps to help diagnose the issue.
- If an on-site dispatch of a service technician is necessary, the analyst will provide additional instructions.

Dell KACE Support Hours of Operation

- For support hours of operation on Dell KACE Supported Products, please refer to http://www.Kace.com/support/contact.php.

Severity Levels

Severity levels will be assigned to Qualified Incidents according to the table(s) below. "Severity 1" status is contingent on Customer purchasing optional "Mission Critical" enhanced services with Dell ProSupport.

Severity Levels and Dell Response for Products Purchased with Optional "Mission Critical" Service

Severity	Condition	Dell Response	Customer Role
1	Complete loss of critical business function, requiring immediate response.	Emergency dispatch in parallel with immediate telephone troubleshooting; quick Escalation Manager intervention.	Provide twenty-four (24) hours/day by seven (7) days/week appropriate staff/resources in support of issue resolution. Site-based senior management should be informed and engaged.
2	High impact, but imminent workaround or resolution available; twenty-four (24) hours/day by seven (7) days/week Customer resource allocation not available to aid Dell in its response.	Immediate telephone troubleshooting; Escalation Manager intervention if remote diagnosis has not been determined within 90 minutes of contact. Parts/labor dispatch when necessary *after* telephone troubleshooting and diagnosis.	Provide appropriate staff and resources to sustain continuous communication and work efforts. Site-based senior management informed and engaged.
3	Minimal business impact.	Troubleshooting by telephone, parts/labor dispatched *after* telephone troubleshooting and diagnosis.	Provide point-of-contact information for case and respond to Dell requests within twenty-four (24) hours.

Severity Levels and Dell Response for Products Purchased WITHOUT "Mission Critical" Service

Severity	Condition	Dell Response	Customer Role
2	High impact, but imminent workaround or resolution available; twenty-four (24) hours/day by seven (7) days/week Customer resource allocation not available to aid Dell in its response.	Immediate phone troubleshooting; Escalation Manager intervention if remote diagnosis has not been determined within ninety (90) minutes of contact. Parts/labor dispatch *after* telephone troubleshooting and diagnosis.	Provide appropriate staff and resources to sustain continuous communication and work efforts. Site-based senior management informed and engaged.
3	Minimal business impact.	Troubleshooting by telephone, parts/labor dispatched telephone troubleshooting and diagnosis.	Provide point-of-contact information for case and respond to Dell requests within twenty-four (24) hours.

On-site Service Options

On-site response options vary depending on the type of service purchased and whether optional "Mission Critical" enhanced service was purchased with Dell ProSupport. If you purchased ProSupport with an on-site support service response level, your invoice indicates the applicable on-site service response level, which corresponds to the tables below. Provided all applicable terms and conditions set forth in this Service Description have been fulfilled, Dell will dispatch a service technician to the Customer's business location for a Qualified Incident as necessary and pursuant to the Severity level and applicable on-site response table below.

If Customer or Customer's authorized representative is not at the location when the service technician arrives, the service technician cannot service the Supported Product. The technician will leave a card to let Customer know he or she was there or attempt to contact Customer by telephone or email. Customer may be charged an additional charge for a follow-up service call.

Dell ProSupport On-site Response WITH Mission Critical Enhanced Service

This Service when purchased in conjunction with "Mission Critical" enhanced service provides faster response times. Dell may initiate a critical situation ("**Crit Sit**") process for severity level one (1) issues and issue emergency dispatches when required.[3]

On-site Response Levels Available for Purchase with Mission Critical Enhanced Service

Type of On-site Response	On-site Response Time[4]	Restrictions/Special Terms

[3] **Emergency Dispatch for Mission Critical Severity Level 1 issues:** Supported Products with both a Dell ProSupport and Dell ProSupport Mission Critical service contract with two (2) hour or four (4) hour on-site response will have an on-site technician dispatched, if necessary, in parallel with phone-based troubleshooting. Following completion of problem determination, a Dell analyst will determine if the issue requires parts to be dispatched.

[4] Not all response times are available in all countries and locations. Contact your sales representative for more information.

2-Hour On-site Response with 6-Hour Repair Service	Technician typically arrives on-site within **2 hours** after completion of telephone-based troubleshooting and often repairs the hardware within **6 hours** of dispatch.	• Available seven (7) days each week, twenty-four (24) hours each day - including holidays. • Available within defined two (2) hour response locations. • Available on select models of Supported Products. • 2 Hour parts locations stock mission critical components, as determined by Dell, of Supported Products. Non-mission critical parts may be shipped using overnight delivery. • Emergency dispatch in parallel with troubleshooting available for issues assigned a Mission Critical Severity Level 1 status.
4-Hour On-site Response	Technician typically arrives on-site within **4 hours** after completion of telephone-based troubleshooting.	• Available seven (7) days each week, twenty-four (24) hours each day - including holidays. • Available within defined four (4) hour response locations. • Available on select models of Supported Products. • 4 Hour parts locations stock mission critical components, as determined by Dell, of Supported Products. Non-mission critical parts may be shipped using overnight delivery. • Emergency dispatch in parallel with troubleshooting available for issues assigned a Mission Critical Severity Level 1 status.
8-Hour On-site Response	Technician typically arrives on-site within **8 hours** after completion of phone-based troubleshooting.	• Available seven (7) days each week, twenty-four (24) hours each day - including holidays. • Available within defined eight (8) hour response locations. • Available only on select models of Supported Products. • Non-mission critical parts may be shipped using overnight delivery. • Emergency dispatch in parallel with troubleshooting available for issues assigned a Mission Critical Severity Level 1 status.
Outside Continental United States ("OCONUS") Customers	Following telephone-based troubleshooting, parts can be dispatched. On-site arrival times will depend on OCONUS Customer location and part-availability.	• Limited to Dell-approved (US only) OCONUS Customers. • Availability limited to select systems and locations. See www.Dell.com/Fed/International for details. • Federal Customers should consult OCONUS Service Locations in Customer's applicable separately-signed services agreement with Dell.

Dell ProSupport On-site Response WITHOUT Mission Critical Enhanced Service

Standard On-site Response Levels Available for Purchase

Type of On-site Response	On-site Response Time[4]	Restrictions/Special Terms
4-Hour On-site Response	Technician typically arrives on-site within **4 hours** after completion of telephone-based troubleshooting.	• Available seven (7) days each week, twenty-four (24) hours each day - *including* holidays. • Available only within defined four (4) hour response locations. • Available only on select models of Supported Products. • 4 Hour parts locations stock mission critical components, as determined by Dell, of Supported Products. Non-mission critical parts may be shipped using overnight delivery.
Next Business Day On-site Response	Following telephone-based troubleshooting and diagnosis, a technician can usually be dispatched to arrive on-site the next business day.	• Available five (5) days each week, ten (10) hours each day - *excluding* holidays. • Calls received by Dell expert center after 5:00 PM[5] local Customer time (Monday - Friday) and/or dispatches submitted by Dell after that time may require an additional business day for service technician to arrive at Customer's location. • Available only on select models of Supported Products.
Outside Continental United States ("OCONUS") Customers	Following telephone-based troubleshooting, parts can be dispatched. On-site arrival times will depend on OCONUS Customer location and part-availability.	• Limited to Dell-approved (US only) OCONUS Customers. • Availability limited to select systems and locations. See www.Dell.com/Fed/International for details. • Federal Customers should consult OCONUS Service Locations in Customer's applicable separately-signed services agreement with Dell.

For All Other On-site Response Service Options:

Following completion of remote troubleshooting, diagnosis, and problem determination, a Dell analyst will determine if the Qualified Incident requires an on-site service technician and/or parts to be dispatched or if the issue can be resolved remotely.

Non Field Servicable Units:

Rapid Return for Repair Service after Telephone–Based Troubleshooting (3-5 Business Day Rapid Return-For-Repair Service). If, after remote diagnosis and troubleshooting, Dell determines that Customer's Supported

---

5 Call dispatch time may vary by location, please check www.dell.com/prosupport/regionalcontacts, for local time call must be received by Dell Expert Center.

Product requires Mail-In Service (3-5 Business Day Return-For-Repair Service), then packaging, shipping instructions, and a pre-paid shipping waybill will ordinarily be dispatched to Customer's site, usually in 1 or 2 business days following telephone-based troubleshooting. Dell will use next-business-day delivery when shipping the packaging, shipping instructions, and a pre-paid shipping waybill to Customer. Customer must immediately package the Supported Product and either mail or schedule carrier pickup on the same day, or the next available day to maintain Customer's entitlement to Dell's 3-5 business day repair service response time, and any delay by Customer in packaging and returning or arranging for return of the Supported Product will result in delayed response times.

Upon repair or replacement of the Product, Dell will deliver the Supported Product to the carrier for return shipping to Customer using next business day delivery. Once Dell has delivered the Supported Product to carrier for return shipping to Customer using next business day delivery, any failure to meet Dell's 3-5 business day return obligation will be satisfied. If non-Dell options added to Customer's Supported Product are found to be the cause of the reported problem, a service charge may be applied and repair and return times may be delayed. Dell reserves the right to send Customer a whole replacement for the Supported Product or a replacement for portions of the Supported Product rather than repairing and returning the Supported Product that Customer sent for repair. Customer is obligated to pay at the then-current standard Dell price for any service parts removed from Customer's Supported Product and not properly returned to Dell by Customer. Failure to timely pay for service parts not properly returned to Dell by Customer may result in suspension of Customer's service under this Agreement in accordance with Section 2(e) of this Agreement. In the event that customer's Supported Product is located in an area not currently serviced by next business day shipping from a major common carrier, Dell's normal 3-5 business day repair service will be delayed.

Service Response Levels:

Service Response Level	Additional Options (if applicable)	Details
Return for Repair Service Options	Mail-in Service (MIS)	Mail-in Service is initiated by calling Dell technical support as outlined above. During diagnosis, the Dell Technician will determine if the issue requires that the Supported Product be sent to a Dell-designated repair center to support a Qualified Incident. Typical cycle time, including shipping to and from the repair center, is 10 business days from the date Customer ships the Support Product to Dell.
	Carry-In Service (CIS)	Carry-In Service is a "drop-off" service initiated by calling Dell technical support as outlined above. During the telephone-based troubleshooting process, the Dell Technician will diagnose whether a hardware fault is the issue: If so, then the Customer will be asked to deliver the Supported Product to a Dell-designated repair center or shipping location (at the Customer's cost). Standard service hours are local business hours, available 5 days per week, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer's Order Form. Once the Supported Product has been repaired, Dell will contact Customer to make arrangements to retrieve it. Repair service level agreements may vary by country and city.
	Partner Led Carry-In Service (CIS)[6] (available in certain emerging markets in Europe, the Middle East and Africa)	Carry-In Service is a "drop-off" service initiated by either calling or bringing the Supported Product to a Dell-designated repair centre or shipping location (at the Customer's cost). Standard service hours are local business hours, available 5 days per week, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer's Order Form. Once the Supported Product has been repaired, The Dell Authorized Service Provider will contact Customer to make arrangements to retrieve it. Repair service level agreements may vary by country and city.

[6] Partner Led Carry-In Service (CIS) is performed by Dell Authorized Service Providers.

	Collect and Return Service	Collect and Return Service is initiated by calling Dell technical support as outlined above. If a Qualified Incident in the Supported Product is diagnosed and cannot be resolved through telephone-based troubleshooting with the Dell Technician, a Dell representative will collect your Supported Product and take it to a Dell-designated repair center. This service method includes labor and the repair or replacement of parts in the main system unit, including monitor, keyboard, and mouse, if not ordered separately.
	Partner Led Collect and Return Service (CAR)[7] (available in certain emerging markets in Europe, the Middle East and Africa)	Collect and Return Service is initiated by calling your Dell authorized Service Provider. If a Qualified Incident in the Supported Product is diagnosed and cannot be resolved through telephone-based troubleshooting, your Dell Authorized Service Provider will collect your Supported Product and take it to a Dell-designated repair center. Standard service hours are local business hours, available 5 days per week, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer's Order Form. Once the Supported Product has been repaired, The Dell Authorized Service Provider will contact Customer to make arrangements to return it. This service method includes labor and the repair or replacement of parts in the main system unit, including monitor, keyboard, and mouse, if not ordered separately. Repair service level agreements may vary by country and city.
	Terms and conditions applicable to all Return for Repair Service Options listed above.	Repairs of Qualified Incidents will be performed in accordance to the response time identified on Customer's Order Form. Once the Supported Product has been repaired, it will be returned to the Customer. **Shipping Procedures:** During diagnosis, the Dell Technician will provide instructions on how to return the product to the Dell-designated repair center. The Supported Product must be shipped to the address provided by the Dell Technician and prominently labeled with the "Return Authorization Number". The Return Authorization Number will be provided by the Dell Technician. To expedite repair or replacement, enclose a brief description of the issue in writing. Package the product being returned in its original packaging. If the original packaging is not available, the Dell Technician may assist by providing packaging; however a fee may apply for this service. **Shipping Precautions:** Customer should not send manuals, confidential, proprietary or personal information, or removable media such as floppy disks, DVDs, PC Cards, etc. Dell is not responsible for lost or corrupted data, damaged or lost media, or Customer's confidential, proprietary or personal information.
Parts-Only Service	N/A	For Customers with Parts-Only Service, Dell will enable Customer to request replacement parts to support a Qualified Incident(s). Dell may provide whole unit exchanges rather than the exchange of individual parts, in which case Dell includes a prepaid shipping container with each replacement part for Customer to use to return the original defective part to Dell. Parts-Only Service includes limited telephone support to qualify and create a dispatch only – the telephone support does not include telephone-based trouble-shooting or other types of remote assistance.

[7] Partner Led Collect and Return Service (CAR) is performed by Dell Authorized Service Providers.

Next Business Day Onsite Services	N/A	For Customers with Next Business Day Onsite Service, during the telephone-based troubleshooting, the Dell Technician will determine if an on-site service technician must be dispatched to support a Qualified Incident. For Next Business Day Onsite Service, a technician will typically arrive on-site the next business day. There are specific restrictions and terms to this service: • Technicians are available Monday-Friday from 8:00 am to 6:00 pm local time, excluding local holidays. • Generally, calls received by Dell before 5:00 pm local time qualify for next-business day service, however, regional differences apply. Please contact a Dell Technician to determine the deadline for your location. • In the event that additional parts/resources are required once the on-site technician is at the Customer's site, work may be temporarily suspended until the additional parts/resources arrive. **Missed Service Visit:** If the Customer or Customer's authorized representative is not at the location when the on-site service technician arrives, the technician cannot complete the required service. When possible, the on-site service technicians will leave a card to let the Customer know that they were there. If this occurs, the Customer may incur an additional charge for a follow-up service call.
Advanced Exchange Service	N/A	For Customers with Advanced Exchange Service, Dell may ship a replacement product to the Customer's business location to support a Qualified Incident. The replacement product will be shipped via ground shipping. In some instances, at Dell's discretion, an on-site service technician may also be dispatched to replace/ install the replacement product. Upon receipt of the replacement product, Customer must return the defective Supported Product to Dell by taking the defective Supported System to the designated return carrier location within 3 business days. Should the Customer fail to return the defective item, a fee may be charged.

Service Parts

Regardless of the service response level purchased, some component parts are specifically designed for easy Customer removal and replacement: such parts are designated as Customer Self Replaceable ("**CSR**"). If during the diagnosis, the Dell analyst determines that a Qualified Incident can be resolved with a CSR-designated part, Dell will ship the CSR-designated part directly to the Customer. CSR parts fall into two categories:

- **Optional CSR Parts** – These parts are designed to be replaced by the Customer. Depending on the type of service that was purchased with the Supported Product, Dell may provide an on-site technician to replace the parts. Contact a technical support analyst for more details regarding which Optional CSR parts and which service response levels qualify for on-site installation at no additional fee.

- **Mandatory CSR Parts** – Dell does not automatically provide an on-site technician for the installation of Mandatory CSR parts. Contact a technical support analyst for more details regarding which Mandatory CSR parts and which service response levels qualify for on-site installation at no additional fee.

The freight method used to ship the CSR part is based on the level of service purchased by the Customer

- Service parts for customers with "Next Business Day" or Advanced Exhange response times will be shipped via a next-business day freight method, unless otherwise noted by the technician.

- Service parts for customers with "Return for Repair" service options will be shipped via ground freight service.

Once a Dell analyst has determined whether it is necessary to replace a part or return the system, you will be informed of the next steps to take. Depending on the service level that was purchased, the following On-site or Return for Repair procedures apply.

Collaborative Assistance

If a problem arises with certain third-party products and software commonly utilized in conjunction with Customer's Supported Product, Dell will serve as a single point of contact, as set forth herein, until the problems are isolated and escalated to the third-party product vendor. Specifically, Dell will contact the third-party vendor and create a "problem incident" or "trouble ticket" on behalf of Customer, providing the necessary problem documentation. Once a vendor is engaged, Dell will monitor the problem resolution process and obtain status and resolution plans from the vendor until the vendor resolves the problem by either providing a resolution, steps towards a resolution, workaround, configuration changes, or escalation of a bug report. Upon the Customer's request, Dell will initiate management escalation procedures within Dell and/or the vendor organization.

To be eligible for Collaborative assistance, Customer must have the appropriate active support agreements and entitlement with the respective third-party vendor. Once isolated and reported, the third-party vendor provides technical support and resolution for Customer's problem. DELL WILL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.

View current Collaborative assistance partners at www.Dell.com/CollaborativeSupport. Please note that supported third-party products may change at any time without notice to Customers.

Software Troubleshooting

Dell ProSupport includes Dell OEM software troubleshooting with Collaborative assistance (as set forth above) for select Dell OEM applications, operating systems, and firmware on Supported Products (the "**Covered Software Products**") over the telephone, or by transmission of software and other information through electronic means, or by shipping software and/or other information to Customer. Covered Software Products include pre-installed end-user client applications such as Norton AntiVirus™ software, Microsoft® Office software suite, Intuit® QuickBooks® accounting software, Adobe® Photoshop® software and Adobe Acrobat® software. Certain server applications such as Microsoft Small Business Server solution are also supported. Please contact a Dell technical support analyst for an up-to-date list of Covered Software Products.

Limits on Dell OEM Software Troubleshooting Service. Dell does not warrant that any particular software-related question will be resolved or that the Covered Software Product will produce any particular result. Situations giving rise to Customer's questions must be reproducible on a single system (*i.e.*, one central processing unit with its workstation and other peripherals). Dell may conclude that a software issue is sufficiently complex or that Customer's Supported Product is of a nature that precludes effective analysis of the question through telephone support. Customer understands and accepts that Dell may be unable to resolve questions of this sort, and Customer understands and accepts that Customer is required to make independent arrangements with the publisher of the software at issue for resolution of such questions.

Dell Equallogic Software Updates

Dell ProSupport for select Dell EqualLogic Supported Products, including the Dell EqualLogic PS Series, includes both maintenance software updates and the introduction of new features to firmware and core software such as SAN HQ, Auto Snapshot Manager and the Host Integration Toolkit (for the service period indicated on the invoice).

Patches and Bug Fixes. Dell will periodically release patches and bug fixes to the applicable EqualLogic Enterprise Storage Software for purposes of maintaining operating system compatibility and/or database compatibility; and any error corrections, workarounds and/or patches needed to maintain conformance to the Supported Product's documentation.

New Versions. New versions or releases of the applicable EqualLogic Enterprise Storage Software are generally made available by Dell at no additional charge to licensees for Enterprise Storage Software that is installed on a Supported Product covered by a Dell limited warranty or an annual service or maintenance contract. New Versions generally consist of releases that contain patches and bug fixes, changes that reflect an expansion or extension of existing features, and changes that include substantial new features, functions, or capabilities.

Dell | EMC Core Software Updates

Dell ProSupport includes the following software updates for core Dell | EMC software such as Navisphere® Manager, Navisphere Manager Express (AX series only), Access Logix™ (CX series only), PowerPath®, and SnapView Express (AX series only) (for the service period indicated on the invoice):

Patches and Bug Fixes. Dell will periodically make software patches and minor bug fixes available, which reflect minor changes made by EMC to the applicable Enterprise Storage Software for purposes of maintaining operating system compatibility and/or database compatibility; and any error corrections, workarounds and/or patches needed to maintain conformance to the documentation for the applicable Enterprise Storage Software.

New Versions. All new versions or releases of the applicable Enterprise Storage Software are generally made available by EMC at no additional charge to other licensees for Enterprise Storage Software that is covered by an EMC warranty or under an annual maintenance contract between EMC and the licensee. These generally consist of releases that contain patches and bug fixes, changes that reflect an expansion or extension of existing features, and changes that include substantial new features, functions, or capabilities.

May Require Additional Purchase. Dell | EMC Core Software Updates may require the purchase of a separate Dell On-site Installation or Proactive Maintenance Service as directed by Dell in order to keep the Supported Product(s) eligible for this Service.

Renewal. Customer may be entitled to renew for additional periods and/or purchase additional Dell | EMC Core Software Updates depending on the available options then in effect and in accordance with Dell's then-current rates, terms and conditions by submitting a purchase order to Dell. Dell may change its rates, terms, and conditions for providing support at any time.

Dell ProSupport on Networking Products:

Dell ProSupport, which is available on Dell PowerConnect and Dell Force10 products, may also include remote support in the following areas:[8]

- Power on device and management of Internet Protocol (IP) address to enable the user for self-configuration
- Configuration Problem Assistance which includes explanation of networking features, answering questions
- about functionality, troubleshooting configuration issues, and answer syntax questions
- Best Practice Recommendations as defined by Industry and Dell published best practice documentation
- Installation and activation of licenses

[8] Support may vary by region

- Troubleshoot and diagnose performance degradation based on prior established documented performance, including dropped packets.
- Performance troubleshooting assistance on single switch issues or where the devices is not performing to a Dell published specification
- Best effort interoperability with non-Dell specific devices
- Dell will periodically release patches and bug fixes to the applicable Software for purposes of maintaining operating system compatibility; and any error corrections, workarounds and/or patches needed to maintain conformance to the Supported Product's documentation.
- New versions or releases of the applicable Software are generally made available by Dell at no additional charge to licensees for Software that is installed on a Supported Product covered by a Dell annual support or maintenance contract. New Versions generally consist of releases that contain patches and bug fixes, changes that reflect an expansion or extension of existing features, and changes that include substantial new features, functions or capabilities.

Multivendor Support

Dell is pleased to provide Dell ProSupport for Multivendor (the "**Multivendor Service(s)**") for select non-Dell assets ("**Multivendor Supported Product(s)**" as defined below) in accordance with this Service Description. This Service provides technical support options (telephone), service parts, and labor services to maintain systems in a good operating condition during the term of service purchased ("**Multivendor Qualified Incidents**"). The coverage period for each device is included on Customer's purchase agreement or invoice associated with the purchase of this Service.

These Multivendor Services are available for Multivendor Supported Products on a per-device basis as determined by Dell.

Multivendor Service Level Options:

Multivendor Services for Multivendor Supported Products with or without OEM warranty are available during the coverage period set forth in the services term purchased for each device. The applicable service response level is identified on Customer's purchase agreement or invoice for the Multivendor Supported Product. Multivendor Services may include:

- 24x7 Telephone
- On-site Service Options (Next Business Day On-site Support **or** 24x7 - 4 Hour On-site Support)
- Direct telephone access twenty-four (24) hours each day, seven (7) days each week (including holidays) to Dell's global expert center staffed by senior-level analysts for troubleshooting assistance of hardware and software issues.
- On-site dispatch of technician and/or service parts to Customer's business location (as necessary and according to level of service purchased) for repairs and resolution necessary to bring a Supported Product to good operating condition.
- Remote troubleshooting assistance for common support issues, when available and with Customer's consent, in which Dell technicians connect directly to your system over a secure internet connection to expedite troubleshooting.
- Case management to help track resolution and escalation of Qualified Incidents.

- Escalation management to provide a single point of contact for incident management, escalation, and status of incidents within the scope of this Service.

Multivendor Supported Products: This Multivendor Service is available on select non-Dell systems which are in a standard configuration. The Multivendor Supported Product covered under this Service Description is identified on Customer's Dell invoice; however, Software & Peripheral products are **not** covered by this Service Description. A separate service contract must be purchased by Customer for each Multivendor Supported Product (for instance, the printer attached to an entitled system is NOT covered unless the printer has a separate support contract of its own). Each Multivendor Supported Product will be designated by its OEM serial number or another designated serial number (the "**Multivendor Service Tag**"). Additional products may be covered by this Service Description or added to the Multivendor Supported Products list depending on region, location, or language. Please contact your Dell sales representative for more detailed information on Multivendor Supported Products for this Service.

Additional Information:

- Dell will not assume the Multivendor Supported Product warranty obligations of any manufacturer.
- Dell will not assume the software warranty obligations of any manufacturer or maintain software of any kind pursuant to this Agreement
- Customer is responsible for ensuring that the Multivendor Supported Product is in normal operating condition as of the beginning of the coverage period indicated on Customer's purchase agreement or invoice. Dell reserves the right to conduct an on-site inspection of the Multivendor Supported Product to confirm that it is in normal operating condition and to inventory the configuration and to obtain component serial numbers. Any service necessary to return the Multivendor Supported Product to normal operating condition at the beginning of the coverage period in order to allow such Multivendor Supported Product to become eligible for the Multivendor Service is the responsibility of the Customer.
- **Supported Releases.** Customer must maintain software and Multivendor Supported Product(s) at manufacturer-specified minimum release levels or configurations as specified on the OEM websites. Customer must also ensure installation of remedial replacement parts, patches, software updates, or subsequent releases as directed by the OEM in order to keep the Multivendor Support System(s) eligible for this Multivendor Service.
- **Limitation of Liability.** Notwithstanding a separate signed agreement with Dell, in the event Dell is unable to restore Customer's Multivendor Supported Product in good operating condition Dell's aggregate liability to Customer arising out of, or in connection with this service description shall not exceed the lesser of either a) twelve (12) months fees paid or payable by Customer to Dell under this Service Description or b) a similar whole-unit replacement.

Excluded Services

- Performance or administrative assistance.
- Activities such as installation, de-installation, relocation, preventative maintenance, training assistance, remote administration, or any activities or services not expressly described in this Service Description.
- Supply items, media replacement, operating supplies, cosmetic accessories or parts such as batteries, frames, and cover or support thereon.
- Direct third party product support or collaborative assistance of versions not currently supported by the manufacturer, vendor, or partner.
- Support for equipment damaged by act of nature (such as, but not limited to, lightening, flooding, tornado, earthquakes, and hurricanes), misuse, accident, abuse of Supported Product or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the

Supported Product in a manner inconsistent with its design, removal or alteration of equipment or parts identification labels, or failure caused by a product for which Dell is not responsible.

- Spyware/virus removal.
- Data backup services.
- Advanced wireless, networking or remote installation, set-up, optimization and configuration of applications beyond those described in this Service Description.
- Scripting, programming, database design/implementation, web development or recompiled kernels.
- Repair of damage or defects in supported Products which are purely cosmetic and do not affect device functionality.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than Dell, Dell's Authorized Reseller or Service Provider or by customers utilizing Customer Self Replaceable (CSR) parts.

General Customer Responsibilities

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Products, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell to perform these Services.

Cooperate with Phone Analyst and On-site Technician. Customer will cooperate with and follow the instructions given by any Dell phone analyst or on-site technicians. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the analyst or technician.

On-site Obligations. Where Services require on-site performance, Customer will provide (at no cost to Dell) free, safe and sufficient access to Customer's facilities and the Supported Products, including ample working space, electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Dell), if the system does not already include these items.

Maintain Software and Serviced Releases. Customer will maintain software and Supported Products at Dell-specified minimum release levels or configurations as specified on PowerLink for Dell | EMC Storage or EqualLogic™, or as specified on www.support.dell.com for additional Supported Products. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep the Supported Products eligible for this Service.

Data Backup; Removing Confidential Data. Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. In addition, Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, or PC Cards regardless of whether an on-site technician is also providing assistance. **DELL WILL HAVE NO LIABILITY FOR:**

- **ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;**
- **LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;**
- **DAMAGED OR LOST REMOVABLE MEDIA;**
- **DATA OR VOICE CHARGES INCURRED AS A RESULT OF FAILING TO REMOVE ALL SIM CARDS OR OTHER REMOVABLE MEDIA INSIDE SUPPORTED PRODUCTS THAT ARE RETURNED TO DELL;**
- **THE LOSS OF USE OF A SYSTEM OR NETWORK;**
- **AND/OR FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL OR A THIRD-PARTY SERVICE PROVIDER.**

Dell will not be responsible for the restoration or reinstallation of any programs or data. When returning a Supported Product or part thereof, Customer will only include the Supported Product or part which has been requested by the phone technician.

Third Party Warranties. These Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

Terms & Conditions

This Service Description is entered between you, the customer ("you" or "Customer"), and the Dell entity identified on your invoice for the purchase of this Service. This Service is provided subject to and governed by Customer's separate signed master services agreement with Dell that explicitly authorizes the sale of this Service. In the absence of such agreement, depending on Customer's location, this Service is provided subject to and governed by either Dell's Commercial Terms of Sale or Dell's standard Customer Master Services Agreement (as applicable, the "Agreement"). To the extent that any terms of this Service Description conflict with any terms of the Agreement, the terms of this Service Description will prevail, but only to the extent of the specific conflict, and will not be read or deemed to replace any other terms in the Agreement which are not specifically contradicted by this Service Description.

Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms. Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at www.dell.com/servicedescriptions/global.

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the "I Agree" button or box or similar on the Dell.com website in connection with your purchase or within a Dell software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.

Customer Location	Terms & Conditions Applicable to Your Purchase of Dell Services	
	Customers Purchasing Dell Services Directly From Dell	Customers Purchasing Dell Services Through an Authorized Dell Reseller
United States	www.dell.com/CTS	www.dell.com/CTS
Canada	www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian)	www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian)
Latin America & Caribbean Countries	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global.*	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global.*
Asia-Pacific-Japan	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global.*	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other

		contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Europe, Middle East, & Africa	Local www.dell.com country-specific website or www.dell.com/servicedescriptions/global.* In addition, customers located in France, Germany and the UK can select the applicable URL below: France: www.dell.fr/ConditionsGeneralesdeVente Germany: www.dell.de/Geschaeftsbedingungen UK: www.dell.co.uk/terms	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to "Customer" in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.

* Customers may access their local www.dell.com website by simply accessing www.dell.com from a computer connected to the Internet within their locality or by choosing among the options at Dell's "Choose a Region/Country" website available at http://www.dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen.

Additional Terms & Conditions Applicable to Support & Warranty-Related Services

1. Supported Products

This Service is available on supported products which includes select Dell OptiPlex™, Latitude™, XPS™, Alienware™ Inspiron™, Precision™, Vostro™, PowerEdge™, PowerEdge SC™, PowerVault™, PowerConnect™, Dell EqualLogic™, Dell | EMC Storage Systems™, and Dell printers, monitors and smartphones which are purchased in a standard configuration ("**Supported Products**"). Supported Products are added regularly, so please contact your sales representative for the most up-to-date list of Services that are available on your Dell or non-Dell products. Each Supported Product is tagged with a serial number (the "**Service Tag**"). A separate service agreement must be purchased by Customer for each Supported Product. For example, a printer purchased with a laptop system is not covered by the laptop system's service contract; the printer and the laptop will each need their own service contract. Please refer to the Service Tag on your Supported Product when contacting Dell for this Service.

2. Support Services

A. Limited Hardware Warranty; Hardware Coverage Limitations. Support-related services may include technical support options (telephone, Internet, etc.) and service parts and related labor services to repair or replace defect(s) in workmanship pursuant to and occurring within the limited warranty period applicable to Customer's Supported Product(s) (a "**Qualified Incident**"). Dell's Limited Hardware Warranty is available for review at www.Dell.com/Warranty or posted outside of the United States at your regional Dell.com website.*

Hardware coverage limitations may apply and service offerings may be available to extend these hardware limitations for an additional fee. Please see www.Dell.com/Warranty or your regional Dell.com website for warranty information or contact a Dell technical support analyst for more details.

B. Whole Unit Replacement; Failure to Return. If Dell determines that a component of the defective Supported Product is one that is easily disconnected and reconnected (such as a keyboard or monitor), or if the analyst determines that the Supported Product is one that should be replaced as a whole unit, Dell reserves the right to send Customer a whole replacement unit. If Dell delivers a replacement unit to Customer, Customer must relinquish the defective system or component thereof to Dell, unless Customer has purchased "Keep Your Hard Drive" for the affected system, in which case Customer may retain the respective hard drive(s). If Customer does not relinquish the defective system or component to Dell as required above, or if the defective unit is not returned within ten (10) days in accordance with written instructions provided with the replacement unit (in the event the replacement unit was not delivered in person by a Dell technician), Customer agrees to pay Dell for the replacement unit upon receipt of invoice. If Customer fails to pay such invoice within ten (10) days after receipt, in addition to any other legal rights and remedies available to Dell, Dell may terminate this Service Description upon notice.

C. Parts Stocked; Mission Critical Parts. Dell currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to Customer's site. If a part that is needed to repair the Supported Product is not available from a Dell facility near Customer's location and must be transferred from another facility, it will be shipped using overnight delivery. 2-Hour and 4-Hour parts locations stock mission critical parts of Supported Products, as determined by Dell. A mission critical part is one which upon failure may prevent the Supported Product from performing its basic functions. Parts deemed non-critical include, but are not limited to: software, floppy drives, media drives, modems, speakers, sound cards, zip drives, monitors, keyboards, and mice. In order to receive 2-Hour or 4-Hour parts, Customer must have purchased a corresponding service contract that supports mission critical parts delivery and the Supported Product must be located within the supported coverage area, as determined by Dell.

D. Service Parts Ownership. All Dell service parts removed from the Supported Product and returned to Dell become the property of Dell. Customer must pay Dell at the then-current retail price for any service part removed from the Supported Product which are retained by Customer (except for hard drives from Supported Products covered by "Keep Your Hard Drive" service) if Customer has received replacement parts from Dell. Dell uses and Customer expressly authorizes the use of new and reconditioned parts made by various manufacturers in performing warranty repairs.

3. Term of Service. This Service Description commences on the date listed on your Order Form and continues through the term ("**Term**") indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer's Order Form. Unless otherwise agreed in writing between Dell and Customer, purchases of Services under this Service Description must be solely for Customer's own internal use and not for resale or service bureau purposes.

4. Important Additional Information

A. Rescheduling. Once this Service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the scheduled date. If Customer reschedules this service within 7 days or less prior to the scheduled date, there will be a rescheduling fee not to exceed 25% of the price for the Services. Any rescheduling of the Service will be confirmed by Customer at least 8 days prior to commencement of the Service.

B. Commercially Reasonable Limits to Scope of Service. Dell may refuse to provide Service if, in its opinion, providing the Service creates an unreasonable risk to Dell or Dell's Service providers or if any requested service is beyond the scope of Service. Dell is not liable for any failure or delay in performance due to any cause beyond its control, including Customer's failure to comply with its obligations under this Service Description. Service extends only to uses for which the Supported Product was designed.

C. Optional Services. Optional services (including point-of-need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Service Description.

D. Assignment. Dell may assign this Service and/or Service Description to qualified third party service providers.

E. Cancellation. Dell may cancel this Service at any time during the Term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or on-site technician; or
- Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If Dell cancels this Service, Dell will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may not by varied by agreement. If Dell cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell.

F. Geographic Limitations and Relocation. This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. Service options, including service levels, technical support hours, and on-site response times will vary by geography and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell's obligation to supply the Services to relocated Supported Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Supported Products at Dell's then-current time and materials consulting rates.

G. Transfer of Service. Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then-current Term, provided Customer is the original purchaser of the Supported Product and this Service or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures available at www.support.dell.com. A transfer fee may apply. Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which this Service is not available (or is not available at the same price), Customer or Customer's transferee may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer or Customer's transferee chooses not to pay such additional

charge, the Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.

© 2013 Dell Inc. All rights reserved. Trademarks and trade names may be used in this document to refer to either the entities claiming the marks and names or their products. Specifications are correct at date of publication but are subject to availability or change without notice at any time. Dell and its affiliates cannot be responsible for errors or omissions in typography or photography. Dell's terms and conditions of sale apply and can be located using the chart on the following page. A printed hardcopy of Dell's terms and conditions of sale is also available upon request.

AGENDA ITEM #11.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 09/10/2013	2. Contract Type: (Expense) Revenue Other		3. Renewal Contract: Yes (No)
4. Department Name: Information Technology		5. Department Contact: JJ Allen	
6. Description:	Brocade switches for EMF datacenter.		
7. IFAS PEID No: 701478	8. IFAS Req No: CR310258	9. Orgkey: 1101159100	10. Object Code: 5746010
11. Vendor: CDW		12. Vendor Contract No:	
13. Requested Legal Review: (Yes) / (No) (Explain if No)	No, standard terms and conditions.		

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
Capitalized Furn, Fix & Equip	5746010	$180,300.00	$25,214.34				
22. Totals:		$180,300.00	$25,214.34	-	-	-	-

To Be Completed By Purchasing Department

* Contract Start Date:	Auto Renewal Contract: Yes (No)	Bid No: N/A
Contract End Date:	Contract # Issued By Purchasing: CM13335	

*Contract will start upon installation (1 yr Maintenance) $2944.30 DTG

** per FA Manager Maintenance should NOT be paid out of 57 CAP. Purchase account. DTG

Approved By:	Signature	Date
Department Head:	Shelle Pitt	9/10/13
Purchasing Agent:	[illegible]	9-11-2013
County Legal:	[illegible]	09/11/2013
Contract listed in Budget Documentation: YES (NO)		
County Budget Office:	[illegible]	9/11/2013
Budget Available and Funds are/will be Available: (YES) NO		
County County Auditor:	[illegible]	9/11/13

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 23-Aug-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 27-Aug-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
2	EA	BROCADE SWITCH- BROCADE 6510 24P 8GB SWL	11 020.70	22,041.40			
		SFPSBR AC NON-PORT SIDE EXHAUST AIR; PART					
		NUMBER: BR-6510-24-8G-F					
2	EA	SUPPORT- 4HR ONSITE SUPPORT BR-6510; PART	1,472.15	2,944.30			
		NUMBER: 6510-SVS-4OS-1					
2	EA	RACK MOUNT- FRU 6510 FIXED RACK MOUNT	114.32	228.64			
		KIT; PART NUMBER: XBR-R000291					
		TOTAL		25,214.34			
		REQUESTED BY: CLAUDIA PEREZ					
		CALL NUMBER: 61554					
		FOR: BROCADE SWITCHES FOR EMF DATACENTER					

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 : 11011591005746010

CR#CR310258

Suggested Vendor : ~~BIDCON~~ CDW

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from Vendor Number : 10478

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 _____

PURCHASING AGENT

Galveston County

INFORMATION TECHNOLOGY

5WH BROCADE 6510 SWITCH

Who: Infrastructure Support

What: 2 - Brocade Switch 6510

Where: EMF Datacenter

When: August 29, 2013

Why: Brocade switches is what allows out systems to connect to our Storage Area Network. Our current switches are at end of life. As they perform critical functions, it is imperative for our switches to be able to keep up with our current technology and also to be covered under support in order to avoid interruption to county business.

How: Acquire 2 Brocade switches from authorized vendor.

Estimated costs:

Estimated total $29,000 (see initial quotes)

Charge to: _____5746010_____

Submitted by: **Claudia Perez** **Date:** **8-22-2013**

Approved by: _____ **Date:** _____

IT Director / Assistant IT Director

infra enterprise

Galveston County Information Technology

Call Report - Call Number 61554

Call Details as at 4:09:46 PM, 8/22/2013

Call Details

Type:	Request		
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:**	Courthouse Main
Outage Created:	N	**Logged By:**	Perez, Claudia
Call Priority:	Low	**Current Officer:**	Michaels, Lauren
Call State:	Open	**Current Group:**	Administration
Call Status:	Undefined	**Forward to Officer:**	
Call Physical Status:	In Progress	**Forward to Group:**	

Call Description: Request to purchase two Brocade switches (6510) for our EMF datacenter. See documentation attached

Call Dates, Times and Expenses

Logged:	8/22/2013 12:13:15 PM	**Time Solving:**	0 hrs 30 mins	**Total Expenses:**	$0.00
Last Action:	8/22/2013 4:08:53 PM	**Downtime:**	3 hrs 56 mins		

Objects

Object Name	Upload/Update Date	Description	Security Profile
5WH Brocades_EMF.docx	8/22/2013 12:15:53 PM	5WH	Unspecified
Presidio_quote.pdf	8/22/2013 12:16:35 PM	Initial quote-presidio	Unspecified
Galveston_082113_Brocade_6510_EMF (2).pdf	8/22/2013 12:16:48 PM	initial quote_UDI	Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
8/22/2013 12:13:15 PM	Perez, Claudia	Y	Unspecified	[Object 5WH Brocades_EMF.docx Uploaded] 5WH
8/22/2013 12:13:15 PM	Perez, Claudia	Y	Unspecified	[Object Presidio_quote.pdf Uploaded] Initial quote-presidio
8/22/2013 12:13:15 PM	Perez, Claudia	Y	Unspecified	[Object Galveston_082113_Brocade_6510_EMF (2).pdf Uploaded] initial quote_UDI
8/22/2013 12:13:15 PM	Perez, Claudia	N	Unspecified	[Call Updated]
8/22/2013 12:17:04 PM	Perez, Claudia	N	Unspecified	[Call Forward Internally to Group (Administration)]
8/22/2013 3:50:01 PM	Allen, JJ	N	Unspecified	[Open Forwarded Call by Allen, JJ]
8/22/2013 3:50:01 PM	Allen, JJ	N	Unspecified	[Call Forward Internally to Michaels, Lauren (Administration)]
8/22/2013 4:08:53 PM	Michaels, Lauren	N	Unspecified	[Open Forwarded Call by Michaels, Lauren]

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DRDD532	3269894	8/29/2013

BILL TO:
GALVESTON COUNTY AUDITORS
OFFICE
PO BOX 1418

Accounts Payable
GALVESTON , TX 77553-1418

Customer Phone #

SHIP TO:
GALVESTON COUNTY AUDITORS
OFFICE
722 21ST ST
2ND FL

GALVESTON , TX 77550-2317
Contact: ERIN QUIROGA 409.766.2220

Customer P.O. # CR310258 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
CHRIS FUCHS 866.339.4117	DROP SHIP-GROUND	Net 30 Days-Govt State/Local	GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2	2471220	BROCADE 6510 24P 8GB SWL SFP BR AC Mfg#: BR-6510-24-8GF Contract: MARKET	11,020.70	22,041.40
2	2466416	BROCADE 1YR 4HR ONSITE SUP F/BR-6510 Mfg#: 6510-SVS-4OS-1 Contract: MARKET	1,472.15	2,944.30
2	2546942	BROCADE 6510 FRU FIXED RACK MNT KIT Mfg#: XBR-R000291 Contract: MARKET	114.32	228.64
		SUBTOTAL		25,214.34
		FREIGHT		0.00
		TAX		0.00

SPECIAL INSTRUCTIONS
Contract date will start upon installation.

US Currency
TOTAL 25,214.34

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.8262

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdw.com/content/terms-conditions/product-sales.asp
For more information, contact a CDW account manager.

Terms and Conditions of Sales and Service Projects

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING THE CDW AFFILIATE IDENTIFED ON THE INVOICE, STATEMENT OF WORK OR OTHER CDW DOCUMENTATION ("SELLER") TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS OR SERVICES AND RESULTS THEREOF POSTED ON ANY SELLER WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN SELLER AND CUSTOMER.

Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shopping on any Seller Website or Mobile Application (each, a "Site") or otherwise requesting products (the "Products") or engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on a Site at the time Customer places an order or signs a Statement of Work will govern the order in question, unless otherwise agreed in writing by Seller and Customer.

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting Seller. In addition, Internet connectivity requires access services from an Internet access provider. Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services (each, a "Statement of Work"). This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

Governing Law

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

Title; Risk of Loss

If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer.

Services

Customers may order services (collectively, "Services") from or through Seller from time to time. Certain Services may be provided by third parties, including, but not limited to, extended warranty service by manufacturers, and are sold by Seller as distributor or sales agent ("Third Party Services").

In the case of Third Party Services, Customer shall consider the third party to be the contracting party and the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer and Customer's Affiliates (defined below) hereby release Seller and Seller's Affiliates (defined below) from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Seller will be collected solely in the capacity as an independent sales agent. "Affiliate" means, with respect to a party, an entity that controls, is controlled by, or is under common control with such party.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. Seller, or any of its Affiliates on behalf of Seller, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, these Terms and Conditions will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

Cooperation

In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing: (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller which are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Seller to provide the Services. "Required Consents" means consents or approvals required to give Seller, its Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with Seller.

Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

Access

Seller may perform the Services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises and to indemnify and hold Seller and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct.

Payment

Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will indemnify and hold Seller and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, the

Products or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received. Customer hereby grants to Seller a security interest in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest. Except as otherwise specified on an applicable Statement of Work, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the Services, including, but not limited to, travel and living expenses.

Export Sales

If this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time but currently includes Cuba, Iran, Sudan, and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

Warranties

Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from Seller or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that no employee of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Customer agrees to indemnify Seller in connection with any such use of the Products. Customer further agrees to review and comply with the manufacture's disclaimers and restrictions regarding the use of the Products in high risk environments.

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due

to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

Pricing Information; Availability Disclaimer

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

Credits

Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) $50,000.00.

Limited License

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that Sellers may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). Customer agrees that its right to use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

Confidential Information

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

Return Privileges

CDW allows Customer returns based on the policies of the original product manufacturer. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded. For additional information see CDW's full Product Return Policy at the following link: Return Policy. Customers should contact CDW Customer Relations at 866.SVC.4CDW or e-mail at Customer Relations to initiate a return or for additional information. Customers must notify CDW Customer Relations of any damaged Products within fifteen (15) days of receipt.

Termination

Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of termination plus any termination fee if one is set forth in the applicable Statement of Work. In such event Customer will also pay Seller for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

Provisions Related to Custom Imaging

If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an Installation Indemnity Agreement, a form of which is provided at If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an Installation Indemnity Agreement, a form of which is provided at http://www.cdw.com/forms/indemnity/app.asp

Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. **Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim.** Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinois. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. **Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.**

Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

Version Date: 2013-04-05

Legal

Terms and Conditions of Sale
Website Use Terms and Conditions

Terms and Conditions of Sale

THIS SALES AGREEMENT ("AGREEMENT") IS AN OFFER BY BROCADE COMMUNICATIONS SYSTEMS, INC., ITS SUBSIDIARIES, OR ITS AFFILIATES ("BROCADE") FOR CUSTOMER ("CUSTOMER") TO ENTER INTO A CONTRACT WITH BROCADE FOR BROCADE OFFERINGS (DEFINED BELOW) AS SET FORTH IN THE QUOTATION TO WHICH THESE TERMS AND CONDITIONS APPLY. CUSTOMER MAY ONLY ENTER INTO A CONTRACT WITH BROCADE BY ACCEPTING THIS OFFER. CUSTOMER'S ACCEPTANCE IS EFFECTIVE UPON ISSUANCE OF A PURCHASE ORDER IN CONNECTION WITH THE APPLICABLE BROCADE QUOTATION.

THIS OFFER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS EXPRESSLY SET FORTH IN THIS OFFER. BROCADE EXPRESSLY REJECTS ANY TERM OR TERMS THAT MAY HAVE BEEN DISCUSSED OR PROPOSED IN PRIOR NEGOTIATIONS OR COMMUNICATIONS. CUSTOMER MAY ONLY ACCEPT THIS OFFER AND ENTER INTO A CONTRACT BY AGREEING TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

CUSTOMER MAY NOT ACCEPT THIS OFFER IN A MANNER THAT PROPOSES ANY ADDITIONAL OR DIFFERENT TERMS. IN THE EVENT THAT A COURT DETERMINES THAT CUSTOMER ACCEPTED THIS OFFER IN A MANNER THAT PROPOSES ADDITIONAL OR DIFFERENT TERMS, BROCADE HEREBY PROVIDES NOTICE OF OBJECTION TO ANY ADDITIONAL OR DIFFERENT TERMS. ANY TERMS THAT ARE ADDITIONAL OR DIFFERENT FROM THOSE CONTAINED IN THIS AGREEMENT MAY ONLY BECOME PART OF A CONTRACT BY WAY OF A SEPARATE WRITING, SIGNED BY BOTH PARTIES.

1. Scope of Agreement.

Brocade Offerings. Customer may from time to time wish to purchase certain Products, Professional Services or Support from Brocade as defined herein (collectively referred to as the "Brocade Offerings" or "Brocade Offer"):

a) "Hardware" includes any Brocade hardware products which may be new, equivalent-to-new or reconditioned, and any related documentation and manuals.

b) "Software" includes any software licensed by Brocade to Customer in any form, including but not limited to, any bundled firmware, or standalone software products, or other software, any backup copies of such software, and any related documentation and manuals; and any Upgrades (as defined in Section 4.2) or modified versions of software.

c) "Professional Services" includes those product implementation, configuration and other services of a similar nature that Brocade provides to its customers generally, including assistance in areas of Brocade technology management.

d) "Products" includes Hardware, Software or any combination thereof in whole or in part offered by Brocade under this Agreement.

e) "Support" includes maintenance and/or support services for the chosen Products.

2. Consideration.

2.1 Prices and Payment Terms. Terms of payment are within Brocade's sole discretion. Brocade is not responsible for pricing, typographical or other errors and reserves the right to cancel any orders arising from such errors. Unless otherwise provided in Brocade's quotation or proposal, charges due are billable as follows: (i) charges for Products are billable upon shipment by Brocade, (ii) charges for Professional Services are billable as set forth in the applicable Brocade quotation or proposal, (iii) charges for Support are billable in advance; and (iv) all other charges are billable as the work is performed or costs are incurred. Customer will pay any reasonable out-of-pocket travel costs and expenses, if applicable, including without limitation amounts for airline, automotive, meals, hotel, and related expenses for Professional Services. Customer shall pay amounts due and payable to Brocade within thirty (30) days of the date of the invoice. Payment shall be made to the applicable Brocade entity named on the order. Unless otherwise specified in the applicable Brocade quotation or proposal, all payments are to be made in United States Dollars. In addition to any other remedy available to Brocade for late payment, Customer shall pay Brocade interest on any amount not paid when due at the rate of one and one half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less, for each month, or partial month, calculated from the payment due date.

2.2 Taxes. Except for taxes based on or measured by Brocade's net income, Customer will be responsible to pay, or reimburse Brocade for its payment of, all customs charges, duties, and sales, use, gross receipts, value added, goods and services or other taxes or fees imposed under or by any governmental authority, whether levied against Brocade or Customer, and associated with the sale of the Products or Services, their installation or use. If Customer claims an exemption from its obligation to pay any such taxes, it shall be Customer's responsibility to provide Brocade with an appropriate tax exemption certificate. All payments shall be made free and clear without deduction for all present and future taxes imposed by any taxing authority. In the event that Customer is prohibited by law from making any payment unless such deductions are made or withheld, Customer shall pay Brocade additional amounts as are necessary to ensure the net amounts received by Brocade, after deduction or withholding, equal the amounts that would have been received if the deduction or withholding had not occurred. Customer shall promptly furnish Brocade with a copy of an official tax receipt or other appropriate evidence of any tax imposed on payments made under this Agreement, including but not limited to taxes on any additional amounts paid. Customer and Brocade agree to cooperate to minimize any applicable taxes, including reasonable notice and cooperation in the case of any audit. This clause shall survive the termination of the Agreement.

3. Software Specific Terms.

3.1 License Grant. Software is subject to the separate software license agreements accompanying the software and/or Brocade Offer, along with any product guides, operating manuals, or other documentation included with the software media packaging or presented to Customer during the installation or use of the Software. Customer agrees that

Customer will be bound by such license agreement; if no such license agreement exists then subject to the terms and conditions of this Agreement and payment of the applicable license fees (if any). Brocade and its suppliers grant to Customer a non-exclusive, non-transferable license to use the applicable Software in object code form with the Brocade Offer solely for internal purposes and solely for the purposes set forth in the Product documentation.

3.2 Additional Software Terms. Any and all Software delivered hereunder is licensed, not sold. Except as otherwise expressly provided in this Agreement, Customer shall have no right and agrees not to permit third parties to: (i) modify, adapt, change, enhance or create derivative works based upon the Software; (ii) copy, or otherwise reproduce the Software in whole or in part; (iii) decompile, translate, reverse engineer, disassemble or otherwise reduce the Software to human-readable form; (iv) use the Software on any appliances/Hardware in excess of the number of appliances/Hardware for which it is licensed; (v) remove, modify or otherwise tamper with any notice or legend on any labeling on any physical media containing the Software; or (vi) use the Software for providing service bureau or other related services to third parties. Customer's rights in the Software will be limited to those expressly granted herein, and Customer shall have no right to sublicense the Software. Before decompiling the Software for the purposes of obtaining the interface information, Customer will request Brocade to provide it with this information. Brocade will charge Customer for its corresponding services at the applicable hourly rates. Brocade shall have the right to audit compliance with this Section 3 upon reasonable notice to the Customer.

3.3 Open Source Software. Certain components of the Software, including software designed to interoperate with the Software, may incorporate or be based on "open source" software. Such Software is subject to the applicable open source license (e.g., GNU General Public License) and is not subject to this Agreement. To obtain a copy of the source code and applicable licensing terms for the open source software used by Brocade, please see http://www.brocade.com/support/oscd.jsp, as may be amended from time to time. Brocade disclaims any and all liability and warranties with respect to such open source software except as expressly set forth in the documentation accompanying the software.

4. Support Obligations.

4.1 General Support Obligations.

a) Technical Support. Provided that Customer has paid the applicable Support fees and subject to the terms and conditions set forth herein, Brocade will provide remedial telephone, email, online and/or onsite assistance for the Products listed on a Brocade Support quotation ("Covered Hardware" and "Covered Software", respectively or "Covered Product(s)" collectively) based on the applicable Support plan selected by Customer. Whenever Customer reports an issue to Brocade related to the Covered Products ("Service Request"), the Customer will classify the Service Request according to the "Severity Level" descriptions located in the Support Plan Policies document located on Brocade's website, as may be updated from time to time in Brocade's discretion. Additional charges may apply if Customer contacts Brocade when it is later determined that the cause was not related to the Covered Products. Brocade will not support any customizations or unique implementations of the Software under its general Support obligations, and any such assistance will be provided on a time and material basis.

b) Support Term and Renewal. The initial term applicable to each Support quotation will begin (i) in the case of newly acquired Products, on the date of shipment; or (ii) in the case of previously shipped Products, on the effective date specified on the applicable quotation, and such services shall continue through the term stated on the quotation. Thereafter, such Support will only be renewed based on Brocade's renewal quotation to Customer and receipt of Customer's corresponding purchase order. For each renewal term, Brocade may, upon thirty (30) days prior written notice before the end of any Support term, increase the yearly fees for Support, provided that such increase will not exceed the lesser of (i) Brocade's then current commercial list price, or (ii) five percent (5%) over the prior year's Support fees. To the extent that the Support has been modified (e.g., service level, duration, product mix/quantity), the renewal fees will be at Brocade's then current price list. Notwithstanding the foregoing, should Brocade announce "Last Customer Ship" (defined below) on a Product being maintained for Customer, Brocade may, at the beginning of the next Support renewal term and each year thereafter, increase the Support fee for such Product to its then current commercial Support list price.

"End of Life" is Brocade's structured lifecycle management program for Products, including (i) "End of Sale", defined as the last date a Product is sold commercially; (ii) "Last Customer Ship" defined as the last date a Product is shipped to a commercial customer after its End of Sale date; and (iii) "End of Support" is defined as the last date a Product is supported after its End of Sale date.

c) Covered Products. Provided that Customer has paid the applicable fees, Brocade will provide Support for the Covered Products, as described in a Brocade quotation. Any changes to the Covered Products should be reported to Brocade prior to making any such changes, and such changes could result in modifications to Brocade's obligations and the applicable Support fees. Customer is responsible for activating the Support plan for all Covered Products, including changes made to the Covered Product list, via Brocade's website under "Support".

d) Recertification of Products. Customer may request Support on Products previously supported by another party or for which Support services have lapsed. Brocade may require that such Product be recertified for a fee. Upon receipt and acceptance of a purchase order, Brocade will commence Support in accordance with the start date on the quotation and will schedule the recertification activity. Should a request for remedial Support be received prior to the completion of the recertification, such service may be delayed (including related response time commitments) until such time as the recertification is completed. Should Brocade deem that the Products are unsupportable, or if Customer fails to implement the required corrective actions identified by Brocade as a result of the recertification, the applicable Support shall be terminated, and Customer will be notified accordingly and a credit or refund will be provided for any applicable prepaid Support fees.

e) Third Party Product Interoperability. Due to interoperability requirements, Customer agrees that the use of any third party products, including but not limited to, optical transceiver components, which have not been recommended or certified by Brocade may cause errors in the operation of the Products or may cause additional resolution time for Brocade under its Support obligations hereunder. Customer acknowledges that use of any such third party products shall release Brocade from the performance of Brocade's Support obligations to the extent related thereto, and Customer agrees to pay Brocade for any time spent by Brocade diagnosing such problems which shall be billed at Brocade's hourly billing rate.

f) Cancellation. Customer may cancel Support services at any time on thirty (30) days prior written notice to Brocade. In such event, Brocade shall credit any Support fees prepaid for the period after such termination, less any prepayment or multi-year discount taken to which Customer is no longer entitled. Notwithstanding the foregoing, unless otherwise expressly quoted by Brocade, charges applicable to a Support Account Manager ("SAM") or Onsite Engineer ("OSE") are non-refundable in the event that Support services are cancelled by Customer.

4.2 Software Specific Support Terms.

a) Upgrades. Subject to payment of the applicable fees, Brocade will use reasonable efforts to provide a Patch for any material deviation between the current release of the Covered Software and its Specifications which is reported by Customer to Brocade and is reproducible by Brocade. Additionally, Brocade may provide Customer with Maintenance Releases, Feature Releases and Platform Releases of the Covered Software, on an "if and when available" basis, that Brocade generally makes available to other Brocade customers at no charge beyond the fees for Support. As used herein: (i) "Platform Release" means a platform, operating system or software architecture change and/or

the addition of a major new application or function; (ii) "Feature Release" means a major new feature or an enhancement in operating performance that does not alter the basic functionality; (iii) "Maintenance Release" means a regularly scheduled update which may include defect fixes and limited platform-specific improvements; and (iv) "Patch" means a temporary solution to a Customer-reported critical defect (all collectively referred to as "Upgrades").

b) Software Support Policy. Brocade will provide Software Support for the then current Feature Release and the greater of (i) the two immediately preceding Feature Releases, or (ii) all Feature Releases made available within the preceding 12 months. As a general rule, Upgrades must be installed sequentially through all Feature Releases and Platform Releases (e.g., to upgrade from release 5.1 to 6.0, all Feature Releases and Platform Releases after 5.1 will be added as part of the upgrade process).

c) Conditions and Limitations of Software Support. Software Support does not cover and Brocade disclaims any responsibility for Service Requests arising out of Customer's failure to implement all Upgrades issued hereunder, changes to the computing environment, alterations or modifications of the Software performed by parties other than Brocade, accident, negligence, or misuse of the Software. Additional information related to the various Software products, including without limitation additional support service descriptions, escalation procedures, product development guidelines, and other general procedures may be included on the Brocade site, as may be amended from time to time, and shall apply to the Software.

4.3 Hardware Specific Support Terms.

a) General Description. For all Service Requests related to Covered Hardware and provided that Customer has paid the applicable Support fees, Brocade will provide Hardware Support in accordance with the terms herein and in accordance with the support plans at Brocade's website, which may be updated from time to time in Brocade's discretion. Brocade may require up to thirty (30) days from receipt of order to provision the spares and onsite labor required to fulfill the Support plan selected.

b) Malfunctioning Covered Equipment. If any Covered Hardware malfunctions, Brocade will repair or replace such Covered Hardware, or any parts of the Covered Hardware as provided in the applicable Support plan. Any item Brocade replaces will become Brocade's property, and the replacement item will become Customer's property. The replacement items may not be new, but will be in good working order and at least functionally equivalent to the item replaced. Before Brocade exchanges any Hardware, Customer must remove all features, parts, options, alterations, encumbrances, and attachments not provided by Brocade. Customer also agrees to ensure that the item is free of any legal obligations, encumbrances, or restrictions that could prevent its exchange. Based on the Support plan selected by Customer, Customer may be responsible for shipping costs related to any such returns.

c) Customer Responsibilities. For USDX and Edge products, Customer is responsible for provisioning remote access via Brocade-provided dial-in modem to enable remote diagnostics, troubleshooting and software Upgrades.

d) Exclusions. Support does not cover servicing of Covered Products damaged by misuse, accident, Act of God, improper installation, misapplication, modification, unsuitable physical or operating environment, abnormal physical or electrical stress, improper maintenance (unless by Brocade), removal or alteration of switch or part identification labels, or failure caused by a product for which Brocade is not responsible. Brocade may charge Customer separately for any services provided by Brocade related to such damaged Product.

5. Professional Services Specific Terms.

5.1 Working Hours. Except for any Professional Services with explicitly stated extended work hours, all Professional Services shall be performed during normal business hours. Customer shall inform Brocade in advance if any off-shift services will be required and Brocade shall inform Customer of any additional charges that may be associated with performing Professional Services outside of normal business hours. Customer agrees to pay Brocade any applicable additional charges for such off-shift Professional Services performed.

5.2 Facilities. Professional Services may be performed on Customer's site. Customer agrees to provide the facilities reasonably necessary for Brocade to perform the Professional Services, including a safe and suitable workspace for the Brocade employees or contractors performing the Professional Services, as well as appropriate access to Product and third party hardware, software and/or services. For security and safety reasons, a Customer representative shall be available on-site whenever Brocade employees or contractors are performing the Professional Services at such facilities. Customer will indemnify, defend and hold Brocade harmless for any breach by Customer of this Section.

5.3 Prerequisites. Prior to the commencement of the Professional Services, Customer agrees to take all prerequisite steps identified by Brocade, including without limitation, (i) ensuring that all manufacturers' labels (such as serial numbers) are in place, accessible, and legible, (ii) obtaining authorization to have Brocade service a Product that Customer does not own, (iii) licensing, purchasing and/or paying licensing fees and installing the required software and obtaining a license or appropriate permission for Brocade to access and use such software, and (iv) testing all hardware and software necessary to perform the Professional Services, and all such hardware and software documentation shall be made available to Brocade, and (v) any other prerequisites identified by Brocade. Customer acknowledges that any failure to perform the prerequisites may result in voiding the warranty, a delay in performance or additional costs for the particular service. IT IS CUSTOMER'S RESPONSIBILITY TO ENSURE THAT CUSTOMER HAS COMPLETE BACKUPS OF ALL DATA PRIOR TO COMMENCEMENT OF ANY SERVICES. BROCADE ASSUMES NO RESPONSIBILITY FOR LOST DATA. Brocade will not be responsible for Customer's failure to obtain such permissions and licenses and Customer shall indemnify, defend and hold Brocade harmless for Customer's breach of this provision.

5.4 Scheduling Professional Services. Brocade shall contact Customer's representative to schedule the Professional Services. All Professional Services must be scheduled to begin within one hundred eighty (180) days of the date of the order.

5.5 Cancellation. Brocade Resident Consultant Professional Services are non-cancellable during the contracted term, and Customer is required to make payment in full for such Professional Services. In all other cases, unless otherwise quoted by Brocade, Customer may cancel the Professional Services at any time on thirty (30) days prior written notice to Brocade. In such event, Customer shall pay Brocade for all Professional Services performed through the date of termination and reimburse Brocade for all expenses incurred and billable pursuant to this Agreement. In addition, should any such Professional Services remain unfulfilled at the end of the anticipated term of this Agreement as a result of Customer's delay in allowing Brocade to commence work or Customer's failure to make the appropriate facilities available or to perform necessary prerequisites, Brocade may cancel the unfulfilled Professional Services on thirty (30) days prior written notice. Except with respect to Brocade Resident Consultant Professional Services, Brocade will credit or refund any prepaid fees applicable to cancelled Professional Services not performed on the date of termination, less any volume or other discount taken to which Customer is no longer entitled.

5.6 Rights in the Software Deliverables. The following terms shall apply for any Software deliverables provided by Brocade as part of the Professional Services. Subject to the terms and conditions of this Agreement and payment of the applicable license fees, Brocade and its third party licensor, if applicable, grant to Customer a non-exclusive, non-transferable license to use the applicable Software deliverables in object code form solely for internal purposes and solely the purposes set forth in the relevant Brocade product documentation. Customer shall have no right to sublicense such Software deliverables or any rights related thereto.

5.7 Acceptance Procedures. Upon completion of the Professional Services which are subject to acceptance under the terms of the Brocade quotation, Customer shall have ten (10) days (or such other time period specified in the quotation) following the date of delivery to evaluate such Professional Services. On or before the tenth (10th) day following such delivery, Customer shall provide Brocade with either (i) a written acceptance of the Professional Services; or (ii) written notice of rejection describing in detail the deficiency that is the basis for the rejection. A deficiency is a material non-conformity of the Professional Services to the acceptance criteria stated in the applicable Brocade quotation, or in the absence of such criteria, a material non-conformity to the description of the Professional Services set forth in the quotation. In the event that Customer rejects the Professional Services in accordance with the afore-described procedure, Brocade will use diligent efforts to correct the deficiency promptly. The Professional Services and any associated deliverables that are re-performed or redelivered shall be subject to Customer's acceptance in accordance with this provision. In the event Customer fails to accept or reject the Professional Services within 10 days after Brocade's completion of the applicable Professional Services, or accept or reject re-performed Professional Services within 10 days after Brocade's completion of the applicable Professional Services, the Professional Services shall be deemed accepted by Customer, and Customer shall have no further right to reject the Professional Services.

5.8 Right to Instruct. Brocade consultants deployed to perform any services for Customer under this Agreement are under the exclusive supervision and instruction of Brocade. Brocade reserves the exclusive right to instruct its consultants, in particular with respect to work hours and the scope and manner of services to be performed under this Agreement. Customer has no rights to instruct Brocade's consultants whatsoever.

5.9 Brocade Resident Consultant Specific Terms. Brocade has a specific Professional Service offering where Brocade provides a Brocade Resident Consultant ("BRC") to perform ongoing Professional Services at the Customer facilities. With respect to any Customer order for a BRC, the following terms shall apply. Any Professional Services provided by a BRC shall not be subject to the acceptance provisions set forth above, and such Professional Services shall be billed on or before commencement of the services, unless another billing time frame is set forth in the applicable Brocade quotation. For BRC's purchased on an annual basis, the availability of a BRC is subject to the local employment laws and Brocade shall have the right to substitute certain BRC(s) in order to comply with such laws.

5.10 Non-Solicitation of Employees. While this Agreement is in effect and for a period of one (1) year following the termination of this Agreement, Customer will not Solicit for employment or retention as an independent contractor, any Resource of Brocade without the prior written consent of Brocade. "Solicit" as used in this section does not include general solicitations, such as advertisements in newspapers, trade publications or on the Internet. "Resource" for purposes of this section means: (i) employees or contractors of Brocade who provide the Professional Services and (ii) former employees or contractors of Brocade who directly worked on such project and whose relationship with Brocade ended less than six (6) months prior to the date of such solicitation. Customer's breach of this section may be considered a material breach of this Agreement by Brocade.

5.11 Indemnity. Each party ("Indemnitor") hereby agrees to indemnify and hold harmless the other party, its subsidiaries and affiliates, and their respective officers, directors, employees and agents (the "Indemnitee") from and against any and all damages, losses, liabilities, judgments, penalties, fines, settlement amounts, fees, costs and expenses (including, but not limited to, the reasonable fees and expenses of attorneys and other professionals) that the Indemnitee may suffer or incur, to the extent arising out of or attributable to, or allegedly arising out of or attributable to any of the following (each, a "Claim"): Claims by third parties of bodily injury (including death) or damage to tangible property (excluding data) to the extent such Claims arise from tortious willful misconduct or gross negligence on the part of such Indemnitor or any Indemnitor personnel.

5.12 Security and Conduct. Customer shall maintain industry standard security policies, practices and procedures, and shall comply with all applicable laws and regulations and with all applicable health, safety and security rules, programs and procedures. Brocade shall comply with all such Customer security policies, practices and procedures to the extent applicable and to the extent Brocade is made aware of such policies, practices and procedures.

5.13 Background Checks and Drug Free Workplace. Brocade has certain procedures in place to perform background checks and to ensure a drug free workplace for its employees and contractors performing Professional Services. Upon request, Brocade will provide information related to such procedures. Customer acknowledges that certain jurisdictions do not allow or limit such checks, and Brocade will not perform such checks in these jurisdictions or for employees from these jurisdictions.

6. Equipment Specific Terms

6.1 Order Process.

a) Purchase Orders. "Purchase Order" means each of Customer's written purchase order forms for Product, or other written purchase order forms submitted by Customer to Brocade in accordance with this Section.

i) Customer shall issue to Brocade binding Purchase Orders in accordance with this Section. All Purchase Orders shall refer to this Agreement, bear a separate, unique number and contain, at a minimum, the following information relative to purchases made under this Agreement: (a) the part number and description of Product purchased; (b) the quantity of each Product to be purchased; (c) routing instructions; (d) the desired shipment date; and (e) the destination.

ii) If for any reason Brocade cannot process Customer's Purchase Order, Brocade shall so notify Customer in writing. Brocade's notification shall set forth the reason for Brocade's inability to comply with the Purchase Order.

iii) Brocade reserves the right to reject any Purchase Order that does not conform to the terms set forth in this Agreement or to cancel any Purchase Order previously accepted if Brocade determines that Customer is in default of or is otherwise not complying with this Agreement.

b) Rescheduling. During any calendar quarter during the term of this Agreement, Customer may request shipment rescheduling, one (1) time only, from the original requested shipment date of a Purchase Order by providing written notice to Brocade at least fourteen (14) days prior to the requested shipment date and provided such later shipment date is no more than thirty (30) days after the original desired shipment date but within Brocade's fiscal quarter.

c) Cancellation. Customer may cancel Purchase Orders without incurring a charge provided such cancellation request is received in writing by Brocade at least thirty (30) days prior to the original shipment date. Any other cancellation requested by Customer is subject to good faith discussions between Brocade and Customer with the understanding that Customer may incur restocking/cancellation charges as a result of such cancellation.

6.2 Shipping.

a) Shipment Dates. Ship dates are estimates only. However, Brocade shall use reasonable commercial efforts to ship all orders for Products on the shipment dates specified in the Purchase Order. Brocade reserves the right to make partial shipments on an occasional basis based on availability.

b) Delivery and Packaging. U.S. deliveries will be made Ex Works manufacturing site or distribution center (EXW per Incoterms 2010); international deliveries will be made Free Carrier manufacturing site or distribution center (FCA per Incoterms 2010). Customer shall provide Brocade with all information necessary for Brocade to ship Product. In the absence of specific written instructions from Customer, Brocade will select the carrier, but such carrier will not be the agent of Brocade. Brocade will pack all Product shipped in accordance with standard commercial practices.

c) Expenses. Customer shall pay all freight, insurance and other shipping expenses, as well as any special packing expenses. Customer shall also bear all applicable taxes, duties and similar charges that may be assessed against the Products after delivery to the carrier at Brocade's facility.

6.3 RMA Procedure. Customer shall not return any Product which Customer determines to be defective without a return material authorization number ("RMA") issued by Brocade. For every Product returned by Customer subject to this Agreement: (i) Customer must provide Brocade with the serial number of the Product; (ii) Brocade shall verify whether or not Product is within the applicable Warranty Period or Customer is otherwise entitled to repair or replacement of Product without charge; (iii) (a) if Customer is entitled to return Product for repair/replacement without charge, then Brocade shall issue to Customer an RMA, and (b) if Product is not under warranty, then Customer must issue a purchase order for service to Brocade, upon receipt of which Brocade will issue an RMA to Customer; (iv) Customer shall ship the Product together with the RMA information to the address provided by Brocade; and (v) Brocade shall repair or replace Product. Customer shall pay freight costs for return shipment by Brocade to Customer of any Product claimed by Customer to be defective but determined by Brocade not to be defective. The repair lead time is thirty (30) days from receipt of the returned Product at Brocade's repair facility. Where applicable for shipments to locations outside the United States, Customer or Customer's assigned agent will act as "Importer of Record" for shipments of repaired/replacement units and will be responsible for payment of any import duties, taxes and fees.

7. Warranties and Disclaimers.

7.1 Brocade General Warranty. Brocade warrants to Customer that (i) Brocade has the right, power and authority to enter into this Agreement and to fully perform all its obligations hereunder; and (ii) the making of this Agreement does not violate any agreement existing between Brocade and any third party.

7.2 Customer General Warranty. Customer warrants to Brocade that (i) Customer has the right, power and authority to enter into this Agreement and to fully perform all its obligations hereunder; and (ii) the making of this Agreement does not violate any agreement existing between Customer and any third party.

7.3 Professional Services Warranty. Brocade warrants for a period of thirty (30) days: (i) following the completion of the Professional Services, in the case where no acceptance procedure is applicable, and (ii) following acceptance of the Professional Services, otherwise, that all Professional Services will be performed in a professional and workman-like manner by appropriately trained personnel, using generally accepted industry standards and practices. As Brocade's sole liability and Customer's exclusive remedy for a breach of this warranty, if the Professional Services are not provided as warranted, Brocade will, at its sole discretion, either: (i) correct any material non-conformances in the Professional Services deliverables; (ii) re-perform the Professional Services; or (iii) credit Customer for the amount paid for the nonconforming Professional Services. This warranty does not apply to the extent any non-conformity relates to (i) any specifications, code, diagnostic or other tools, or any other materials provided by Customer; (ii) the integration, operation, modification, or use of the Professional Services or any deliverables in any manner not authorized by Brocade, and (iii) any changes to the network environment after the services were rendered.

7.4 Software Warranty. Brocade warrants to Customer, for the warranty period set forth in Brocade's quotation for the applicable Software, that the Software will perform substantially in accordance with the published Specification therefor. As Brocade's sole liability and Customer's exclusive remedy for a breach of this warranty, Brocade shall use its commercially reasonable efforts, in Brocade's sole discretion, to repair and/or replace such non-conforming Software or to refund the applicable portion of the fees paid by Customer to Brocade. "Specification" means the written specifications that accompany each Product when sold or licensed, as the case may be, pursuant to this Agreement. Brocade specifically disclaims any and all warranties and liability related to any security Software. Customer acknowledges that security software does not guarantee the security of Customer's network, and that Customer is responsible for all other aspects of security, including without limitation, correct installation and setup of the security features of the software and all related requirements, correctly configured security policies, selection of hardware and software (including network security tools), correct installation, configuration, and maintenance of the hardware and software, the interoperability of the various components of Customer's network, and a physically and electronically secure operating environment.

7.5 Hardware Warranty. Brocade warrants to Customer, for the warranty period set forth in Brocade's quotation for the applicable Hardware, that each unit of Hardware shall be free of defects in any material respect in materials and workmanship and shall substantially conform to the Specifications for such Hardware. Brocade's sole obligation and Customer's exclusive remedy for failure of the Hardware to conform to the warranty set forth in this Section shall be, at Brocade's expense, to repair/replace such defective Hardware within the normal manufacturing lead times applicable to such Hardware and to return such repaired Hardware to Customer or to refund the applicable portion of the fees paid by Customer to Brocade. "Specification" means the written specifications that accompany each Product when sold or licensed, as the case may be, pursuant to this Agreement. This warranty does not apply to those units of Hardware which: (i) have been serviced or altered, except as expressly authorized by Brocade; (ii) have not been installed, operated, repaired, or maintained in accordance with any installation, handling, maintenance or operation instructions supplied by Brocade; (iii) have been subjected to unusual physical or electrical stress, misuse, negligence or accident; (iv) have been damaged as a result of accident, misuse or transporting; or (v) interoperate with third party products, such as optical transceiver components, which have not been recommended or certified by Brocade.

7.6 No Other Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS, SUPPORT, OPEN SOURCE, PROFESSIONAL SERVICES AND THIRD PARTY PRODUCT (IF ANY) ARE DELIVERED "AS IS" AND NEITHER BROCADE NOR ITS THIRD PARTY SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. Resale Products. "Resale Products" are those goods that are sold with Brocade's Products, are not manufactured by Brocade, and are not supported by Brocade. Brocade's sole responsibility for Resale Products is limited to reasonable commercial efforts to arrange for procurement and shipping of Resale Products. To the extent that such Resale Products come to Customer with an express warranty offered by the manufacturer, these warranties, including those expressly set forth in manufacturer's literature, are in lieu of all other warranties. Warranty and/or maintenance support, if available, may be obtained by contacting the manufacturer. Should Brocade assist Customer in procuring maintenance support from the manufacturer, Brocade shall in no way be responsible for any aspect of the fulfillment of the manufacturer's obligations thereunder. Such obligations rest solely with the manufacturer. Notwithstanding anything to the contrary in this Agreement, Brocade shall have no obligations or liabilities to Customer for Resale Products other than as stated in this Section 8. Should manufacturer become, for any reason, unable to fulfill its obligations under the applicable warranties and/or maintenance support services provided to Customer, Brocade shall have no liability, obligation or responsibility as to the fulfillment of any manufacturer's warranty or maintenance obligations, in any form, applicable to any Resale Products.

9. Insurance. Each party shall maintain, at their own expense, workers compensation insurance, as required by law, and employers' liability insurance upon its employees. Customer agrees to purchase reasonable and comprehensive liability insurance for all operations necessary and incidental to this Agreement. Brocade agrees to maintain, during the term of this Agreement, at its own expense, all necessary insurance for its employees and contractors, including, but not limited to the following: (i) Workers' compensation as required by law, (ii) Employers' liability insurance in the amount of $1,000,000 per occurrence, (iii) if applicable to the performance under this Agreement, automobile liability insurance with a combined single limit of $1,000,000 per occurrence, (iv) General liability insurance including products liability with a limit of $1,000,000 per occurrence; (v) Umbrella or excess liability insurance with a limit no less than $5,000,000 per occurrence excess of (ii), (iii), and (iv) above, and (vi) Professional liability or errors and omissions insurance in amounts no less than $5,000,000 per occurrence. Brocade's insurance will be with insurers rated A- VI or higher by A.M. Best's insurance rating guide. Upon mutual written agreement between the parties, each party may request from the other party a Certification of Insurance. Each party's insurance shall be primary for its employees and contractors and its actions or omissions related to this Agreement.

10. Indemnification. Subject to the terms contained herein, Brocade will defend and indemnify Customer against any third party claim that the Products infringe a United States or a European Union patent, copyright or misappropriate a valid trade secret; provided Customer shall (i) promptly notify Brocade in writing of the claim, (ii) provide Brocade sole control over the defense and/or settlement of such claim, at Brocade's expense and with Brocade's choice of counsel, and (iii) at Brocade's request and expense, provide full information and reasonable assistance to Brocade with respect to such claim. Brocade will not be obligated to defend or be liable in any manner for infringement arising out of: (a) required compliance with Customer provided technology or specifications; (b) modification of a Product (except modifications provided by Brocade) or use of such Product in a manner not contemplated by Brocade; (c) Customer's combination of a Product with hardware, software or other materials not provided by Brocade; (d) Customer's failure to use reasonable materials or instructions provided by Brocade which would have rendered a Product non-infringing. Customer may join in defense of a claim with counsel of its choice at its expense. Brocade shall not be liable to Customer under this Agreement for any Software if Customer does not have then-current Support for such Software. If, at any time, any Product becomes, or in the opinion of Brocade may become, the subject of claim of infringement as set forth in this Section, Brocade may, at its option and expense: (i) procure for Customer the right to continue using such Product; (ii) replace or modify such Product; or, in the event that neither (i) or (ii) is reasonably available, (iii) terminate this Agreement with respect to such Product and issue Customer a prorated refund equal to the original price paid by Customer for the infringing Product, discounted on a 3-year depreciation basis. BROCADE WILL NOT BE LIABLE FOR ANY COSTS OR EXPENSES INCURRED WITHOUT ITS PRIOR WRITTEN AUTHORIZATION. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF BROCADE AND ITS SUPPLIERS, AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT BY THE PRODUCTS OR ANY PART THEREOF OR BY THEIR OPERATION.

11. Proprietary Rights. Brocade owns and retains for itself all right, title and interest in and to all designs, engineering details, and other data and materials pertaining to the Products, Support or Professional Services supplied by Brocade and to all discoveries, inventions, patents and other proprietary rights arising out of the work done by Brocade in connection with the Products, Support and Professional Services or with any and all products developed by Brocade as a result thereof, including the sole right to manufacture any and all such Products. Customer warrants that it will not divulge, disclose, or in any way distribute or make use of such Brocade Products or Professional Services or related information, and that it will not manufacture or engage to have manufactured such Products.

12. Confidential Information. The receiving party ("Recipient") agrees to maintain in confidence information disclosed by the other party ("Discloser") which it knows or has reason to know is regarded as confidential ("Confidential Information"). The Confidential Information will include, but will not be limited to, the terms and conditions of this Agreement (but not the existence of the Agreement), trade secrets, the structure, sequence and organization of any Brocade software or hardware, marketing plans, blueprints, techniques, processes, procedures and formulae. Recipient shall at all times keep in confidence all such Confidential Information, and shall not use such Confidential Information without Discloser's written consent except in performance of its duties hereunder. Recipient will not disclose the Confidential Information to any person except its employees to whom it is necessary to disclose the Confidential Information for such purposes. Recipient agrees that the Confidential Information will be disclosed or made available only to those of its employees who have agreed to receive it under terms at least as restrictive as those specified in this Agreement. Recipient understands and agrees that the obligation to protect Confidential Information shall be satisfied if Recipient utilizes the same control (but no less than reasonable) over the Confidential Information as Recipient employs to avoid disclosure of Recipient's own confidential and valuable information. Recipient will immediately give notice to Discloser of any unauthorized use or disclosure of the Confidential Information. Recipient agrees to assist Discloser in remedying such unauthorized use or disclosure of the Confidential Information. This obligation will not apply to the extent that Recipient can demonstrate: (i) the disclosed information at the time of disclosure is part of the public domain; (ii) the disclosed information can be established by written evidence to have been in the possession of Recipient at the time of disclosure by Discloser; (iii) the disclosed information is received by Recipient from a third party without similar restrictions on disclosure and without breach of this or any Agreement; or (iv) the disclosed information is required to be disclosed by a government agency to further the objectives of this Agreement, such as to obtain permission to distribute the Product, or by a proper court of competent jurisdiction; provided, however, that Recipient will use its best commercially reasonable efforts to minimize the disclosure of such information and will consult with and assist Discloser in obtaining a protective order prior to such disclosure. Nothing in this Agreement shall preclude Brocade from working with third parties, including subcontractors, neither on services or products nor on developing services or products similar to the Professional Services herein. Brocade may use any general learning, skills, or know-how or any information retained in the unaided memory of a person who had access to the Customer's Confidential Information for any purpose. Brocade and Customer are free to develop products independently without the use of the other's Confidential Information. Brocade is not obligated to restrict the future work assignments of people who have had access to Customer's Confidential Information or to restrict Brocade product development or plans in any way due to such access. Brocade may use any technical information it derives from providing the Professional Services or Support relating to Service Request resolution, troubleshooting, Product functionality enhancements and fixes. In the event of an unauthorized use, distribution or disclosure of any Confidential Information, the parties agree that the harmed party will not have an adequate remedy at law. Therefore, injunctive or other equitable relief may be appropriate to restrain such use, distribution or disclosure, whether threatened or actual.

13. Export Controls. Customer acknowledges and agrees that it shall not import, export, or re-export, directly or indirectly, any commodity (including, but not limited to, Products, related products or related information including software and technical data) to any country in violation of the laws and regulations of any applicable jurisdiction. This restriction expressly includes, but is not limited to, the export regulations of the United States, and the import and export restrictions of any country in which Customer transacts business. Customer also agrees that they will not export or re-export the Product, directly or indirectly, (i) to any U.S. embargoed country; (ii) to any person or entity on a denial list published by the U.S. Government; (iii) for any end use that is prohibited by United States or other applicable law, including nuclear, missile, chemical biological weaponry or other weapons of mass destruction. Customer understands that certain Products may require export licenses or U.S. re-export approval when being shipped from the U.S. or other countries. Customer shall indemnify, defend (with counsel approved in writing in advance by Brocade) and hold Brocade harmless against any claims for cost, damage, expense or liability arising out of or in connection with any breach of this Section.

14. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF DAMAGES FOR CUSTOMER'S BREACH OF THE TERMS OF ANY SOFTWARE LICENSE OR OTHER INTELLECTUAL PROPERTY RIGHT OR FOR EITHER PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND. IN ADDITION, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOSS OF PROFITS OR REVENUE, LOST BUSINESS, AND LOST DATA OR GOODWILL ARISING OUT OF OR RELATED TO THIS AGREEMENT HOWEVER CAUSED AND ON

ANY THEORY OF LIABILITY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BROCADE'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

15. Term and Termination.

15.1 Term and Termination. The term of this Agreement will be coterminous with the applicable order or other documentation that is specifically governed by this Agreement.

15.2 Effect of Termination and Survival. Notwithstanding any other obligation hereunder, upon any termination or expiration of this Agreement, Customer shall return to Brocade each and every copy, and Customer shall not retain any copies, of any Brocade Confidential Information. The following provisions shall survive termination or expiration of an applicable order: 2 ("Consideration"), 3.2 ("Additional Software Terms"), 5.10 ("Non-Solicitation of Employees"), 5.11 ("Indemnity"), 7.6 ("No Other Warranties"), 9 ("Insurance"), 11 ("Proprietary Rights"), 12 ("Confidential Information"), 13 ("Export Controls"), 14 ("Limitation of Liability"), 15.2 ("Effect of Termination and Survival"), and 16 ("Miscellaneous").

16. Miscellaneous.

16.1 Governing Law; Venue. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the state and Federal courts located in Santa Clara County, California, and the parties agree and submit to the personal and non-exclusive jurisdiction and venue of these courts, and agree that service on Customer at its address set forth in the ordering document shall constitute valid service for any proceeding in the courts of that jurisdiction. Such Agreement and Customer order(s) shall be governed by the laws of California without reference to conflict of laws principles. The U.N. Convention on the International Sale of Goods shall not apply to this Agreement and Customer order(s).

16.2 Further Assurances. Each party shall execute or cause to be executed such further documents and shall do or cause to be done such further acts and things as may be necessary or desirable to give full effect to the provisions of this Agreement.

16.3 Severability. If any term or other provision of this Agreement is determined by a non-appealable decision of a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, that term or provision shall be severed from this Agreement and there shall be deemed to be substituted a similar term or provision to accomplish the intent of the parties as closely as possible to the original term or provision, as determined by any court or arbitrator having jurisdiction, to the extent permitted by applicable law; provided, however, that if any restriction or limitation set forth in any license granted hereunder is deemed invalid or unenforceable, the entire license shall terminate.

16.4 Force Majeure. Except for payment obligations, neither party shall be liable for the performance of its obligations under this Agreement if it becomes commercially impracticable to perform due to any contingency beyond the reasonable control of that party, including as a result of a Force Majeure. In no event shall Brocade be required to purchase goods from others to enable it to provide the Products under this Agreement. Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use reasonable commercial efforts to remedy the situation and remove, so far as is commercially reasonable and as soon as practicable, the cause of its inability to perform or comply. Each party shall give the other party prompt notice of the cessation of the event of Force Majeure. "Force Majeure" means a cause of any kind not reasonably within the control of a party, including, without limitation, acts of God and the public enemy, sabotage, boycotts, disruptions of transportation facilities, inability to obtain supplies or materials, acts of government or its agencies, strikes, labor disputes, power disruptions, lockouts or any other industrial disturbance, or judicial action.

16.5 Independent Contractors. The relationship between the parties established by this Agreement is that of independent contractors, and nothing in this Agreement shall be construed to create a relationship of agency or partnership between the parties or to allow either party to create or assume any obligation on behalf of the other party.

16.6 Subcontractors. Brocade may delegate its duties to subsidiaries or engage subcontractors to perform certain of its obligations under this Agreement, provided that Brocade will remain liable for all such obligations hereunder.

16.7 Compliance with Statutes and Regulations. Each party will comply with all applicable Federal, state, local and foreign statutes, rules, regulations and orders, including but not limited to the Foreign Corrupt Practices Act.

16.8 Nuclear, Aviation or Life Support Application. Brocade specifically disclaims liability for use of the Products in connection with the design, construction, maintenance and/or operation of any (i) nuclear facility, (ii) aircraft, aircraft communication or aircraft ground support system, or (iii) safety or health care control system, including without limitation, life support system.

16.9 U.S. Government Restricted Rights. The Software and any accompanying documentation provided under this Agreement incorporate commercial computer software and commercial computer software documentation developed exclusively at private expense, and is in all respects proprietary property belonging solely to Brocade or its licensors. If Customer is acquiring the Software on behalf of any part of the United States Government, the following provisions apply. The object code and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the object code and/or the accompanying documentation by the U.S. Government or any of its agencies shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. Any technical data provided that is not covered by the above provisions is deemed to be "technical data" and "commercial items" pursuant to DFAR Section 252.227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR Section 252.227.7015(b).

16.10 ITAR Provisions. Customer acknowledges that any software provided under this Agreement is not designed to offer functionality providing security and access management for the processing and/or storage of the following categories of data: (i) data that is classified and or used on the U.S. Munitions List, including software and technical data; (ii) articles, services and related technical data designated as defense articles and defense services; and (iii) ITAR (International Traffic in Arms Regulations) related data.

16.11 Retention of Records. Each party shall retain the applicable records pertaining to its performance obligations for three (3) years after the termination or completion of such obligation. Upon mutual agreement of the parties, each party shall make such records available to the other party for inspection upon terms to be agreed to by the parties.

16.12 Notices. All notices under this Agreement shall be in writing and shall be delivered by personal delivery, internationally recognized overnight carrier, or facsimile transmission, and shall be deemed given upon personal delivery, three (3) business days after delivery to the international carrier with proof of receipt, or by fax upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the address set forth in Brocade's quotation or the ordering document or such other address as

either party may specify in writing, and in the case of Brocade, with a copy to Brocade Communications Systems, Inc., Attention: Office of the General Counsel, 130 Holger Way, San Jose, CA 95134, Fax Number (408) 333-5630.

16.13 Assignment. Customer shall not, directly or indirectly, in whole or in part, whether by operation of law or otherwise, assign or transfer this Agreement, without Brocade's prior written consent, and any attempted assignment, transfer or delegation without such prior written consent shall be voidable at the sole option of Brocade. Brocade or its successors may assign this Agreement, in whole or in part, and any of its rights and obligations hereunder, in its discretion. Without limiting the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

16.14 Remedies Cumulative. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

16.15 Waiver; Amendment. Failure or delay on the part of either party hereto in the exercise of any right hereunder shall not impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. No change or amendment will be made to this Agreement except by an instrument in writing signed on behalf of each of the parties to such agreement.

16.16 No Implied Licenses. Nothing contained in this Agreement shall be construed as conferring any rights by implication, estoppel or otherwise, under any intellectual property right, other than the rights expressly granted in this Agreement.

16.17 Entire Agreement. This Agreement and all Customer orders attached hereto constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof.

16.18 Translations. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall be for accommodation only and shall not be binding upon the parties. All communications and notices to be made or given pursuant to this Agreement, and any dispute proceeding related to or arising hereunder, shall be in the English language. In the event of any discrepancy or inconsistency between different language versions of the Agreement (and all associated documents or correspondence concerning this Agreement), the English language version shall prevail.

Website Use Terms and Conditions

Brocade Communications Systems, Inc.

All contents are Copyright 1996—2008 Brocade. All rights reserved. Brocade Communications Systems, Inc., 130 Holger Way, San Jose, CA 95134.

Terms and Conditions

The materials on this website (the "Site") are provided by Brocade Communications Systems, Inc. ("Brocade") as a service to its customers and partners and may be used for informational purposes only. The Terms and Conditions set forth below apply to all visitors to or users of this Site. By accessing this Site or downloading any materials from this Site, you agree to be bound by these rules and regulations. If you do not agree to them, do not use the site or download any materials from it. No portion of this Site may be reproduced in any form, or by any means, without prior written permission from Brocade Systems, Inc.

Limited License

Brocade hereby grants you a license under Brocade copyrights to (1) download one copy of the information or software ("Materials") found on the Site on to a single computer for your personal, non-commercial internal use in support of the use or marketing of Brocade products or, (2) if you have a pre-existing business relationship with Brocade, you may download Materials for use in the furtherance of, and subject to the terms and conditions of, the provisions of your separate written agreement with Brocade. Additionally, some Materials may be made available only subject to certain additional license terms which may accompany or are provided with such Materials, and your download and use of those Materials will be subject to those additional terms and conditions. This is a license, not a transfer of title, and is subject to the following restrictions: you may not: (a) modify the Materials or use them for any commercial purpose, or any public display, performance, sale or rental; (b) decompile, reverse engineer, or disassemble Materials except and only to the extent permitted by applicable law; (c) remove any copyright or other proprietary notices from the Materials; (d) transfer the Materials to another person. Further, you agree to prevent any unauthorized copying of the Materials and you agree that any copy of these materials which you make shall retain all copyright and other proprietary notices in the same form and manner as on the original.

ALL CONTENTS ON THIS SITE ARE PROTECTED BY COPYRIGHT AND, WHERE APPLICABLE, OTHER INTELLECTUAL PROPERTY RIGHTS. EXCEPT AS EXPRESSLY SPECIFIED ABOVE, NO PORTION OF THE INFORMATION ON THIS SITE MAY BE REPRODUCED MODIFIED, PUBLISHED, UPLOADED, POSTED, TRANSMITTED, OR DISTRIBUTED IN ANY FORM, OR BY ANY MEANS, WITHOUT PRIOR WRITTEN PERMISSION FROM BROCADE, AND NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS CONFERRING BY IMPLICATION, ESTOPPEL OR OTHERWISE ANY LICENSE OR RIGHT UNDER ANY PATENT, TRADEMARK OR COPYRIGHT OF BROCADE OR ANY THIRD PARTY.

Trademarks

The trademarks, logos and service marks ("Marks") displayed on this Site are the property of Brocade or other third parties. Users are not permitted to use these Marks without the prior written consent of Brocade or such third party which may own the Mark.

AnyIO, BigIron, Brocade, the Brocade B-wing symbol, Brocade Assurance, Brocade One, CloudPlex, DCFM, DCX, EdgeIron, Effortless Networking, Extraordinary Networks, Fabric OS, FastIron, File Lifecycle Manager, Foundry, Foundry Networks, FoundryPress, Foundry Gear Logo, ICX, IronPoint, IronView, IronShield, IronWare, JetCore, McDATA, MLX, MyView, NetIron, NET Health, OpenScript, SAN Health, SecureIron, ServerIron, SilkWorm, StorageX, Tapestry, The Effortless Network, The Power of Performance, TurboIron, TrafficWorks, VCS, VDX, Web Tools, When the Mission Is Critical, the Network Is Brocade, and Wingspan.

USER SUBMISSIONS

Any comments, information or other materials of any kind whatsoever posted to this Site or transmitted to Brocade such as questions, comments, suggestions, or the like regarding Brocade Products, this Site and the Materials and other information discussed on this Site, or any other products or programs of Brocade ("Feedback") will be considered non-confidential and non-proprietary unless expressly agreed otherwise in writing by Brocade prior to your submission. Brocade shall have no obligations to you with regard to its use or disclosure of such Feedback, and Brocade shall be free to use, reproduce, prepare derivative works of, perform, display and distribute the Comments, including any ideas, concepts, know-how or techniques contained in such Feedback, for any and all purposes without limitation, and to authorize others to do so as well. You are prohibited from posting or transmitting to or from this Site any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law.

General Disclaimer

Although Brocade has attempted to provide accurate information on the Site, Brocade assumes no responsibility for the accuracy of any such information. ALL INFORMATION AND OTHER MATERIALS PROVIDED ON THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE,

INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE. ADDITIONALLY, IN NO EVENT SHALL BROCADE OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST DATA, LOSS OF USE OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THE USE OF OR INABILITY TO USE THE MATERIALS, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, AND IRRESPECTIVE OF WHETHER SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
Brocade and its suppliers further do not warrant the accuracy or completeness of the information, text, graphics, links or other items contained within the Materials. Brocade may make changes to these materials, or to the products described therein, at any time without notice. Brocade makes no commitment to update the Materials. Mention of non-Brocade products or services is for information purposes only and constitutes neither an endorsement nor a recommendation.

Links to Third Party Sites

This Site may contain links to third party sites. Brocade provides these links merely as a convenience to you, and inclusion of such links does in no way implies an endorsement of the linked site or the products and services referenced on that site. The linked sites are not under the control of Brocade, and Brocade is not responsible for the accuracy or reliability of any information, opinions, advice or statements made on these linked sites. Access to any of these linked is at the user's own risk.

Access to Password Protected/Secure Areas

Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.

Forward-Looking Statements

Some of the information on this Site may contain projections or other forward-looking statements regarding future events or the future financial performance of the Company. We wish to caution you that these statements are only predictions and that actual events or results may differ materially. We refer you to the documents Brocade files from time to time with the Securities and Exchange Commission, specifically, the most recent Brocade Form 10-K and Form 10-Q. These documents contain and identify important factors that could cause the actual results to differ materially from those contained in our projections or forward-looking statements, including, among others, quarterly fluctuations in our revenues and operating results; our failure to manage expansion effectively; our ability to develop new and enhanced products that achieve widespread market acceptance; our failure to adequately anticipate future end-user product needs or to accurately forecast end-user demand; risks associated with increased international sales activity; our dependence on OEM customers; our failure to expend distribution channels or to manage distribution relationships; adverse changes in our relationship with Solectron Corporation, the sole manufacturer of our products; our dependence on sole source and limited source suppliers for certain key components including ASICs and power supplies. Brocade expressly assumes no obligation to update any such forward-looking statements.

Government Use

All Brocade products and publications are commercial in nature. Use duplication, or disclosure by the United States Government is subject to the restrictions set forth in DFARS 252.227-7015 and FAR 52.227-19 or successor provisions regarding government use of commercial software.

Applicable Law

This site is controlled by Brocade from its offices within the United States of America. Brocade makes no representation that Materials in the site are appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Materials in violation of U.S. export laws and regulations. Not all products or programs mentioned will be available in your country. Please contact your local sales representative for information as to products and services available in your country.

Termination

Brocade shall have the right to terminate the license granted to you to use, interact with, download and use the Site and Materials available from this Site at any time if you are found to be in breach of these terms and conditions, and reserves the right to seek all remedies available by law and in equity for such violations. Upon termination, you will immediately destroy any Materials in your possession or control.

General

Brocade reserves the right to change these terms and conditions at any time without notice by altering or updating this posting. Some of the Material available on this Site (e.g. software downloadable from this Site) may be superseded by expressly designated legal notices or terms located on particular pages at this Site. Any claim relating to the Materials shall be governed by the internal substantive laws of the State of California.

PRESIDIO
INX LLC, A Presidio Company

Quote #: 11415523-01
Date: 08/21/2013

Title: Brocade 6510-24 Ports-08/09/2013

To: Claudia Perez
Galveston County
PO Box 1418
Galveston, TX 77553

Phone: *
Email: claudia.perez@co.galveston.tx.us

From: Stephanie Jansky
INX LLC, a Presidio Company
11757 Katy Freeway
Suite 1150
Houston, TX 77079

Phone: 713.795.2041
Fax:
Email: sjansky@presidio.com
Account Manager: Beth Heyn

Ship To: Galveston County -Information Technology
722 Moody Avenue
2nd Floor
GALVESTON, TX 77550

Contact:
Phone:
Email:

#	Part #	Description	Qty	Price	Ext Price
1	BR-6510-24-8G-F	Brocade 6510 24P 8Gb SWL SFPsBR AC NON-PORT SIDE EXHAUST AIR	2	$12,284.72	$24,569.44
2	6510-SVS-4OS-1	4HR Onsite Support BR-6510	2	$1,487.38	$2,974.76
3	XBR-R000291	FRU 6510 FIXED RACK MOUNT KIT	2	$115.02	$230.04
				Sub Total:	**$27,774.24**
				Grand Total:	**$27,774.24**

Quote valid for 30 days unless otherwise noted.

Additional Terms
The following terms and conditions ("Additional Terms") shall govern this ORDER/PROPOSAL unless a valid Master Services & Product Agreement has been executed between the parties for professional services and/or product and is in force at the time this ORDER/PROPOSAL is executed, in which case the terms of the Master Services & Product Agreement shall govern to the extent that they are inconsistent with this ORDER/PROPOSAL.

1. Purchase Orders, Invoicing, Payment and Acceptance. Any purchase order submitted by CLIENT in connection with this ORDER/PROPOSAL shall be deemed subject to these Additional Terms and this ORDER/PROPOSAL. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by PRESIDIO. PRESIDIO'S performance of such purchase order shall not constitute INX LLC's ("INX LLC" or "PRESIDIO") acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants PRESIDIO the right to invoice CLIENT and authorizes payment to PRESIDIO for the amounts owed. Further, CLIENT represents that PRESIDIO can rely on such CLIENT signature for payment.
PRESIDIO shall invoice CLIENT for the Products and/or Services in accordance with the terms stated in the ORDER/PROPOSAL. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card. CLIENT shall make payment to PRESIDIO within thirty (30) days from the date of invoice. Except for taxes due on PRESIDIO's net income, CLIENT shall pay all taxes. PRESIDIO reserves the right to bill CLIENT for additional work requested by CLIENT and performed by PRESIDIO, and for applicable expenses incurred by PRESIDIO pursuant to providing such additional services, which are not described in this ORDER/ PROPOSAL.
Unless otherwise indicated in this ORDER/PROPOSAL, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this ORDER/PROPOSAL, Projects shall be deemed accepted upon the earlier of PRESIDIO's receipt a signed Project Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or sixty (60) calendar days from the date of the delivery of the final Project deliverable.
2. Purchase of Product. All Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products shall be deemed accepted upon delivery.
3. Limitations of Warranties. PRESIDIO warrants that Services shall be provided by competent personnel in accordance with applicable professional standards. ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES, IF ANY, ARE PASSED THROUGH TO CLIENT.
4. Intellectual Property. CLIENT acknowledges that PRESIDIO, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any PRESIDIO software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by PRESIDIO, it is provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
5. Confidential Information. The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Proposal. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.
6. Limitation of Liability. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, PRESIDIO will have no responsibility for the adequacy or performance of (i) any third party software provided to PRESIDIO under this agreement; (ii) any hardware, and (iii) any services provided by any third party.
7. Non-Solicitation Provision. During the term of this ORDER/PROPOSAL and for twelve (12) months thereafter, neither party will solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was introduced as a result of this ORDER/PROPOSAL. Should a party solicit and/or hire such an employee or contractor from the other party, the soliciting and/or hiring party shall pay to the other party an administrative fee equal to 1 year's salary of the employee's new salary at the soliciting and/or hiring party's new company.
8. Equal Opportunity/Affirmative Action Employer. PRESIDIO is an Equal Opportunity/Affirmative Action Employer. All qualified applicants will receive consideration for employment without regard to race, age, color, religion, gender, national origin, disability, sexual orientation, or veteran status.
9. Export Law Compliance. CLIENT has been advised that all Products purchased hereunder and PRESIDIO Confidential Information are subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.
10. Document Control/Responsibility. CLIENT is responsible for maintaining its own procedures for the reconstruction of lost or altered files, backup or saving of data or programs to the extent deemed necessary by CLIENT and for actually reconstructing any lost or altered files, data or programs. PRESIDIO assumes no responsibility for the protection of CLIENT'S data. PRESIDIO is not liable for damage to software or data caused by service to the computer hardware equipment. CLIENT agrees that it shall have the sole responsibility for safeguarding the software and data during service work performed by PRESIDIO. PRESIDIO is not liable for software damage due to any outside factor, i.e. software virus.
11. Force Majeure. Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
12. Choice of Law and Venue. The parties will attempt to settle any claim or controversy arising under this ORDER/PROPOSAL through consultation and negotiation in good faith and a spirit of mutual cooperation. This ORDER/PROPOSAL and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas. Any dispute relating directly or indirectly to this ORDER/PROPOSAL or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Dallas County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this ORDER/PROPOSAL.
13. CLIENT Credit. As an inducement to provide the Services and/or the Products, CLIENT hereby represents and warrants that it is solvent, that it pays its obligations as they come due. CLIENT agrees that PRESIDIO that PRESIDIO has the right to obtain the credit history of the applicant and authorizes PRESIDIO to secure such information by its signature herein.

14. Financing. In the event CLIENT finances the Products and/or Services on the ORDER/PROPOSAL via a lease, CLIENT shall remain ultimately responsible for all payments to PRESIDIO and for providing all requisite information and documentation to the third party financing/leasing company.

15. Miscellaneous. This ORDER/PROPOSAL constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this ORDER/PROPOSAL shall be incorporated. This ORDER/PROPOSAL shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by PRESIDIO be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional ORDER/PROPOSAL, as appropriate. PRESIDIO will invoice CLIENT for any additional work performed and expenses incurred which are not described in this ORDER/PROPOSAL. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Each party has had an opportunity to consult with advisors of its own choosing, including legal counsel and/or accountants and has been advised regarding the legal and/or tax effects of this document.

16. Severability. The provisions of this Agreement are severable. If any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

Each party has had an opportunity to consult with advisors of its own choosing, including legal counsel and/or accountants and has been advised regarding the legal and/or tax effects of this ORDER.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

Presidio Representative _____ Date _____

Unique Digital Inc.
"Inspiration Meets Integration"

Budgetary Quote

Date	Quote #
21-Aug-13	Galveston_082113_Brocade_6510_EMF

Bill To:
Galveston County
722 Moody Ave.
Suite 202
Galveston, TX 77550

Ship To:
Same

Sales Rep:
Allison Zayler
Unique Digital, Inc.
10595 Westoffice Drive
Houston, TX 77042
(713) 777-0447

Item #	Description	Qty	List Price	Unit Price	Ext. Price
	Hardware				
1	**BR-6510-24-8G-F** Brocade 6510, 24-Port, 8GB SWL SFPS, BR, AC, Non-Port Side Exhaust Air Flow; Includes Fixed Rack Mount Kit	2	$21,125.00	$11,618.75	$23,237.50
				SUBTOTAL	**$23,237.50**
	Maintenance				
2	**6510-SVS-4OS-1** 4HR Onsite Support, BR-6510, 1 Year	2		$1,649.00	$3,298.00
				SUBTOTAL	**$3,298.00**
	Discount				
3	**UDI-DISC** Unique Digital Customer Discount	1		-$1,964.10	-$1,964.10
				SUBTOTAL	**-$1,964.10**
	Professional Services				
4	**UDI-INST** Unique Digital Installation & Configuration of Brocade 6510 Switches	1		$4,500.00	$4,500.00
				SUBTOTAL	**$4,500.00**

Subtotal	**$29,071.40**
Estimated Sales Tax	**Exempt**
Estimated Shipping	**Will Invoice**
Total	**$29,071.40**

SIGNATURE

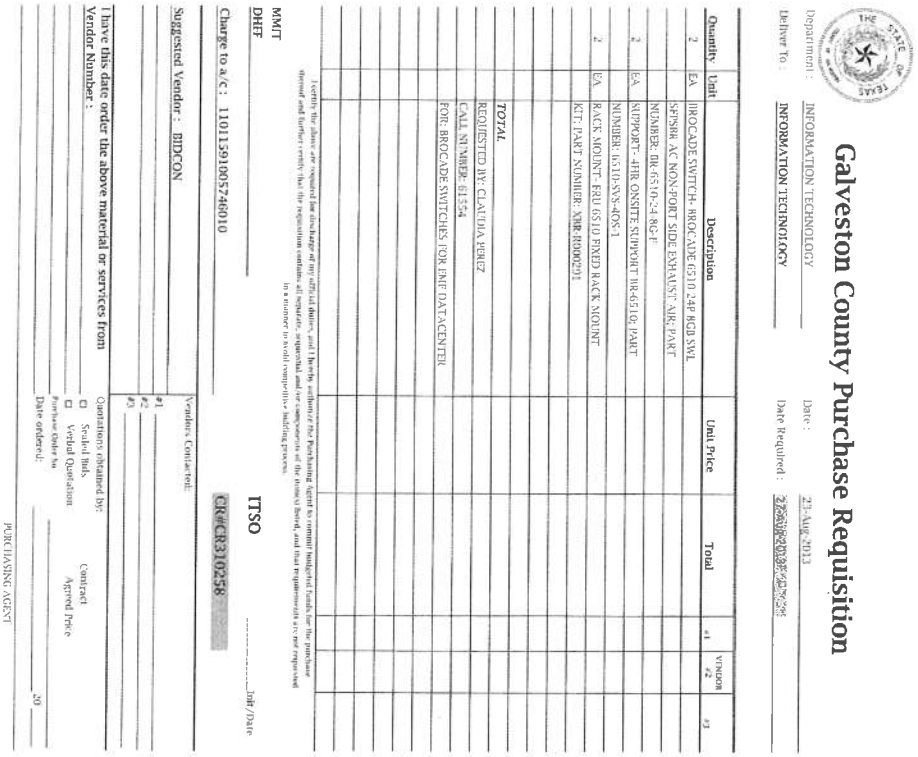
*** Leasing Options Available*
*** Restocking Fees May Apply if Purchase Order Cancelled*
*** 4% Credit Card Fee Applicable*
*** Terms: Net 30*

Xerox WorkCentre 7345
Transmission Report

Date & Time : 08/23/2013 11:26 AM
Page : 1(Last Page)

Document has been sent.

Job Date & Time 08/23/2013 11:26 AM



Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY
Deliver To : INFORMATION TECHNOLOGY
Date : 23-Aug-2013
Date Required : [illegible]

Quantity	Unit	Description	Unit Price	Total	VENDOR #1	VENDOR #2	VENDOR #3
2	EA	BROCADE SWITCH- BROCADE 6510 24P 8GB SWL					
		SFPSBR AC NON-PORT SIDE EXHAUST AIR; PART					
		NUMBER: BR-6510-24-8G-F					
2	EA	SUPPORT- 4HR ONSITE SUPPORT BR-6510; PART					
		NUMBER: 6510-SVS-4OS-1					
2	EA	RACK MOUNT- FRU 6510 FIXED RACK MOUNT					
		KIT; PART NUMBER: XBR-R000291					
		TOTAL					
		REQUESTED BY: CLAUDIA PEREZ					
		CALL NUMBER: 61554					
		FOR: BROCADE SWITCHES FOR IMF DATACENTER					

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 complements of the material listed, and that requirements are not requested in a manner to avoid competitive bidding process.

MMIT
DHFF

ITSO _____ Init/Date

Charge to a/c : 11011591005746010 CR#CR310258

Suggested Vendor : BIDCON

Vendors Contacted:
#1
#2
#3

I have this date order the above material or services from Vendor Number :

Quotations obtained by:
☐ Sealed bids
☐ Verbal Quotation
Contract
Agreed Price
Purchase Order No
Date ordered: _____ 20

PURCHASING AGENT

Date & Time Sent	Recipient Information	Result
08/23/2013 11:26 AM	prodoc@co.galveston.tx.us	Completed
08/23/2013 11:26 AM	Erin.Quiroga@co.galveston.tx.us	Completed
08/23/2013 11:26 AM	IT-Admin@co.galveston.tx.us	Completed

UC510200

PRESIDIO.
INX LLC, A Presidio Company

Quote #: 11415523-01
Date: 08/21/2013
Page: 1 of 3

Title: Brocade 6510-24 Ports-08/09/2013

To: Claudia Perez
Galveston County
PO Box 1418
Galveston, TX 77553

Phone: *
Email: claudia.perez@co.galveston.tx.us

From: Stephanie Jansky
INX LLC, a Presidio Company
11757 Katy Freeway
Suite 1150
Houston, TX 77079

Phone: 713.795.2041
Fax:
Email: sjansky@presidio.com
Account Manager: Beth Heyn

Ship To: Galveston County -Information Technology
722 Moody Avenue
2nd Floor
GALVESTON, TX 77550

Contact:
Phone:
Email:

#	Part #	Description	Qty	Price	Ext Price
1	BR-6510-24-8G-F	Brocade 6510 24P 8Gb SWL SFPsBR AC NON-PORT SIDE EXHAUST AIR	2	$12,284.72	$24,569.44
2	6510-SVS-4OS-1	4HR Onsite Support BR-6510	2	$1,487.38	$2,974.76
3	XBR-R000291	FRU 6510 FIXED RACK MOUNT KIT	2	$115.02	$230.04
				Sub Total:	**$27,774.24**
				Grand Total:	**$27,774.24**

Quote valid for 30 days unless otherwise noted.

Additional Terms
The following terms and conditions ("Additional Terms") shall govern this ORDER/PROPOSAL unless a valid Master Services & Product Agreement has been executed between the parties for professional services and/or product and is in force at the time this ORDER/PROPOSAL is executed, in which case the terms of the Master Services & Product Agreement shall govern to the extent that they are inconsistent with this ORDER/PROPOSAL.

1. Purchase Orders, Invoicing, Payment and Acceptance. Any purchase order submitted by CLIENT in connection with this ORDER/PROPOSAL shall be deemed subject to these Additional Terms and this ORDER/PROPOSAL. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by PRESIDIO. PRESIDIO'S performance of such purchase order shall not constitute INX LLC's ("INX LLC" or "PRESIDIO") acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants PRESIDIO the right to invoice CLIENT and authorizes payment to PRESIDIO for the amounts owed. Further, CLIENT represents that PRESIDIO can rely on such CLIENT signature for payment.
PRESIDIO shall invoice CLIENT for the Products and/or Services in accordance with the terms stated in the ORDER/PROPOSAL. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card. CLIENT shall make payment to PRESIDIO within thirty (30) days from the date of invoice. Except for taxes due on PRESIDIO's net income, CLIENT shall pay all taxes. PRESIDIO reserves the right to bill CLIENT for additional work requested by CLIENT and performed by PRESIDIO, and for applicable expenses incurred by PRESIDIO pursuant to providing such additional services, which are not described in this ORDER/ PROPOSAL.
Unless otherwise indicated in this ORDER/PROPOSAL, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this ORDER/PROPOSAL, Projects shall be deemed accepted upon the earlier of PRESIDIO's receipt a signed Project Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or sixty (60) calendar days from the date of the delivery of the final Project deliverable.
2. Purchase of Product. All Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products shall be deemed accepted upon delivery.
3. Limitations of Warranties. PRESIDIO warrants that Services shall be provided by competent personnel in accordance with applicable professional standards. ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES, IF ANY, ARE PASSED THROUGH TO CLIENT.
4. Intellectual Property. CLIENT acknowledges that PRESIDIO, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any PRESIDIO software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by PRESIDIO, it is provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
5. Confidential Information. The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Proposal. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.
6. Limitation of Liability. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, PRESIDIO will have no responsibility for the adequacy or performance of (i) any third party software provided to PRESIDIO under this agreement; (ii) any hardware, and (iii) any services provided by any third party.
7. Non-Solicitation Provision. During the term of this ORDER/PROPOSAL and for twelve (12) months thereafter, neither party will solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was introduced as a result of this ORDER/PROPOSAL. Should a party solicit and/or hire such an employee or contractor from the other party, the soliciting and/or hiring party shall pay to the other party an administrative fee equal to 1 year's salary of the employee's new salary at the soliciting and/or hiring party's new company.
8. Equal Opportunity/Affirmative Action Employer. PRESIDIO is an Equal Opportunity/Affirmative Action Employer. All qualified applicants will receive consideration for employment without regard to race, age, color, religion, gender, national origin, disability, sexual orientation, or veteran status.
9. Export Law Compliance. CLIENT has been advised that all Products purchased hereunder and PRESIDIO Confidential Information are subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.
10. Document Control/Responsibility. CLIENT is responsible for maintaining its own procedures for the reconstruction of lost or altered files, backup or saving of data or programs to the extent deemed necessary by CLIENT and for actually reconstructing any lost or altered files, data or programs. PRESIDIO assumes no responsibility for the protection of CLIENT'S data. PRESIDIO is not liable for damage to software or data caused by service to the computer hardware equipment. CLIENT agrees that it shall have the sole responsibility for safeguarding the software and data during service work performed by PRESIDIO. PRESIDIO is not liable for software damage due to any outside factor, i.e. software virus.
11. Force Majeure. Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
12. Choice of Law and Venue. The parties will attempt to settle any claim or controversy arising under this ORDER/PROPOSAL through consultation and negotiation in good faith and a spirit of mutual cooperation. This ORDER/PROPOSAL and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas. Any dispute relating directly or indirectly to this ORDER/PROPOSAL or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Dallas County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this ORDER/PROPOSAL.
13. CLIENT Credit. As an inducement to provide the Services and/or the Products, CLIENT hereby represents and warrants that it is solvent, that it pays its obligations as they come due. CLIENT agrees that PRESIDIO that PRESIDIO has the right to obtain the credit history of the applicant and authorizes PRESIDIO to secure such information by its signature herein.

14. Financing. In the event CLIENT finances the Products and/or Services on the ORDER/PROPOSAL via a lease, CLIENT shall remain ultimately responsible for all payments to PRESIDIO and for providing all requisite information and documentation to the third party financing/leasing company.

15. Miscellaneous. This ORDER/PROPOSAL constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this ORDER/PROPOSAL shall be incorporated. This ORDER/PROPOSAL shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by PRESIDIO be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional ORDER/PROPOSAL, as appropriate. PRESIDIO will invoice CLIENT for any additional work performed and expenses incurred which are not described in this ORDER/PROPOSAL. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Each party has had an opportunity to consult with advisors of its own choosing, including legal counsel and/or accountants and has been advised regarding the legal and/or tax effects of this document.

16. Severability. The provisions of this Agreement are severable. If any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

Each party has had an opportunity to consult with advisors of its own choosing, including legal counsel and/or accountants and has been advised regarding the legal and/or tax effects of this ORDER.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature	Date
Presidio Representative	Date

CR310258

Unique Digital Inc.
"Inspiration Meets Integration"

Budgetary Quote

Date	Quote #
21-Aug-13	Galveston_082113_Brocade_6510_EMF

Bill To:
Galveston County
722 Moody Ave.
Suite 202
Galveston, TX 77550

Ship To:
Same

Sales Rep:
Allison Zayler
Unique Digital, Inc.
10595 Westoffice Drive
Houston, TX 77042
(713) 777-0447

Item #	Description	Qty	List Price	Unit Price	Ext. Price
	Hardware				
1	BR-6510-24-8G-F Brocade 6510, 24-Port, 8GB SWL SFPS, BR, AC, Non-Port Side Exhaust Air Flow; Includes Fixed Rack Mount Kit	2	$21,125.00	$11,618.75	$23,237.50
				SUBTOTAL	$23,237.50
	Maintenance				
2	6510-SVS-4OS-1 4HR Onsite Support, BR-6510, 1 Year	2		$1,649.00	$3,298.00
				SUBTOTAL	$3,298.00
	Discount				
3	UDI-DISC Unique Digital Customer Discount	1		-$1,964.10	-$1,964.10
				SUBTOTAL	-$1,964.10
	Professional Services				
4	UDI-INST Unique Digital Installation & Configuration of Brocade 6510 Switches	1		$4,500.00	$4,500.00
				SUBTOTAL	$4,500.00

Subtotal	$29,071.40
Estimated Sales Tax	Exempt
Estimated Shipping	Will Invoice
Total	$29,071.40

SIGNATURE

** *Leasing Options Available*
** *Restocking Fees May Apply if Purchase Order Cancelled*
** *4% Credit Card Fee Applicable*
** *Terms: Net 30*

AGENDA ITEM #12.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 09/10/2013	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: (Yes) No
4. Department Name: Information Technology	5. Department Contact: JJ Allen	
6. Description:	NetMotion maintenance renewal.	
7. IFAS PEID No: 711522	8. IFAS Req No: CR309654	9. Orgkey: 1101159100 / 10. Object Code: 5423500
11. Vendor: Mobile Wireless	12. Vendor Contract No:	
13. Requested Legal Review: Yes / (No) (Explain if No)	No, standard terms and conditions.	

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	$20,000.00	$11,162.50				
22. Totals:		$20,000.00	$11,162.50	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 10/1/13	Auto Renewal Contract: Yes / (No)	Bid No: N/A
Contract End Date: 9/30/14	Contract # Issued By Purchasing: CM 13331	

Approved By:	Signature	Date
~~Department Head:~~		9/10/13
Purchasing Agent:		9-10-13
County Legal:		
20,000 Budget County Budget Office:	Contract listed in Budget Documentation: YES NO Budget Available and Funds are/will be Available: (YES) NO	9/11/2013
County County Auditor:		9/11/13

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 6-Aug-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 9-Aug-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	SOFTWARE MAINTENANCE- MAINTENANCE	11,162.50	11,162.50			
		PREMIUM- 1 YR; START DATE: 10/01/13, END:					
		09/30/2014; MAINTENANCE COVERS: MOBILITY					
		XE SERVER LICENSES 200 DEVICE LICENSES,					
		POLICY MANAGEMENT; SKU NUMBER: 090NMPRM					
		MNT1					
		• 24X7 TECHNICAL SUPPORT					
		• MAJOR VERSION UPGRADES					
		• TECH NOTES AND WEB-BASED SUPPORT					
		• CUMULATIVE QUANTITY DISCOUNTS ON					
		ADDITIONAL DEVICE LICENSES					
		• PATCH AND POINT RELEASES AT NO ADDITIONAL					
		CHARGE					
		• GUARANTEED RESPONSE TIMES					
		TOTAL		11,162.50			
		REQUESTED BY: CLAUDIA PEREZ					
		CALL NUMBER: 60500					
		FOR: NETMOTION MAINTENANCE RENEWAL					

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#CR309654

Suggested Vendor : ~~BIDCON~~ Mobile Wireless

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from Vendor Number : 711522

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 _____

PURCHASING AGENT

Galveston County

INFORMATION TECHNOLOGY

5WH NETMOTION WIRELESS MAINTENANCE

Who: Information Technology - Servers Group

What: NetMotion Wireless Maintenance – Premium 1 yr

Where: Courthouse DataCenter

When: August 30, 2013

Why: NetMotion is the software VPN used by the Sheriff patrol units, some county users, and some agencies, as part of the OSSI collaboration network to connect to the County's Network. The current maintenance expires on 9/30/2013

How: Mobile Wireless has provided a quote for the renewal

Planned Costs:

Item	Qty	Unit $	Total $
Maintenance: Premium – 1 Year 10/1/2013 – 9/30/2014 Maintenance covers: **Maintenance Covers:** **Mobility XE Server Licenses** **200 Device Licenses, Policy Management**			
Estimated Total			$11,546

Charge to: ____5423500_____

Submitted by: **Claudia Perez** **Date:** __**08/02/2013**_____

Approved by: _____ **Date:** _____

IT Director / Assistant IT Director

infra enterprise

Galveston County Information Technology

Call Report - Call Number 60500

Call Details as at 10:24:36 AM, 8/6/2013

Call Details

Type:	Request		
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:	OSSI	**Location:**	Courthouse Main
Outage Created:	N	**Logged By:**	Perez, Claudia
Call Priority:	Low	**Current Officer:**	Michaels, Lauren
Call State:	Open	**Current Group:**	Administration
Call Status:	Undefined	**Forward to Officer:**	
Call Physical Status:	In Progress	**Forward to Group:**	

Call Description: Maintenance/support renewal for Netmotion. See attachments.

Call Dates, Times and Expenses

Logged:	8/2/2013 6:20:37 PM	**Time Solving:**	0 hrs 15 mins	**Total Expenses:**	$0.00
Last Action:	8/6/2013 10:24:29 AM	**Downtime:**	88 hrs 4 mins		

Objects

Object Name	Upload/Update Date	Description	Security Profile
NetMotion maintenance - 2013.docx	8/2/2013 6:22:00 PM	5wh	Unspecified
NetMotion maint renewal - Galveston County - Mobile Wireless LLC 7-23-13 (2).doc	8/2/2013 6:22:14 PM	Initial quote	Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
8/2/2013 6:20:37 PM	Perez, Claudia	Y	Unspecified	[Object NetMotion maintenance - 2013.docx Uploaded] 5wh
8/2/2013 6:20:37 PM	Perez, Claudia	Y	Unspecified	[Object NetMotion maint renewal - Galveston County - Mobile Wireless LLC 7-23-13 (2).doc Uploaded] Initial quote
8/2/2013 6:20:37 PM	Perez, Claudia	N	Unspecified	[Call Updated]
8/2/2013 6:22:44 PM	Perez, Claudia	N	Unspecified	[Call Forward Internally to Group (Administration)]
8/6/2013 8:16:23 AM	Allen, JJ	N	Unspecified	[Open Forwarded Call by Allen, JJ]
8/6/2013 8:16:34 AM	Allen, JJ	N	Unspecified	[Call Forward Internally to Michaels, Lauren (Administration)]
8/6/2013 10:24:29 AM	Michaels, Lauren	N	Unspecified	[Open Forwarded Call by Michaels, Lauren]

MobileWireless

7/23/2013

Prepared by: **Mobile Wireless, LLC** – Galveston County vendor #711522

Claudia Perez
Galveston County
722 Moody Suite 202
Galveston, TX 77550
409-770-6233
Claudia.Perez@co.galveston.tx.us

Re: NetMotion maintenance renewal - DIR-SDD-2129

Hi Claudia,

Thank you for being a valued NetMotion customer. Your NetMotion annual maintenance renewal pricing is below from Mobile Wireless LLC. Once again, thank you!

Item	SKU	Quantity	Price	Extended Price
Maintenance: Premium - 1 Year **10/1/2013 - 9/30/2014** **Maintenance Covers:** **Mobility XE Server Licenses** **200 Device Licenses, Policy Management** • 24x7 technical support • Major version upgrades • Tech notes and web-based support • Cumulative quantity discounts on additional device licenses • Patch and point releases at no additional charge • Guaranteed response times	090NMPRMMNT1	1 Year		$11,162.50
3 year maintenance option	$26,814.46			
Total				**$11,162.50**

I will follow up with you to answer any questions. Until then, please do not hesitate to contact me. Thank you for your business!

Best regards,

Alan McClintock
Mobile Wireless LLC
972-516-1365
Fax: 469-574-5000
alan@mobwireless.com

Mobile Wireless LLC

1525 Brazos Trl., Plano, Texas 75075

cell - 214-850-9886

office - 972-516-1365

fax - 469-574-5000

alan@mobwireless.com

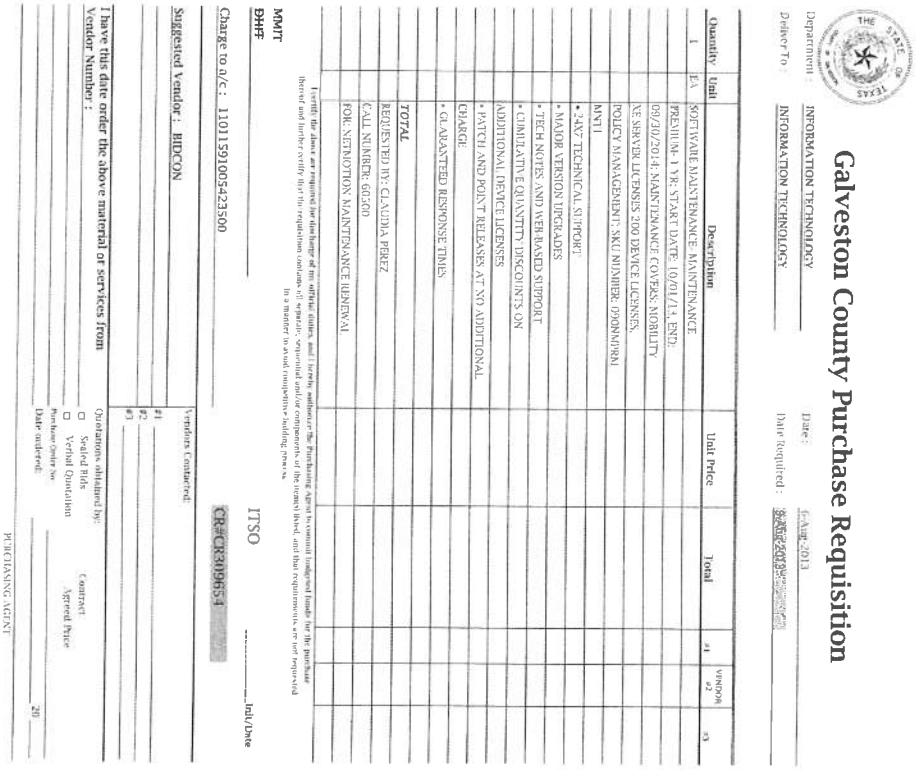
www.mobwireless.com

Xerox WorkCentre 7345
Transmission Report

Date & Time : 08/06/2013 11:19 AM
Page : 1(Last Page)

Document has been sent.

Job Date & Time 08/06/2013 11:19 AM



Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY
Deliver To : INFORMATION TECHNOLOGY
Date : 6-Aug-2013
Date Required : 8-Aug-2013

Quantity	Unit	Description	Unit Price	Total	VENDOR #1	VENDOR #2	VENDOR #3
1	EA	SOFTWARE MAINTENANCE- MAINTENANCE					
		PREMIUM- 1 YR: START DATE: 10/01/13, END:					
		09/30/2014; MAINTENANCE COVERS: MOBILITY					
		XE SERVER LICENSES 200 DEVICE LICENSES,					
		POLICY MANAGEMENT; SKU NUMBER: 090NMPRM					
		MNT1					
		• 24X7 TECHNICAL SUPPORT					
		• MAJOR VERSION UPGRADES					
		• TECH NOTES AND WEB BASED SUPPORT					
		• CUMULATIVE QUANTITY DISCOUNTS ON					
		ADDITIONAL DEVICE LICENSES					
		• PATCH AND POINT RELEASES AT NO ADDITIONAL					
		CHARGE					
		• GUARANTEED RESPONSE TIMES					
		TOTAL					
		REQUESTED BY: CLAUDIA PEREZ					
		CALL NUMBER: 60500					
		FOR: NETMOTION MAINTENANCE RENEWAL					

I certify that these 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 building process.

MMIT
DHFF

ITSO _____ Init/Date

Charge to a/c : 11011591005423500 CR#CR309654

Suggested Vendor : BIDCON

Vendors Contacted:
#1
#2
#3

I have this date order the above material or services from Vendor Number :

Quotations obtained by:
☐ Sealed Bids
☐ Verbal Quotation
Purchase Order No.
Date ordered:

Contract
Agreed Price

20

PURCHASING AGENT

Date & Time Sent	Recipient Information	Result
08/06/2013 11:19 AM	prodoc@co.galveston.tx.us	Completed
08/06/2013 11:19 AM	Erin.Quiroga@co.galveston.tx.us	Completed
08/06/2013 11:19 AM	IT-Admin@co.galveston.tx.us	Completed

CR304604

MobileWireless

7/23/2013

Prepared by: **Mobile Wireless, LLC** - Galveston County vendor #711522

Claudia Perez
Galveston County
722 Moody Suite 202
Galveston, TX 77550
409-770-6233
Claudia.Perez@co.galveston.tx.us

Re: NetMotion maintenance renewal - DIR-SDD-2129

Hi Claudia,

Thank you for being a valued NetMotion customer. Your NetMotion annual maintenance renewal pricing is below from Mobile Wireless LLC. Once again, thank you!

Item	SKU	Quantity	Price	Extended Price
Maintenance: Premium - 1 Year **10/1/2013 - 9/30/2014** **Maintenance Covers:** **Mobility XE Server Licenses** **200 Device Licenses, Policy Management** • 24x7 technical support • Major version upgrades • Tech notes and web-based support • Cumulative quantity discounts on additional device licenses • Patch and point releases at no additional charge • Guaranteed response times	090NMPRMMNT1	1 Year		$11,162.50
3 year maintenance option	$26,814.46			
Total				**$11,162.50**

I will follow up with you to answer any questions. Until then, please do not hesitate to contact me. Thank you for your business!

Best regards,

Alan McClintock
Mobile Wireless LLC
972-516-1365
Fax: 469-574-5000
alan@mobwireless.com

Mobile Wireless LLC

1525 Brazos Trl., Plano, Texas 75075

cell - 214-850-9886

office - 972-516-1365

fax - 469-574-5000

alan@mobwireless.com

www.mobwireless.com

Michaels, Lauren

From: Quiroga, Erin
Sent: Wednesday, August 21, 2013 2:23 PM
To: IT-Admin
Subject: CR309654 Quotes
Attachments: CR309001.PDF

Please see the attached quote for CR309654 (Mobile Wireless) SHI was non responsive and Dell did not provide a quote by the 08/12/13 deadline. (and has not provided one to date) We have two choices;

A) you can go with Mobile Wireless and utilize the DIR
B) you can request that I reach out to 2 additional vendors for better pricing.

There is no "Needed by" date on the requisition but I noticed the 5WH states 08/30/13.

Please let me know which route you choose.

Thank You,
Erin Quiroga, CPPB
Senior Buyer
722 Moody, 5th Floor
Galveston, TX 77550
P-409-770-5391
F-409-766-2521

-----Original Message-----
From: pu03xer@co.galveston.tx.us [mailto:pu03xer@co.galveston.tx.us]
Sent: Wednesday, August 21, 2013 9:20 AM
To: Quiroga, Erin
Subject: CR309654 Quotes

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre Pro.

Sent by: Guest [pu03xer@co.galveston.tx.us] Number of Images: 1 Attachment File Type: PDF

WorkCentre Pro Location: 5\\Galveston\TX\USA\ Device Name: PU03XER

NetMotion Wireless Service Level Agreement (SLA)

Summary

When obtaining support from NetMotion Technical Support you will get your best response by calling our Technical Support phone line. Email and or web submissions will be responded to within 4 business hours, during normal business hours. Below is a detailed explanation of our definitions and service lev regarding support. These definitions are included in your signed Maintenance Agreement when you purchase NetMotion products.

Customer purchased Standard Maintenance

Telephone Support

For Standard Maintenance, telephone assistance for the Products will be available Monday through Friday (except holidays) during normal business hours at least nine hours per business day. For support outside normal support hours Customer may leave a voicemail, email or fax with NetMotion which is usu responded to by next business day.

Customer purchased Premium Maintenance

Telephone assistance for the products will be available twenty four hours per day seven days per week (24/7), including holidays for Fault Classes of Seve level 1 or 2. NetMotion uses voicemail as a backup when technical support representatives are assisting other customers or are not available by phone. NetMotion will make reasonable efforts to respond to voicemails left during business hours within one (1) business hours after receipt of the voicemail message.

Note: Email or Web submissions will be responded to by next business day and are not meant for reporting Severity 1 or 2 issues.

Premium Support - Terms of Support

Incidents eligible for after-hours support are defined as being and must be submitted by phone for SLA response time purposes:

Severity 1 (Critical Impact) Operations Down:

A problem that renders Licensee's systems completely inoperative, results in data loss or results in a major security breach. No workaround exists.

Severity 2 (Significant Impact) Operations Severely Impaired:

A problem that significantly impairs systems or results in a minor security breach, workarounds exist but are either difficult to implement or do not prevent problem and must be implemented after each instance the problem occurs.

Service Level Agreement (SLA) Fault Management Procedures

For Customers with Maintenance, NetMotion provides its fault management assistance during normal business hours, excluding holidays.

Premium Maintenance

NetMotion further provides its fault management assistance twenty-four hours per day 7 days per week (24/7), including holidays, for Fault Classes of Severity level 1 or 2. Fault management procedures for Premium Maintenance are currently defined below.

Severity 1

Procedures: Initial assignment and response immediately with status report to Customer no later than one (1) hour. Commencement of work on resolution immediately, with workaround delivered as soon as reasonably available.

Severity 2

Procedures: Initial assignment and response within one (1) hour with status report to customer within four (4) hours. Commencement of work on resolution within four (4) hours, with workarounds delivered as soon as reasonably available.

Severity 3

Procedures: Initial assignment of recourses within eight (8) hours with status report to customer within twenty-four (24) hours. Fixes delivered with the next Update after resolution.

Severity 4

Procedures: Initial assignment within thirty (30) business days. Resolution is subject to the terms of a separate agreement.

Severity Definitions

Severity 1

The Licensed Software causes disruption or loss of Customer or End User's tools or services of a critical nature and there is no workaround. The fault prohibits operation of a function or service and is directly related to Licensed Software.

Severity 2

Profile: Licensed Software operating negatively and materially affects the performance of Customer or End User's tools or services as a result of the use of the Licensed Software and there is no permanent workaround.

Severity 3

Profile: The Licensed Software contains a non-critical, limited fault. Customer or End Users are able to function and there is a work around available.

Severity 4

Profile: A report which does not encompass a fault but which instead requests new or improved functionality in the Licensed Software. Service Level Agreements (SLA)

Copyright ©2013 NetMotion Wireless.

LOCALITY

More Information

Features & Benefits System Requirements FAQ ROI Calculator Get a Quote

- Services

Mobile Solutions Group

Sure-Start - Get dedicated expertise to install, configure and deploy NetMotion Wireless solutions successfully.
FIND OUT MORE

Sure-Check - Check your health: receive a complete assessment of your mobile data deployment.
FIND OUT MORE

Advanced Authentication - Make sure your system is secure, reliable and set up with the highest level of advanced authentication.
FIND OUT MORE

Technical Consulting - Get professional expertise for any challenge and get the most out of your NetMotion Wireless software.
FIND OUT MORE

Technical Account Management - TAM Services from NetMotion Wireless ensures your system is setup for success.
FIND OUR MORE

Product Training

In-Person Training
Get certified: Register for professional classes in your area to get the most out of your NetMotion Wireless software.

Online Training
Sign up for one of our many in-depth product training webinars, or watch one on-demand.

- How It's Used

How It's Used

Benefiting Any Industry
If you have mobile workers, then you need the software to keep them connected.
FIND OUT MORE

More Service. More Sales.
Our software empowers field service and field sales to do more on the move, keeping persistent access to critical applications and networks.
FIND OUT MORE

Industry Usage

- Government
- Telecommunications
- Healthcare
- Transportation
- Insurance

FIND OUT MORE

- Energy
- Resource Library

Resource Library

Customer Case Studies- Read how organizations use our software to achieve results.

Product Sheets- Get the facts: features, benefits and technical specifications.

Video Library- Watch customer testimonials, product demos, and educational presentations.

eBooks- Need a quick read? Download one of our informational and educational eBooks.

White Papers- Learn best practices on wireless data deployments.

Events- Look at our upcoming schedule and find the events we're participating in.

Webinars- Upcoming, product training, and on demand industry webinars.

Reports- Get the latest trends from a number of in-depth reports on wireless deployments.

- Partners
  - Wireless Carriers
  - Resellers
    - Reseller Benefits
  - Hardware Partners
  - Software Partners
  - Adapter Partners
  - Authentication
  - Registration
  - Partner Portal
- Support
  - Get Support
  - Support Plans
  - Support Advisories
  - Support Systems
  - Customer Portal
  - Knowledge Base
- Blog
- Who We Are

Who We Are

Making Mobility Easy

We develop software to manage and secure your wireless data deployments.

FIND OUT MORE

Customers

- Customers
- Customer Kudos

Company

- Contact Us
- About Us
- Careers
- Blog

Support Plans

Technical Support Plans

NetMotion Wireless provides Premium and Standard support level plans for NetMotion Mobility®, and Standard support level for Locality™.

Premium (24x7) Support Program

We highly recommend Premium Support, particularly for larger deployments and customers who want the peace of mind that 24x7 technical support provides. In addition to 24x7 phone support for critical issues, the Premium Support Program includes all major release upgrades at no additional charge. Premium Support is available for an annual fee based on the cost of your licenses. Please see the chart below for more information on this Support Program.

Standard Support Program

Included in the annual maintenance for every client license, the Standard Support Program covers business hour technical support via telephone, e-mail, and web-based support requests. Web-based support includes access to a comprehensive library of technical notes, white papers and other resources and online support requests. For more information on this Support Program, please see the chart below.

Premium and Standard Support Programs are available at a discounted rate when more than one year of service is purchased at one time. Please contact sales for a support quote.

Service Level Agreement:
For more information on the definition of severity levels and response times, please view our **Technical Support Service Level Agreement (SLA)**

Support Plan Comparison

Technical Support	Standard	Premium
Phone, e-mail, and web-based support requests 5am to 5pm PT, Mon-Fri (except business holidays)	X	X
Access to technical notes and white papers	X	X
24x7 phone support for critical issues		X
Guaranteed response times based on severity level		X

Product Support	Standard	Premium
Discounts on upgrades, additional licenses and new products	X	X
Upgrades to minor releases and maintenance releases	X	X
Upgrades to major releases*		X

** Product upgrades associated with the Premium Support offering do not include separately licensable components, unless those components have been purchased along with Premium Support.*

Copyright ©2013 NetMotion Wireless.

FOLLOW US

AGENDA ITEM #13.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 09/10/2013	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: (Yes) No
4. Department Name: Information Technology	5. Department Contact: JJ Allen	
6. Description:	Texas Workforce Commission database access for law enforcement purposes.	
7. IFAS PEID No: 708759	8. IFAS Req No: CR310670	9. Orgkey: 1101159100 / 10. Object Code: 5481000
11. Vendor: Texas Workfoce Commission	12. Vendor Contract No:	
13. Requested Legal Review: No, standard terms and conditions. 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
Contract Services	5481000	$1,200.00	$1,500.00				
22. Totals:		$1,200.00	$1,500.00	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 08/01/13	Auto Renewal Contract: Yes / (No)	Bid No: N/A
Contract End Date: 07/31/14	Contract # Issued By Purchasing: CM13330	

Approved By:	Signature	Date
Department ~~Head:~~	Shelle Tile	9/10/13
Purchasing Agent:	[illegible]	9-12-13
County Legal:		
County Budget Office:	Contract listed in Budget Documentation: YES NO Budget Available and Funds are/will be Available: (YES) NO	9/11/2013
County County Auditor:	[illegible]	9/11/13

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 5-Sep-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 6-Sep-2013

Quantity	Unit	Description	Unit Price	Total	VENDOR #1	VENDOR #2	VENDOR #3
1	EA	TEXAS WORKFORCE COMMISSION- TWC SHALL	$ 1,500.00	$ 1,500.00			
		PROVIDE GALVESTON COUNTY WITH ONLINE					
		ACCESS TO UI TAX RECORDS; NUMBER OF USERS					
		RANGE: 1 TO 10; SERVICE DATES: FROM AUGUST					
		1, 2013 TO JULY 31, 2014					
		TOTAL		***$ 1,500.00***			
		TWC INVOICE NUMBER: PC2412					
		CONTRACT NUMBER: 2913PEN093					
		SERVICE DATES: FROM AUGUST 1, 2013 TO JULY					
		1, 2014					

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 : 11011591005481000

CR#CR310670

Suggested Vendor : TEXAS WORKFORCE COMMISSION

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from

Vendor Number : 708759

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 _____

PURCHASING AGENT

Texas Workforce Commission

A Member of Texas Workforce Solutions

Andres Alcantar, Chairman
Commissioner Representing the Public

Ronald G. Congleton
Commissioner Representing Labor

Hope Andrade
Commissioner Representing Employers

Larry E. Temple
Executive Director

July 9, 2013

Darrell Isaacks
Major, Warrant Division
Galveston County
601 54th Street
Galveston, Texas 77551

Re: TWC Invoice #PC2412
Contract No. 2913PEN093

Dear Major Isaacks:

According to provisions of the contract between the Texas Workforce Commission (TWC) and Galveston County, "on-line, read-only computer access" to specific TWC mainframe computer screens is provided to authorized employees.

As per section 3.1.1 of Attachment A of the contract, enclosed is the invoice for the period of **August 1, 2013 through July 31, 2014**. The total due for this period is **$1,500.00.** Please remit payment to the address below within 30 days of the receipt of this letter. *Please include the TWC Invoice number on the payment.*

Texas Workforce Commission
ATTN: Revenue and Trust Management
P.O. Box 322
Austin, Texas 78767-0322

If you have any questions regarding this request for payment, please contact me at (512) 463-9729.

Sincerely,

Warren Collier, CPA
Chief Accounting Officer

Enclosures

TEXAS WORKFORCE COMMISSION
AUSTIN, TEXAS

TWC INVOICE # PC2412

July 9, 2013
Contract #2913PEN093

PAY TO:	BILL TO:
Texas Workforce Commission (320)	Galveston County
Revenue and Trust Management	601 54th Street
P.O. Box 322	Galveston, TX 77551
Austin, Texas 78767-0322	
Contact: Warren Collier	Contact: Darrell Isaacks, Major, Warrant Division
Phone: (512) 463-9729	Phone: (409)766-2305

Description of Service	Service Date From	Service Date To	Number of Users Range	Amount Charge	Total Due
TWC shall provide Galveston County with online access to UI tax records	August 1, 2013	July 31, 2014	1 to 10	$1,500.00	$1,500.00
					$1,500.00

Description of Services	Due From Receiving Agency
Total Due for On-Line Access: **Wage Records File (BN75 screen)** **Unemployment Comp. Claim Benefit Info - limited access (CMES, CTCS and BPCS screens)** **Employmer Master File Inquiry (IRS6 screen)**	**$1,500.00**
	Total $1,500.00

Service Provider Manager's Signature: Date

Agency Certification-
I certify that the above services were rendered, or goods received and that they correspond in every particular with the contract under which they were procured and that the invoice is true, and unpaid and that the claim was presented to the State within the applicable limitations period.

TWC Employee Signature: Date

Texas Workforce Commission

A Member of Texas Workforce Solutions

Andres Alcantar, Chairman
Commissioner Representing the Public

Ronald G. Congleton
Commissioner Representing Labor

Hope Andrade
Commissioner Representing Employers

Larry E. Temple
Executive Director

June 10, 2013

Darrell Isaacks, Major, Warrant Division
Galveston County
601 54th Street
Galveston, TX 77551

Re: TWC Contract/s or Amendment/s

Dear Mr. Isaacks:

Enclosed are original signature copies of the Contract/s or Amendment/s listed below:

TWC Contract - Amendment Number	Contract Manager/Phone Number
2913PEN093	Beth Anne Wiggins 512-463-1607

Please sign all the copies of the Contract/s or Amendment/s where indicated and complete the Contract/Amendment Language Change Certification Form for each transaction.

Retain one (1) set for your records and provide one (1) set to your Fiscal Agent (if applicable) and return one (1) set to:

Texas Workforce Commission
Contract Services Department
101 East 15th Street, Room 350-T
Austin, Texas 78778-0001
Attn: Patrick Onyenaka

If you have any questions or need additional assistance regarding the contents of these documents prior to signature, please contact the contract manager at the number indicated above.

Sincerely,

Marisela Ramirez
Director, Contract Services Department

MR: po
Enclosures

TEXAS WORKFORCE COMMISSION

TWC Contract Number	2913PEN093

TITLE	INFORMATION RELEASE CONTRACT

Recipient

Name	Galveston County
Street Address	601 54th Street
City/State/Zip	Galveston, TX 77551
Telephone Number	(409) 766-2305

Contract Period

Begin Date	August 1, 2013	End Date	July 31, 2014

Funding Information

The total amount of this Contract will not exceed the sum of	$1,500.00

Remarks

This Contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Contract and any referenced attachments.

Summary

Online access only

Number of online users and rate: 1-10 for $1,500/year

Signature Authority

Each person signing this Contract hereby warrants that he or she has been fully authorized by the respective organization to:

- Execute this Contract on behalf of the organization, and
- Validly and legally bind the organization to all the terms, performances, and provisions of this Contract.

Agency Approval	Recipient Approval
Agency: **Texas Workforce Commission**	Recipient: **Galveston County**
6/7/13	6/19/13
George D. Meador Director of Information Technology Date	Mark Henry County Judge Date

TABLE OF CONTENTS

General Terms and Conditions	
Section 1	Purpose and Legal Authority
Section 2	Term, Termination, and Amendment
Section 3	Consideration
Section 4	Protecting the Confidentiality of TWC Information
Section 5	Records and Audit
Section 6	Breach of Agreement, Default, and Remedies
Section 7	Miscellaneous
Attachment A	Statement of Work – Project Obligations
Attachment B	Safeguards for TWC Information
Attachment C	Texas Workforce Commission User Agreement
Attachment D	Cover Sheet for Transmitting User Agreement and Training Certificate
Attachments E, F	*Intentionally omitted*
Attachment G	Protection of Confidentiality - 20 C.F.R. § 603.9
Attachment H	Quarterly Self-Assessment Report

TEXAS WORKFORCE COMMISSION

INFORMATION RELEASE CONTRACT

GENERAL TERMS AND CONDITIONS

SECTION 1 – Purpose and Legal Authority

1.1 This Contract sets forth the obligations of the Texas Workforce Commission ("Agency") and the Recipient identified on the cover page (each a "Party" and together "the Parties") with respect to Agency's release of confidential data to Recipient. The obligations of the Parties are set forth in detail in **Attachment A.**

1.2 Subject to certain limitations, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, authorizes Recipient to enter into contracts for services with governmental entities, including state agencies.

SECTION 2 – Term, Termination, and Amendment

2.1 This Contract is effective from the Begin Date to the End Date specified on the cover page.

2.2 Either Party may suspend or terminate this Contract at any time, on written notice to the other Party specifying a termination date at least thirty (30) calendar days after the date of the notice. Suspension or termination shall not relieve Recipient of the obligation to pay for all services provided before suspension or termination at the rates specified herein, nor shall it entitle Recipient to any refund of the annual subscription fee for online access to Agency records.

2.3 No modification will be valid unless in writing and signed by both Parties, except for rate revisions made under Section 3.2 of these General Terms and Conditions.

SECTION 3 – Consideration

3.1 Recipient shall pay Agency for the services described, and at the rates set forth, in Attachment A.

3.2 Notwithstanding Section 3.1 of these General Terms and Conditions, Agency may unilaterally revise rates upon written notice to Recipient of at least thirty (30) calendar days.

SECTION 4 – Protecting the Confidentiality of TWC Information

4.1 "TWC Information" means records maintained by Agency, and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on

paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.

4.2 Recipient shall protect the confidentiality of TWC Information and comply with all statutory, regulatory and contract requirements. Confidentiality is required by Texas Labor Code §§ 301.081 and 301.085, the Social Security Act of 1934, and 20 Code of Federal Regulations (C.F.R.) Part 603.

SECTION 5 – Records and Audit

Recipient shall keep and maintain complete and accurate records sufficient to allow Agency, the Texas State Auditor's Office, the United States government, and their authorized representatives to determine Recipient's compliance with this Contract.

SECTION 6 – Breach of Agreement, Default, and Remedies

6.1 If Recipient or any official, employee, or agent of Recipient fails to comply with any provision of this Contract, including timely payment of Agency's invoices, Agency may suspend services to Recipient (including any data requests being processed) until Agency is satisfied that corrective action has been taken to assure there will be no future breach.

6.2 In the absence of prompt and satisfactory corrective action to cure default and assure future compliance with Contract requirements, Agency shall terminate this Contract immediately and Recipient shall surrender to Agency all TWC Information that has not previously been returned to Agency, and any other records relevant to this Contract.

6.3 Termination of this Contract under Section 6.2 of these General Terms and Conditions will not limit Agency from pursuing penalties under state and federal law for the unauthorized disclosure of TWC Information.

6.4 Agency shall undertake any other action under this Contract or under any law of this State or of the United States, to enforce this Contract and to secure satisfactory corrective action and return of TWC Information.

6.5 Agency shall take other remedial actions permitted under state or federal law to enforce this Contract and 20 C.F.R. Part 603 including seeking damages, penalties, and restitution for all costs incurred by Agency in enforcing this Contract and responding to Recipient's breach.

SECTION 7 – Miscellaneous

7.1 Texas Labor Code § 301.085 provides that unemployment compensation records are not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public

Information Act or any other law, regulation, or ordinance addressing public access to government records.

7.2 Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations at 20 C.F.R. § 603.7 dictate the handling of subpoenas for TWC Information.

7.3 This Contract is made in and performed in the State of Texas, and shall be construed, interpreted, and applied in accordance with the laws of the State of Texas, excluding its choice of law rules. Venue of any court action brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Travis County, Texas. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY AGENCY.**

7.4 Agency's failure to enforce any provision of this Contract does not constitute a waiver of that provision or any other.

7.5 Recipients agrees to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs arising or resulting from any acts or omissions or alleged acts or omissions of Recipient or its employees, agents, contractors, and subcontractors, including the inappropriate release or use of TWC Information.

7.6 Recipient shall be responsible and liable for any damages resulting from a breach by Recipient including damages and losses of third parties. Recipient shall reimburse Agency for any costs incurred by Agency in reimbursing third parties damaged by Recipient's breach and costs incurred in attempts by Agency to limit third party losses resulting from Recipient's breach.

7.7 Recipient agrees to accept liability for any damage to Agency's hardware, software, or TWC Information when such damage is caused by the actions of employees, contractors, subcontractors or agents of Recipient, whether or not the individual was an authorized User under this Contract.

7.8 If any provision of this Contract is held to be unenforceable by a court, this Contract will be construed as if such provision did not exist and the unenforceability of such provision will not render any other provisions of this Contract unenforceable.

7.9 This Contract is the entire agreement between the Parties.

7.10 The subject headings used in this Contract are for convenience only and are not intended to expand or limit meanings.

7.11 Attachments listed in the Table of Contents are incorporated in their entirety as terms and conditions of this Contract.

7.12 The following provisions survive the expiration or earlier termination of this Contract: Sections 4.2, 5, 6.2, 6.3, 7.1, 7.2, 7.5, 7.6, and 7.7 of these General Terms and Conditions; Sections 3.2.3, 3.2.4, and 3.2.5 of Attachment A; and Attachment B.

Attachment A

TWC CONTRACT NUMBER 2913PEN093

INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION AND GALVESTON COUNTY

STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

1.1 Contract Purpose. The purpose of this Contract is to provide Recipient with access to confidential Agency data, to ensure that Recipient will maintain the confidentiality of the data, and to require Recipient to reimburse Agency for costs of providing access at the rates set out in this Contract.

1.2 Authorized Use of TWC Information. Subject to the security and confidentiality provisions of this Contract, Recipient is authorized to use TWC Information solely for the following purpose: **to assist in criminal investigations; in locating defendants, witnesses and fugitives in criminal cases; in locating probation absconders and persons with outstanding warrants** (the "Limited Purpose"). Any other use of TWC Information by Recipient is a breach of this Contract.

1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

SECTION 2 – Obligations of Agency

2.1 Online Access.

2.1.1 Description. Agency agrees to provide online "read-only" access to the following Agency mainframe computer screens:

- BN75: wage records file;
- CMES, CTCS, and BPCS: unemployment compensation claim benefit data; and
- IRS6, STS, and SER: employer master file inquiry.

2.1.2 Number of Users. Subject to Section 3.1, Agency will grant access to the screens listed in Section 2.1.1 to a **maximum of ten (10)** "Users," all of whom must be direct Recipient employees.

2.1.3 Availability. Online access will routinely be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays, although Agency does not guarantee access during these periods. Agency may terminate or limit access without notice based on business necessity or in the event of an emergency.

SECTION 3 – Obligations of Recipient

3.1 Online Access.

3.1.1 Annual Fee and Payment. Recipient shall pay Agency a **one thousand five hundred dollar ($1,500.00) annual subscription fee** for the online access described in Section 2.1. The annual subscription fee covers the twelve (12) month period that begins on the Begin Date. Payment of the annual subscription fee is due within thirty (30) days of Recipient's execution of this Contract. The annual subscription fee is nonrefundable and will not be prorated in case of early termination of this Contract or suspension of services. Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.

3.1.2 User Documents. All prospective online Users must execute a *Texas Workforce Commission User Agreement* ("User Agreement"), Attachment C, and complete online TWC Information Technology Security Awareness Training ("Security Training").

3.1.3 User Document Submission and Maintenance. Before Agency RACF Administration will issue a User ID and password to a prospective User, Agency RACF Administration must receive from Recipient Contact Person (designated in Section 4.1) copies of a completed User Agreement and certificate of completion of Security Training ("Training Certificate"), with a completed *Cover Sheet for Transmitting User Agreement and Training Certificate* ("Cover Sheet"), Attachment D. Agency may deny access to any prospective User on security grounds. Recipient must maintain on file all original Training Certificates and User Agreements.

3.1.4 User Document Renewal. **On September 1, 2013,** the online access of each User established under a prior contract will be terminated unless Agency RACF Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.

3.1.5 Notice of User Employment Change. Recipient shall notify Agency within three (3) calendar days of a User's termination, resignation, or reassignment into a position not requiring access to TWC Information, so that the User's password can be immediately revoked. Failure to provide such notice is a breach of this Contract and may result in immediate suspension of all online access, termination of this Contract, and other penalties provided by law and this Contract.

3.1.6 Changes Prohibited. Users shall not change or update any TWC Information contained in Agency's computer stored files. Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.

3.1.7 Instructions. Recipient shall be solely responsible for disseminating to Users any instructions provided by Agency regarding navigation of online access to TWC Information.

3.2 Additional Requirements.

3.2.1 Security Safeguards. Recipient shall establish, maintain, and comply with security safeguards and procedures to protect the confidentiality of all TWC Information. Recipient shall comply with the requirements in *Safeguards for TWC Information*, Attachment B, and in *Protection of*

Confidentiality - 20 C.F.R. § 603.9, Attachment G. Failure to comply with any requirement of Attachment B or Attachment G is a breach of this Contract.

3.2.2 Suspension. Agency may suspend all services without notice if Agency suspects a violation of the security provisions in Attachment B. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of services will not result in security breaches. In the event of an extended suspension of services, Agency will notify Recipient as soon as possible.

3.2.3 Enduring Obligation. Termination or expiration of this Contract will not end Recipient's responsibility to protect the confidentiality of TWC Information remaining in Recipient's possession, under Recipient's control, or held by a third party subject to contract or agreement with Recipient.

3.2.4 Audit. Recipient's security safeguards and procedures, as well as Recipient's access to and use of TWC Information, are subject to monitoring, evaluation and audit by Agency.

3.2.5 Inspections. Recipient shall cooperate fully with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this Contract, Recipient shall permit Agency access to all sites containing TWC Information (including sites where data is maintained electronically), and to all workplaces used by personnel who have access to TWC Information.

3.2.6 Self-Assessment Report. Recipient shall submit to Agency a fully-executed *Quarterly Self-Assessment Report*, Attachment H, on the next-occurring quarterly filing date after the Begin Date, and on each quarterly filing date for as long as this Contract is in effect. The quarterly filing dates are January 1, April 1, July 1, and October 1. Each report must have been signed within thirty (30) days preceding submission.

3.2.7 Identity Theft Protection. In case of unauthorized disclosure of TWC Information by Recipient, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization. The protection service shall cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.

3.2.8 Significant Change. Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.

3.2.9 Computer Resources. Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.

3.2.10 Data Source. Agency does not warrant or guarantee the accuracy of TWC Information. TWC Information includes data provided to Agency by third parties, including employers and employees.

SECTION 4 – Contact Persons

4.1 Designation. The Parties designate the following primary liaisons for implementation of this Contract:

Agency Contact Person

Beth Wiggins
Office of General Counsel
Texas Workforce Commission
101 E. 15th St., Room 266
Austin, TX 78778-0001

Phone: 512-463-1607
Fax: 512-463-2990
Email: ORContracts.Management@twc.state.tx.us

Recipient Contact Person

Darrell Isaacks
Major, Warrant Division
Galveston County
601 54th Street
Galveston, TX 77551

Phone: 409-766-2305

Email: darrell.isaacks@co.galveston.tx.us

Send invoices to:

Same as above.

4.2 Notice. Any notice required under this Contract must be given to the other Party's Contact Person.

4.3 Notice to Alternate. If Recipient designates an alternate Contact Person, written notification by Agency to one (1) of the Recipient Contact Persons will satisfy any notification requirement of this Contract.

4.4 Change. Recipient may request a change in Recipient Contact Person by submitting to Agency Contact Person a written request on organizational letterhead signed by the person who signed this Contract on behalf of Recipient, or by a successor with authority to bind Recipient contractually. The request must include the TWC Contract Number, the name of the person being replaced, and the name of the new Recipient Contact Person, with job title, work address, phone number, and email address. No change in Recipient Contact Person is effective until acknowledged in writing by Agency.

4.5 Communications. Recipient shall include the TWC Contract Number in all communications with Agency.

SECTION 5 – Effect on Other Contracts

The Parties agree that this Contract supersedes and replaces all other contracts between them for information release or data sharing, including 2912PEN081.

Remainder of Page Intentionally Left Blank

Attachment B

SAFEGUARDS FOR TWC INFORMATION

1. **Galveston County** ("Recipient" in this Contract) shall maintain sufficient safeguards over all TWC Information to prevent unauthorized access to or disclosure of TWC Information:

   "TWC Information" means records maintained by Agency (TWC), and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.

2. Monitoring. Recipient shall monitor its Users' access to and use of TWC Information, and shall ensure that TWC Information is used only for the following "Limited Purpose": **to assist in criminal investigations; in locating defendants, witnesses and fugitives in criminal cases; in locating probation absconders and persons with outstanding warrants**. Recipient shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Contract.

3. Storage. Recipient shall store TWC Information in a place physically secure from access by unauthorized persons.

4. Protection. Recipient shall store and process TWC Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain TWC Information by any means.

5. Access. Recipient shall undertake precautions to ensure that only authorized personnel are given access to TWC Information stored in computer systems.

6. Instruction. Recipient shall instruct all personnel having access to TWC Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this Contract and under state and federal law for unauthorized disclosure of TWC Information. Recipient acknowledges that all personnel who will have access to TWC Information have been instructed as required.

7. Disposal. Recipient shall dispose of TWC Information and any copies thereof after the Limited Purpose is achieved, except for TWC Information possessed by any court. Disposal means return of TWC Information to Agency or destruction of TWC Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all TWC Information within thirty (30) calendar days after the termination, cancellation, or expiration of this Contract, or as required by federal, state, or local government approved records retention requirements.

8. System. Recipient shall establish and maintain a system sufficient to allow an audit of compliance with the requirements of this Attachment B and the other provisions of this Contract.

9. No Disclosure or Release. Recipient shall not disclose or release any TWC Information other than as permitted in this Contract, without prior written consent of Agency.

10. Unauthorized Disclosure. It is a breach of this Contract to disclose TWC Information orally, electronically, in written or printed form, or in any other manner without the prior written consent of Agency:
    10.1 to any contract employee of Recipient or any individual not employed by Recipient;

    10.2 to another government entity, including a law enforcement entity;

    10.3 to Recipient employees who do not have a need to use TWC Information for the Limited Purpose.

11. Authorized Disclosure. TWC Information may only be disclosed:
    11.1 to employees under the direct hiring-and-firing control of Recipient who have a need to use the TWC Information for the Limited Purpose; and

    11.2 in a criminal judicial proceeding if the TWC Information is introduced in court as a sealed record with access limited to the prosecutor, defendant, judge, and jury.

12. Security Violation. Recipient shall monitor access of Users and shall notify Agency within twenty-four (24) hours if a security violation of this Contract is detected, or if Recipient suspects that the security or integrity of TWC Information has or may have been compromised in any way.

13. Format. TWC Information is subject to the requirements of this Contract even if the TWC Information is converted by Recipient into another format or medium, or incorporated in any manner into Recipient's records, files, or data compilations.

14. Access Limited. Recipient shall limit access to TWC Information to its employees who need access to achieve the Limited Purpose.

15. Mobile Device and Removal. Recipient shall not place TWC Information on mobile, remote, or portable storage devices, or remove storage media from Recipient's facility, without the prior written authorization of Agency.

16. Public Information Act. Under Texas Labor Code § 301.085, TWC Information is not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.

17. Subpoena. Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations dictate the handling of subpoenas for TWC Information. Recipient shall comply with the requirements of 20 C.F.R. § 603.7 in responding to any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information.

18. Federal Regulation. Recipient shall comply with all requirements of *Protection of Confidentiality - 20 C.F.R. § 603.9* (Attachment G of this Contract) relating to safeguarding TWC Information and insuring its confidentiality.

19. Unauthorized Lookup. A User shall not access TWC Information listed under the User's SSN or the SSN of a co-worker, family member, or friend.

20. Screening – Online Users. Recipient shall screen potential Users and seek online access only for employees that Recipient has determined pose no threat to the security of TWC Information.

21. Screening – All Handlers. Recipient shall permit access to TWC Information only to employees that Recipient has determined pose no threat to the security of TWC Information.

22. Internet. Recipient shall not transmit any TWC Information over the Internet unless it is encrypted using at least 128-bit encryption.

23. Screen Dump. Recipient's security guidelines shall ensure that any screen dump or other extraction of TWC Information will be protected from unauthorized use or disclosure.

24. No Transfer. Recipient shall not transfer the authority or ability to access or maintain TWC Information under this Contract to any other person or entity.

Attachment C
TWC Contract Number 2913PEN093

TEXAS WORKFORCE COMMISSION USER AGREEMENT

I. _____
(User's Printed Name) (User's Social Security Number)

_____
(User's work phone number) (Print User's work street address)

_____
(Print User's employer) (Print User's work email)

acknowledge that I will be assigned a personal User ID and password to gain access to the Texas Workforce Commission (TWC) computer system. Under no circumstances will I allow my User ID or password to be used by any other individual, nor will I use one belonging to anyone else. As an online User with access to confidential TWC data ("TWC Information"), I understand that I will be held personally accountable for my actions and for any activity performed under my User ID. I understand that the use of TWC Information is limited to the following Limited Purpose only: **to assist in criminal investigations; in locating defendants, witnesses and fugitives in criminal cases; in locating probation absconders and persons with outstanding warrants.** I understand that TWC maintains a record of the individuals and employers whose TWC Information I gain access to, and that I am not allowed access to TWC Information about any individual or employer except as necessary for the Limited Purpose. I understand that I am not allowed access to TWC Information about myself.

I will not enter any unauthorized data or make any changes to data. I will not disclose any TWC Information orally, electronically, in written or printed form, or in any other manner without prior written authorization from TWC. I will not disclose any TWC Information to other governmental entities, including law enforcement entities.

I understand that under Texas Labor Code § 301.085, all TWC Information I obtain under this User Agreement is confidential and that it is a criminal offense to solicit, disclose, receive or use, or to authorize, permit, participate in, or acquiesce in another person's use of TWC Information that reveals: (1) identifying information regarding any individual or past or present employer; or (2) information that foreseeably could be combined with other publicly available information to reveal identifying information regarding any individual or past or present employer. This offense is punishable by as much as a year in jail, a fine up to $4,000, or both.

I understand that under Texas Penal Code § 33.02(a), it is a criminal offense knowingly to access a computer, computer network, or computer system without the effective consent of the owner. Depending on the circumstances, the offense is punishable by 180 days in jail up to 99 years or life in prison, a fine of $2,000-$10,000, or both.

I have read and had explained to me the confidentiality and security requirements of 20 C.F.R. § 603.9 and of my employer's contract with TWC. I understand and agree to abide by these requirements. I understand that if I violate any of these requirements or any provision of this User Agreement, I will jeopardize my employer's contract with TWC.

_____
Signature of User Date signed

Supervisor Approval: I have instructed the User listed above about all confidentiality requirements applicable to TWC Information obtained under the contract with TWC, including the requirements of 20 C.F.R. § 603.9 and the sanctions specified in the Contract and in state law for unauthorized disclosure of TWC Information.

_____
Signature of Supervisor Printed Name Date signed

Approval of Contract Signatory or Contact Person named in Contract:

_____
Signature of Contract Signatory or Recipient Contact Person Printed Name Date signed

All fields on this agreement are required. Employer must retain signed original and give a copy to User. Employer must send copy of User Agreement to TWC RACF Administration as specified on the required Cover Sheet, Attachment D to this Contract.

Attachment D
TWC Contract Number 2913PEN093

COVER SHEET FOR TRANSMITTING USER AGREEMENT AND TRAINING CERTIFICATE

To: **RACF Administration**

___ via email to: **racf.administration@twc.state.tx.us**
(Document must be scanned and **encrypted** before sending)

___ via fax to: **512-463-6394**
Number of pages including cover sheet: _____

___ via mail to: **RACF Administration**
Texas Workforce Commission
101 East 15th Street, Room 0330
Austin, TX 78778-0001

From: **Galveston County (Recipient)**

_____ (Recipient Contact Person)

_____ (Recipient Contact Person email)

Re: **User Agreement(s) and Training Certificate(s) attached**

Instructions:

- User Agreement and Training Certificate must be submitted together for each individual.
- Only one cover sheet is required if submitting documents for more than one User at the same time.
- An incomplete User Agreement will be rejected.
- For questions regarding the User Agreement, please email racf.administration@twc.state.tx.us

Attachment G

PROTECTION OF CONFIDENTIALITY - 20 C.F.R. § 603.9

CHAPTER V--EMPLOYMENT AND TRAINING ADMINISTRATION, DEPARTMENT OF LABOR
PART 603--FEDERAL-STATE UNEMPLOYMENT COMPENSATION (UC) PROGRAM; CONFIDENTIALITY AND DISCLOSURE OF STATE UC INFORMATION
SUBPART B--CONFIDENTIALITY AND DISCLOSURE REQUIREMENTS

20 C.F.R. § 603.9 What safeguards and security requirements apply to disclosed information?

(a) In general. For disclosures of confidential UC information under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis); § 603.5(e) (to a public official), except as provided in paragraph (d) of this section; § 603.5(f) (to an agent or contractor of a public official); § 603.6(b)(1) through (4), (6), and (7)(i) (as required by Federal UC law); and § 603.22 (to a requesting agency for purposes of an IEVS), a State or State UC agency must require the recipient to safeguard the information disclosed against unauthorized access or redisclosure, as provided in paragraphs (b) and (c) of this section, and must subject the recipient to penalties provided by the State law for unauthorized disclosure of confidential UC information.

(b) Safeguards to be required of recipients.

(1) The State or State UC agency must:

(i) Require the recipient to use the disclosed information only for purposes authorized by law and consistent with an agreement that meets the requirements of § 603.10;

(ii) Require the recipient to store the disclosed information in a place physically secure from access by unauthorized persons;

(iii) Require the recipient to store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means;

(iv) Require the recipient to undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems;

(v) Require each recipient agency or entity to:

(A) Instruct all personnel having access to the disclosed information about confidentiality requirements, the requirements of this subpart B, and the sanctions specified in the State law for unauthorized disclosure of information, and

(B) Sign an acknowledgment that all personnel having access to the disclosed information have been instructed in accordance with paragraph (b)(1)(v)(A) of this section and will adhere to the State's or State UC agency's confidentiality requirements and procedures which are consistent with this subpart B and the agreement required by § 603.10, and agreeing to report any infraction of these rules to the State UC agency fully and promptly.

(vi) Require the recipient to dispose of information disclosed or obtained, and any copies thereof made by the recipient agency, entity, or contractor, after the purpose for which the information is disclosed is served, except for disclosed information possessed by any court. Disposal means return of the information to the disclosing State or State UC agency or destruction of the information, as directed by the State or State UC agency. Disposal includes deletion of personal identifiers by the State or State UC agency in lieu of destruction. In any case, the information disclosed must not be retained with personal identifiers for longer than such period of time as the State or State UC agency deems appropriate on a case-by-case basis; and

(vii) Maintain a system sufficient to allow an audit of compliance with the requirements of this part.

(2) In the case of disclosures made under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis), the State or State UC agency must also –

(i) Periodically audit a sample of transactions accessing information disclosed under that section to assure that the entity receiving disclosed information has on file a written release authorizing each access. The audit must ensure that the information is not being used for any unauthorized purpose;

(ii) Ensure that all employees of entities receiving access to information disclosed under § 603.5(d)(2) are subject to the same confidentiality requirements, and State criminal penalties for violation of those requirements, as are employees of the State UC agency.

(c) Redisclosure of confidential UC information.

(1) A State or State UC agency may authorize any recipient of confidential UC information under paragraph (a) of this section to redisclose information only as follows:

(i) To the individual or employer who is the subject of the information;

(ii) To an attorney or other duly authorized agent representing the individual or employer;

(iii) In any civil or criminal proceedings for or on behalf of a recipient agency or entity;

(iv) In response to a subpoena only as provided in § 603.7;

(v) To an agent or contractor of a public official only if the person redisclosing is a public official, if the redisclosure is authorized by the State law, and if the public official retains responsibility for the uses of the confidential UC information by the agent or contractor;

(vi) From one public official to another if the redisclosure is authorized by the State law;

(vii) When so authorized by Section 303(e)(5), SSA, (redisclosure of wage information by a State or local child support enforcement agency to an agent under contract with such agency for purposes of carrying out child support enforcement) and by State law; or

(viii) When specifically authorized by a written release that meets the requirements of § 603.5(d) (to a third party with informed consent).

(2) Information redisclosed under paragraphs (c)(1)(v) and (vi) of this section must be subject to the safeguards in paragraph (b) of this section.

(d) The requirements of this section do not apply to disclosures of UC information to a Federal agency which the Department has determined, by notice published in the Federal Register, to have in place safeguards adequate to satisfy the confidentiality requirement of Section 303(a)(1), SSA.

Attachment H

QUARTERLY SELF-ASSESSMENT REPORT

Failure to submit this report when due may result in termination of all access to TWC Information!

The entity receiving TWC Information under TWC Contract ("Recipient") confirms it is in compliance with the following requirements of the Contract and of Protection of Confidentiality - 20 C.F.R. § 603.9 (Attachment G of the Contract):

1. Recipient uses the disclosed TWC Information only for purposes authorized by law and consistent with the Limited Purpose set forth in Section 1.2 of Attachment A of the Contract. Yes: _____ No: _____

2. Recipient stores the disclosed TWC Information in a place physically secure from access by unauthorized persons. Yes: _____ No: _____

3. Recipient stores and processes disclosed TWC Information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the TWC Information by any means. Yes: _____ No: _____

4. Recipient undertakes precautions to ensure that only authorized personnel are given access to disclosed TWC Information stored in computer systems. Yes: _____ No: _____

5. Recipient has instructed all personnel having access to the disclosed TWC Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9, and the sanctions specified in State law for unauthorized disclosure. (Each violation is a Class A Misdemeanor, punishable by a fine of $4,000, a year in jail, or both). By your signature below you acknowledge that all personnel having access to the disclosed TWC Information have been instructed in accordance with paragraph (b)(1)(v)(A) of 20 C.F.R. § 603.9. Yes: _____ No: _____

6. Recipient adheres to confidentiality requirements and procedures that are consistent with 20 C.F.R. § 603.9 and the requirements of the TWC Contract, and reports any infraction of these requirements and procedures to TWC fully and promptly. Yes: _____ No: _____

7. Recipient disposes of disclosed TWC Information, and any copies thereof made by Recipient, after the purpose for which the TWC Information was disclosed is served, or as required by court order. Disposal means return of the TWC Information to TWC or destruction of the TWC Information, as directed by TWC. Disposal includes deletion of personal identifiers in lieu of destruction. Yes: _____ No: _____

8. Recipient ensures that the disclosed TWC Information is not retained with personal identifiers for longer than such period of time as TWC deems appropriate. Yes: _____ No: _____

9. Recipient maintains a system sufficient to allow an audit of compliance with the requirements of 20 C.F.R. § 603.9 and the TWC Contract. Yes: _____ No: _____

10. Attach a description of the system referred to in item 9.

By signature hereon, the Contract signatory or the entity's internal auditor certifies that: All statements and information submitted in response to this Quarterly Self-Assessment Report are current, accurate, and complete.

_____ _____
Signature Date

_____
Printed Name and Title

TWC Contract Number 2913PEN093
Galveston County

Return this Report to: External Data Sharing Contracts Manager | Office of General Counsel
Texas Workforce Commission | 101 East 15th Street, Room 266 | Austin, Texas 78778-0001
Email: SelfAssessmentReports@twc.state.tx.us Fax: 512-463-2990

TWC Contract - Amendment Number: 2913PEN093

CONTRACT/AMENDMENT LANGUAGE CHANGE CERTIFICATION FORM

Please check the appropriate box and sign below:

☑ **No Changes.** I hereby certify that no changes have been made to documents contained in this Contract/Amendment package.

☐ **Changes to Demographic Information.** I hereby certify that changes in demographic information items only (such as contact or signatory) have been made to documents contained in this Contract/Amendment package. Pen and ink corrections have been entered, initialed and the revised areas have been flagged.

☐ **Changes to Contract/Amendment Terms and Conditions.** I hereby certify that changes to the contract/amendment terms and conditions have been proposed. The proposed changes have been entered on all copies of the documents in pen and ink, initialed, and the revised areas have been flagged. I understand that I am to sign and then send all copies of the contract/amendment back to TWC for evaluation of the proposed changes. If the proposed changes are approved by the TWC signatory, they will be initialed and my copy (and the fiscal agent's copy, if applicable) will be returned to me. I understand that if there are any questions or issues regarding the proposed pen and ink changes that I will be contacted by a TWC representative to discuss them.

Galveston County

Mark Henry 6/19/13

Mark Henry
County Judge

Date

AGENDA ITEM #14.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 09/10/2013	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: (Yes) No
4. Department Name: Information Technology	5. Department Contact: JJ Allen	
6. Description:	Annual renewal for Vmware Vsphere 5 enterprise, Vmware Vcenter server 5, Vmware Vcenter site recovery manager.	
7. IFAS PEID No: 701478	8. IFAS Req No: CR310350	9. Orgkey: 1101159100 / 10. Object Code: 5423500
11. Vendor: CDW	12. Vendor Contract No:	
13. Requested Legal Review: Yes / (No) (Explain if No)	No, standard terms and conditions.	

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	$1,058,900.00	$40,798.51				
22. Totals:		$1,058,900.00	$40,798.51	-	-	-	-

To Be Completed By Purchasing Department

* Contract Start Date:	Auto Renewal Contract: Yes / (No)	Bid No: N/A
Contract End Date: 8/31/14	Contract # Issued By Purchasing: CM13337	

Various START DATES 2 Fiscal years 13 & 14. Co Termed to END 8/14

* end date August 31, 2014

Approved By:	Signature	Date
Department Head:		9/10/13
Purchasing Agent:		9-11-13
County Legal:		

Budgeted at 20,000

Contract listed in Budget Documentation: YES NO

County Budget Office: 9/11/13

Budget Available and Funds are will be Available: (YES) NO

County County Auditor: 9/11/13

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 26-Aug-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 29-Aug-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	SOFTWARE MAINTENANCE- BASIC SUPPORT	2646.69	2646.69			
		COVERAGE VMWARE VCENTER SERVER 5					
		STANDARD FOR VSPHERE 5 (PER INSTANCE); PART					
		NUMBER: VCS5-STD-G-SSS-C; COVERAGE VAILD:					
		06/30/2012 THROUGH 08/31/2014					
12	EA	SOFTWARE MAINTENANCE- BASIC SUPPORT	1523.92	18287.04			
		COVERAGE VMWARE VSPHERE 5 ENTERPRISE FOR					
		1 PROCESSOR; PART NUMBER: VS5-ENT-G-SSS-C;					
		COVERAGE VAILD: 06/30/2012 THROUGH 08/31/					
		2014					
1	EA	FEE- REINSTATEMENT FEE FOR LAPSED SUPPORT					
2	EA	SOFTWARE MAINTENANCE- PRODUCTION SUPPORT	1054.40	2108.80			
		COVERAGE VMWARE VCENTER SITE RECOVERY					
		MANAGER 5 STANDARD (25 VM PACK); PART					
		NUMBER: VC-SRM5-25S-P-SSS-C; COVERAGE VAILD:					
		10/11/2013 THROUGH 08/31/2014					
12	EA	SOFTWARE MAINTENANCE- PRODUCTION SUPPORT	583.64	7003.68			
		COVERAGE VMWARE VSPHERE 5 ENTERPRISE FOR 1					
		PROCESSOR; PART NUMBER: VS5-ENT-P-SSS-C;					
		COVERAGE VAILD: 10/31/2013 THROUGH 08/31/14					

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#CR310350

Suggested Vendor : ~~BIDCON~~ CDW

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from Vendor Number : 701478

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 _____

PURCHASING AGENT

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 26-Aug-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 29-Aug-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	FEE- REINSTATEMENT FEE FOR LAPSED SUPPORT					
		TOTAL		40798.51			
		REQUESTED BY: CLAUDIA PEREZ					
		CALL NUMBER: 61600					
		FOR: ANNUAL RENEWAL FOR VMWARE VSPHERE					
		5 ENTERPRISE, VMWARE VCENTER SERVER 5,					
		VMWARE VCENTER SITE RECOVERY MANAGER					

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#CR310350

Suggested Vendor : ~~BIDCON~~ CDW

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from Vendor Number : 701478

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 _____

PURCHASING AGENT

Galveston County

INFORMATION TECHNOLOGY

5WH VMWARE SUPPORT SUBSCRIPTION

Who: Infrastructure Support

What: Support subscription renewal for:
VMware vSphere 5 Enterprise
VMware vCenter Server 5
VMware vCenter Site Recovery Manager

Where: Courthouse Datacenter

When: August 29, 2013

Why: This support is needed as many of the critical servers are now virtualized depending this way on vSphere5 hosts.

How: By renewing the support services VMware products (See attached quote for a list of items) Note that there are price differences as some of the items have already been expired. In addition, we are trying to have all the items above mentioned in coterm renewal dates.

Estimated costs: $41,998.58 (see attached quote for details)

Charge to: _____5423500_____

Submitted by: _____**Claudia Perez**_____**Date:** ____**08/23/2013**_____

Approved by: _____**Date:** _____
IT Director / Assistant IT Director

infra enterprise

Galveston County Information Technology

Call Report - Call Number 61600

Call Details as at 10:50:43 AM, 8/26/2013

Call Details

Type:	Request		
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:	VSPHERE	**Location:**	Courthouse Main
Outage Created:	N	**Logged By:**	Perez, Claudia
Call Priority:	Low	**Current Officer:**	Michaels, Lauren
Call State:	Open	**Current Group:**	Administration
Call Status:	Undefined	**Forward to Officer:**	
Call Physical Status:	In Progress	**Forward to Group:**	

Call Description: Renewal for vSphere, SRM and vCenter Server (VMware). See attachments.

Call Dates, Times and Expenses

Logged:	8/23/2013 1:26:23 PM	**Time Solving:**	0 hrs 45 mins	**Total Expenses:**	$0.00
Last Action:	8/26/2013 10:49:33 AM	**Downtime:**	69 hrs 24 mins		

Objects

Object Name	Upload/Update Date	Description	Security Profile
vSphere 5 support Renewal 2013.docx	8/23/2013 1:28:15 PM	5wh	Unspecified
Galveston_081313_VMware_Maint_1year.pdf	8/23/2013 1:28:39 PM	quote	Unspecified
1-year VMware 11420788.pdf	8/23/2013 2:04:04 PM	addtl quote	Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
8/23/2013 1:26:23 PM	Perez, Claudia	Y	Unspecified	[Object vSphere 5 support Renewal 2013.docx Uploaded] 5wh
8/23/2013 1:26:23 PM	Perez, Claudia	Y	Unspecified	[Object Galveston_081313_VMware_Maint_1year.pdf Uploaded] quote
8/23/2013 1:26:23 PM	Perez, Claudia	N	Unspecified	[Call Updated]
8/23/2013 1:29:00 PM	Perez, Claudia	N	Unspecified	[Call Forward Internally to Group (Administration)]
8/23/2013 2:03:48 PM	Perez, Claudia	N	Unspecified	[Call Taken Back]
8/23/2013 2:03:48 PM	Perez, Claudia	Y	Unspecified	[Object 1-year VMware 11420788.pdf Uploaded] addtl quote
8/23/2013 2:03:48 PM	Perez, Claudia	N	Unspecified	[Call Updated]
8/23/2013 2:04:15 PM	Perez, Claudia	N	Unspecified	[Call Forward Internally to Group (Administration)]
8/26/2013 9:55:58 AM	Allen, JJ	N	Unspecified	[Open Forwarded Call by Allen, JJ]
8/26/2013 9:56:08 AM	Allen, JJ	N	Unspecified	[Call Forward Internally to Michaels, Lauren (Administration)]
8/26/2013 10:49:33 AM	Michaels, Lauren	N	Unspecified	[Open Forwarded Call by Michaels, Lauren]

Unique Digital Inc.
"Inspiration Meets Integration"

Quote

Date	Quote #
13-Aug-13	Galveston_081313_VMware_Maint_1year

Bill To:	Ship To:	Sales Rep:
Galveston County 722 Moody Ave., Suite 202 Galveston, TX 77550 RFP 09/052JC-27	Same	Allison Zayler Unique Digital, Inc. 10595 Westoffice Drive Houston, TX 77042 (713) 777-0447

Item #	Description	Qty	Unit Price	Ext. Price
	VMware Maintenance Renewal			
1	**VCS5-STD-G-SSS-C** Basic Support Coverage VMware vCenter Server 5 Standard for vSphere 5 (Per Instance); Coverage valid 06-30-2012 through 08-31-2014	1	$2,279.06	**$2,279.06**
2	**VS5-ENT-G-SSS-C** Basic Support Coverage VMware vSphere 5 Enterprise for 1 processor; Coverage valid 06-30-2012 through 08-31-2014	12	$1,312.25	**$15,747.02**
3	Reinstatement Fee for Lapsed Support	1	$3,523.39	**$3,523.39**
4	**VC-SRM5-25S-P-SSS-C** Production Support Coverage VMware vCenter Site Recovery Manager 5 Standard (25 VM Pack); Coverage valid 10-11-2013 through 08-31-2014	2	$1,085.41	**$2,170.82**
5	**VS5-ENT-P-SSS-C** Production Support Coverage VMware vSphere 5 Enterprise for 1 processor; Coverage valid 10-31-2013 through 08-31-2014	12	$600.81	**$7,209.70**
6	**VS5-ENT-G-SSS-C** Basic Support Coverage VMware vSphere 5 Enterprise for 1 processor; Coverage valid 02-12-2012 through 08-31-2014	6	$1,542.27	**$9,253.61**
7	Reinstatement Fee for Lapsed Support	1	$1,814.98	**$1,814.98**
			SUBTOTAL	**$41,998.58**

Subtotal	**$41,998.58**
Estimated Sales Tax	**Exempt**
Estimated Shipping	**N/A**
Total	**$41,998.58**

SIGNATURE

*** Leasing Options Available*

*** Restocking Fees May Apply if Purchase Order Cancelled*

*** 4% Credit Card Fee Applicable*

*** Terms: Net 30*

PRESIDIO™
INX LLC, A Presidio Company

Quote #: 11420788-01
Date: 08/23/2013

Title: Galveston County - VMware Renewal - August 2013

To: Claudia Perez
Galveston County
PO Box 1418
GALVESTON, TX 77553

Phone: *
Email: claudia.perez@co.galveston.tx.us

From: Jonathan Magee
INX LLC, a Presidio Company
11757 Katy Freeway
Suite 1150
Houston, TX 77079

Phone: 469.549.9879
Fax:
Email: jmagee@presidio.com
Account Manager: Beth Heyn

#	Part #	Description	Qty	Price	Ext Price
1	VCS5-STD-G-SSS-C	Basic Support/Subscription for vCenter Server 5 Standard for vSphere 5 for 1 Year Instance Number: 104335867 6/30/2012 to 8/31/2014	1.00	$2,724.53	$2,724.53
2	VS5-ENT-G-SSS-C	Basic Support/Subscription for VMware vSphere 5 Enterprise for 1 processor for 1 year Instance Number: 104335852 6/30/2012 to 8/31/2014	6.00	$1,568.75	$9,412.50
3	VS5-ENT-G-SSS-C	Basic Support/Subscription for VMware vSphere 5 Enterprise for 1 processor for 1 year Instance Number: 104335868 6/30/2012 to 8/31/2014	6.00	$1,568.75	$9,412.50
4	VC-SRM5-25S-P-SSS-C	Production Support/Subscription for VMware vCenter for Site Recovery Manager 5 Standard (25 VM Pack) for 1 Year Instance Number: 131803220 10/11/2013 to 8/31/2014	1.00	$1,085.41	$1,085.41
5	VC-SRM5-25S-P-SSS-C	Production Support/Subscription for VMware vCenter for Site Recovery Manager 5 Standard (25 VM Pack) for 1 Year Instance Number: 131803219 10/11/2013 to 8/31/2014	1.00	$1,085.41	$1,085.41
6	VS5-ENT-P-SSS-C	Production Support/Subscription for VMware vSphere 5 Enterprise for 1 processor for 1 year Instance Number: 111647271 10/31/2013 to 8/31/2014	12.00	$600.81	$7,209.72
7	VS5-ENT-G-SSS-C	Basic Support/Subscription for VMware vSphere 5 Enterprise for 1 processor for 1 year Instance Number: 102865521 2/12/2012 to 8/31/2014	6.00	$1,844.77	$11,068.62
				Sub Total:	**$41,998.69**
				Grand Total:	**$41,998.69**

Quote valid for 30 days unless otherwise noted.

Additional Terms
The following terms and conditions ("Additional Terms") shall govern this ORDER/PROPOSAL unless a valid Master Services & Product Agreement has been executed between the parties for professional services and/or product and is in force at the time this ORDER/PROPOSAL is executed, in which case the terms of the Master Services & Product Agreement shall govern to the extent that they are inconsistent with this ORDER/PROPOSAL.

1. Purchase Orders, Invoicing, Payment and Acceptance. Any purchase order submitted by CLIENT in connection with this ORDER/PROPOSAL shall be deemed subject to these Additional Terms and this ORDER/PROPOSAL. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by PRESIDIO. PRESIDIO'S performance of such purchase order shall not constitute INX LLC's ("INX LLC" or "PRESIDIO") acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants PRESIDIO the right to invoice CLIENT and authorizes payment to PRESIDIO for the amounts owed. Further, CLIENT represents that PRESIDIO can rely on such CLIENT signature for payment.
PRESIDIO shall invoice CLIENT for the Products and/or Services in accordance with the terms stated in the ORDER/PROPOSAL. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card. CLIENT shall make payment to PRESIDIO within thirty (30) days from the date of invoice. Except for taxes due on PRESIDIO's net income, CLIENT shall pay all taxes. PRESIDIO reserves the right to bill CLIENT for additional work requested by CLIENT and performed by PRESIDIO, and for applicable expenses incurred by PRESIDIO pursuant to providing such additional services, which are not described in this ORDER/ PROPOSAL.
Unless otherwise indicated in this ORDER/PROPOSAL, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this ORDER/PROPOSAL, Projects shall be deemed accepted upon the earlier of PRESIDIO's receipt a signed Project Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or sixty (60) calendar days from the date of the delivery of the final Project deliverable.
2. Purchase of Product. All Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products shall be deemed accepted upon delivery.
3. Limitations of Warranties. PRESIDIO warrants that Services shall be provided by competent personnel in accordance with applicable professional standards. ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES, IF ANY, ARE PASSED THROUGH TO CLIENT.
4. Intellectual Property. CLIENT acknowledges that PRESIDIO, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any PRESIDIO software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by PRESIDIO, it is provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
5. Confidential Information. The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Proposal. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.
6. Limitation of Liability. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, PRESIDIO will have no responsibility for the adequacy or performance of (i) any third party software provided to PRESIDIO under this agreement; (ii) any hardware, and (iii) any services provided by any third party.
7. Non-Solicitation Provision. During the term of this ORDER/PROPOSAL and for twelve (12) months thereafter, neither party will solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was introduced as a result of this ORDER/PROPOSAL. Should a party solicit and/or hire such an employee or contractor from the other party, the soliciting and/or hiring party shall pay to the other party an administrative fee equal to 1 year's salary of the employee's new salary at the soliciting and/or hiring party's new company.
8. Equal Opportunity/Affirmative Action Employer. PRESIDIO is an Equal Opportunity/Affirmative Action Employer. All qualified applicants will receive consideration for employment without regard to race, age, color, religion, gender, national origin, disability, sexual orientation, or veteran status.
9. Export Law Compliance. CLIENT has been advised that all Products purchased hereunder and PRESIDIO Confidential Information are subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.
10. Document Control/Responsibility. CLIENT is responsible for maintaining its own procedures for the reconstruction of lost or altered files, backup or saving of data or programs to the extent deemed necessary by CLIENT and for actually reconstructing any lost or altered files, data or programs. PRESIDIO assumes no responsibility for the protection of CLIENT'S data. PRESIDIO is not liable for damage to software or data caused by service to the computer hardware equipment. CLIENT agrees that it shall have the sole responsibility for safeguarding the software and data during service work performed by PRESIDIO. PRESIDIO is not liable for software damage due to any outside factor, i.e. software virus.
11. Force Majeure. Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
12. Choice of Law and Venue. The parties will attempt to settle any claim or controversy arising under this ORDER/PROPOSAL through consultation and negotiation in good faith and a spirit of mutual cooperation. This ORDER/PROPOSAL and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas. Any dispute relating directly or indirectly to this ORDER/PROPOSAL or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Dallas County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this ORDER/PROPOSAL.
13. CLIENT Credit. As an inducement to provide the Services and/or the Products, CLIENT hereby represents and warrants that it is solvent, that it pays its obligations as they come due. CLIENT agrees that PRESIDIO that PRESIDIO has the right to obtain the credit history of the applicant and authorizes PRESIDIO to secure such information by its signature herein.

14. Financing. In the event CLIENT finances the Products and/or Services on the ORDER/PROPOSAL via a lease, CLIENT shall remain ultimately responsible for all payments to PRESIDIO and for providing all requisite information and documentation to the third party financing/leasing company.

15. Miscellaneous. This ORDER/PROPOSAL constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this ORDER/PROPOSAL shall be incorporated. This ORDER/PROPOSAL shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by PRESIDIO be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional ORDER/PROPOSAL, as appropriate. PRESIDIO will invoice CLIENT for any additional work performed and expenses incurred which are not described in this ORDER/PROPOSAL. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Each party has had an opportunity to consult with advisors of its own choosing, including legal counsel and/or accountants and has been advised regarding the legal and/or tax effects of this document.

16. Severability. The provisions of this Agreement are severable. If any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

Each party has had an opportunity to consult with advisors of its own choosing, including legal counsel and/or accountants and has been advised regarding the legal and/or tax effects of this ORDER.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

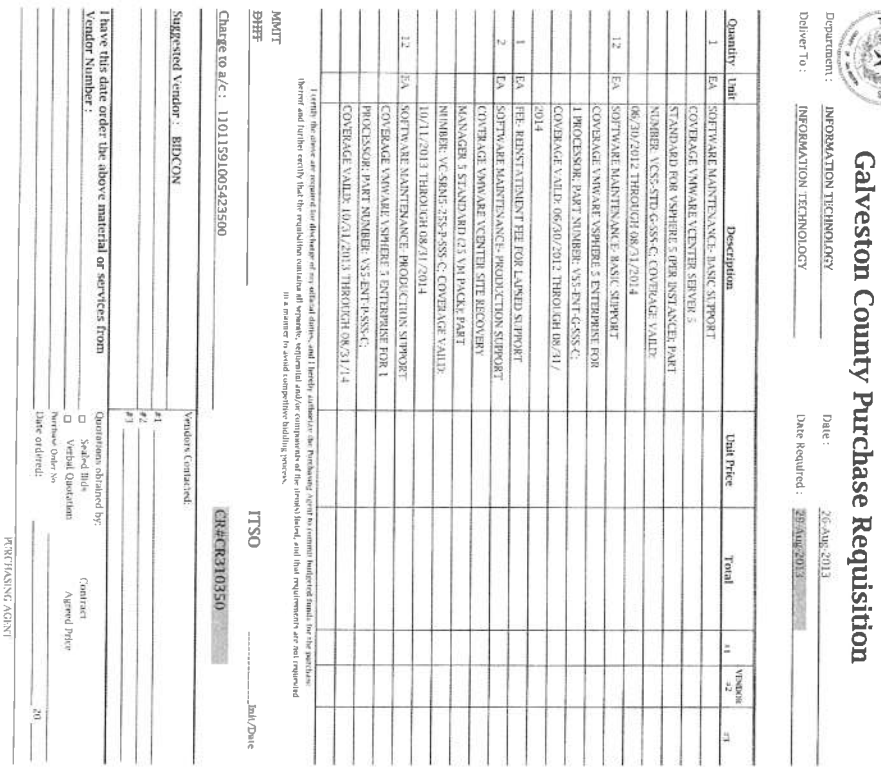
Customer Signature	Date
Presidio Representative	Date

Xerox WorkCentre 7345
Transmission Report

Date & Time : 08/26/2013 11:43 AM
Page : 1(Last Page)

Document has been sent.

Job Date & Time 08/26/2013 11:43 AM



Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY
Deliver To : INFORMATION TECHNOLOGY
Date : 26-Aug-2013
Date Required : 29-Aug-2013

Quantity	Unit	Description	Unit Price	Total	Vendor #1	Vendor #2	Vendor #3
1	EA	SOFTWARE MAINTENANCE- BASIC SUPPORT					
		COVERAGE VMWARE VCENTER SERVER 5					
		STANDARD FOR VSPHERE 5 PER INSTANCE; PART					
		NUMBER: VCSS-STD-G-SSS-C; COVERAGE VAILD:					
		06/30/2012 THROUGH 08/31/2014					
12	EA	SOFTWARE MAINTENANCE- BASIC SUPPORT					
		COVERAGE VMWARE VSPHERE 5 ENTERPRISE FOR					
		1 PROCESSOR; PART NUMBER: VS5-ENT-G-SSS-C;					
		COVERAGE VAILD: 06/30/2012 THROUGH 08/31/					
		2014					
1	EA	FEE- REINSTATEMENT FEE FOR LAPSED SUPPORT					
2	EA	SOFTWARE MAINTENANCE- PRODUCTION SUPPORT					
		COVERAGE VMWARE VCENTER SITE RECOVERY					
		MANAGER 5 STANDARD (25 VM PACK); PART					
		NUMBER: VC-SRM5-25S-P-SSS-C; COVERAGE VAILD:					
		10/11/2013 THROUGH 08/31/2014					
12	EA	SOFTWARE MAINTENANCE- PRODUCTION SUPPORT					
		COVERAGE VMWARE VSPHERE 5 ENTERPRISE FOR 1					
		PROCESSOR; PART NUMBER: VS5-ENT-P-SSS-C;					
		COVERAGE VAILD: 10/31/2013 THROUGH 08/31/14					

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
DHFF _____ ITSO _____ Init/Date

Charge to a/c : 1101159100542350 CR#CR310350

Suggested Vendor : BIDCON

Vendors Contacted:
#1
#2
#3

I have this date order the above material or services from Vendor Number :

Quotations obtained by:
☐ Sealed Bids
☐ Verbal Quotation
Contract
Agreed Price
Purchase Order No
Date ordered: _____ 20 ____

PURCHASING AGENT

Date & Time Sent	Recipient Information	Result
08/26/2013 11:43 AM	Erin.Quiroga@co.galveston.tx.us	Completed
08/26/2013 11:43 AM	prodoc@co.galveston.tx.us	Completed
08/26/2013 11:43 AM	IT-Admin@co.galveston.tx.us	Completed

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DRKN516	3269894	9/5/2013

BILL TO:
GALVESTON COUNTY AUDITORS OFFICE
PO BOX 1418

Accounts Payable
GALVESTON , TX 77553-1418

Customer Phone #

SHIP TO:
GALVESTON COUNTY AUDITORS OFFICE
Attention To: INFORMATION TECHNOLOGY
722 21ST ST
2ND FL

GALVESTON , TX 77550-2317
Contact: LAUREN MICHAELS 409.765.2602

Customer P.O. # CR310350 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
CHRIS FUCHS 866.339.4117	ELECTRONIC DISTRIBUTION	Net 30 Days-Govt State/Local	GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2482973	VMWARE VCENTER SRV 5 STD BSNS Mfg#: VCS5-STD-G-SSS-C-R Contract: MARKET Start Date: 30-Jun-12 End Date: 31-Aug-14 Electronic distribution - NO MEDIA	2,646.69	2,646.69
6	2482972	VMWARE VSPHERE 5 ENT 1P BSNS Mfg#: VS5-ENT-G-SSS-C-R Contract: MARKET Start Date: 30-Jun-12 End Date: 31-Aug-14 Electronic distribution - NO MEDIA	1,523.92	9,143.52
6	2482972	VMWARE VSPHERE 5 ENT 1P BSNS Mfg#: VS5-ENT-G-SSS-C-R Contract: MARKET Start Date: 30-Jun-12 End Date: 31-Aug-14 Electronic distribution - NO MEDIA	1,523.92	9,143.52
1	2605413	VMWARE VCTR SRM 5 STD 25VM PK PSNS Mfg#: VCSRM525SPSSSCR Contract: MARKET Start Date: 11-Oct-13 End Date: 31-Aug-14 Electronic distribution - NO MEDIA	1,054.40	1,054.40
1	2605413	VMWARE VCTR SRM 5 STD 25VM PK PSNS Mfg#: VCSRM525SPSSSCR Contract: MARKET Start Date: 11-Oct-13 End Date: 31-Aug-14 Electronic distribution - NO MEDIA	1,054.40	1,054.40
12	2482957	VMWARE VSPHERE 5 ENT 1P 1Y PSNS Mfg#: VS5-ENT-P-SSS-C-R Contract: MARKET Start Date: 31-Oct-13 End Date: 31-Aug-14 Electronic distribution - NO MEDIA	583.64	7,003.68
6	2482972	VMWARE VSPHERE 5 ENT 1P BSNS Mfg#: VS5-ENT-G-SSS-C-R Contract: MARKET Start Date: 12-Feb-12 End Date: 31-Aug-14 Electronic distribution - NO MEDIA	1,792.05	10,752.30
		SUBTOTAL		40,798.51
		FREIGHT		0.00

		TAX		0.00
				US Currency
			TOTAL	40,798.51

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.8262

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdw.com/content/terms-conditions/product-sales.asp
For more information, contact a CDW account manager.

CR310350

Unique Digital Inc.
"Inspiration Meets Integration"

Quote

Date	Quote #
13-Aug-13	Galveston_081313_VMware_Maint_1year

Bill To:
Galveston County
722 Moody Ave., Suite 202
Galveston, TX 77550
RFP 09/052JC-27

Ship To:
Same

Sales Rep:
Allison Zayler
Unique Digital, Inc.
10595 Westoffice Drive
Houston, TX 77042
(713) 777-0447

Item #	Description VMware Maintenance Renewal	Qty	Unit Price	Ext. Price
1	VCS5-STD-G-SSS-C Basic Support Coverage VMware vCenter Server 5 Standard for vSphere 5 (Per Instance); Coverage valid 06-30-2012 through 08-31-2014	1	$2,279.06	$2,279.06
2	VS5-ENT-G-SSS-C Basic Support Coverage VMware vSphere 5 Enterprise for 1 processor; Coverage valid 06-30-2012 through 08-31-2014	12	$1,312.25	$15,747.02
3	Reinstatement Fee for Lapsed Support	1	$3,523.39	$3,523.39
4	VC-SRM5-25S-P-SSS-C Production Support Coverage VMware vCenter Site Recovery Manager 5 Standard (25 VM Pack); Coverage valid 10-11-2013 through 08-31-2014	2	$1,085.41	$2,170.82
5	VS5-ENT-P-SSS-C Production Support Coverage VMware vSphere 5 Enterprise for 1 processor; Coverage valid 10-31-2013 through 08-31-2014	12	$600.81	$7,209.70
6	VS5-ENT-G-SSS-C Basic Support Coverage VMware vSphere 5 Enterprise for 1 processor; Coverage valid 02-12-2012 through 08-31-2014	6	$1,542.27	$9,253.61
7	Reinstatement Fee for Lapsed Support	1	$1,814.98	$1,814.98
			SUBTOTAL	$41,998.58

Subtotal	$41,998.58
Estimated Sales Tax	Exempt
Estimated Shipping	N/A
Total	$41,998.58

SIGNATURE

** *Leasing Options Available*
** *Restocking Fees May Apply if Purchase Order Cancelled*
** *4% Credit Card Fee Applicable*
** *Terms: Net 30*

CK31020

PRESIDIO.

INX LLC, A Presidio Company

Quote #: 11420788-01
Date: 08/23/2013

Title: Galveston County - VMware Renewal - August 2013

To: Claudia Perez
Galveston County
PO Box 1418
GALVESTON, TX 77553

Phone: *
Email: claudia.perez@co.galveston.tx.us

From: Jonathan Magee
INX LLC, a Presidio Company
11757 Katy Freeway
Suite 1150
Houston, TX 77079

Phone: 469.549.9879
Fax:
Email: jmagee@presidio.com
Account Manager: Beth Heyn

#	Part #	Description	Qty	Price	Ext Price
1	VCS5-STD-G-SSS-C	Basic Support/Subscription for vCenter Server 5 Standard for vSphere 5 for 1 Year Instance Number: 104335867 6/30/2012 to 8/31/2014	1.00	$2,724.53	$2,724.53
2	VS5-ENT-G-SSS-C	Basic Support/Subscription for VMware vSphere 5 Enterprise for 1 processor for 1 year Instance Number: 104335852 6/30/2012 to 8/31/2014	6.00	$1,568.75	$9,412.50
3	VS5-ENT-G-SSS-C	Basic Support/Subscription for VMware vSphere 5 Enterprise for 1 processor for 1 year Instance Number: 104335868 6/30/2012 to 8/31/2014	6.00	$1,568.75	$9,412.50
4	VC-SRM5-25S-P-SSS-C	Production Support/Subscription for VMware vCenter for Site Recovery Manager 5 Standard (25 VM Pack) for 1 Year Instance Number: 131803220 10/11/2013 to 8/31/2014	1.00	$1,085.41	$1,085.41
5	VC-SRM5-25S-P-SSS-C	Production Support/Subscription for VMware vCenter for Site Recovery Manager 5 Standard (25 VM Pack) for 1 Year Instance Number: 131803219 10/11/2013 to 8/31/2014	1.00	$1,085.41	$1,085.41
6	VS5-ENT-P-SSS-C	Production Support/Subscription for VMware vSphere 5 Enterprise for 1 processor for 1 year Instance Number: 111647271 10/31/2013 to 8/31/2014	12.00	$600.81	$7,209.72
7	VS5-ENT-G-SSS-C	Basic Support/Subscription for VMware vSphere 5 Enterprise for 1 processor for 1 year Instance Number: 102865521 2/12/2012 to 8/31/2014	6.00	$1,844.77	$11,068.62
				Sub Total:	**$41,998.69**
				Grand Total:	**$41,998.69**

Quote valid for 30 days unless otherwise noted.

Additional Terms

The following terms and conditions ("Additional Terms") shall govern this ORDER/PROPOSAL unless a valid Master Services & Product Agreement has been executed between the parties for professional services and/or product and is in force at the time this ORDER/PROPOSAL is executed, in which case the terms of the Master Services & Product Agreement shall govern to the extent that they are inconsistent with this ORDER/PROPOSAL.

1. Purchase Orders, Invoicing, Payment and Acceptance. Any purchase order submitted by CLIENT in connection with this ORDER/PROPOSAL shall be deemed subject to these Additional Terms and this ORDER/PROPOSAL. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by PRESIDIO. PRESIDIO'S performance of such purchase order shall not constitute INX LLC's ("INX LLC" or "PRESIDIO") acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants PRESIDIO the right to invoice CLIENT and authorizes payment to PRESIDIO for the amounts owed. Further, CLIENT represents that PRESIDIO can rely on such CLIENT signature for payment.

PRESIDIO shall invoice CLIENT for the Products and/or Services in accordance with the terms stated in the ORDER/PROPOSAL. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card. CLIENT shall make payment to PRESIDIO within thirty (30) days from the date of invoice. Except for taxes due on PRESIDIO's net income, CLIENT shall pay all taxes. PRESIDIO reserves the right to bill CLIENT for additional work requested by CLIENT and performed by PRESIDIO, and for applicable expenses incurred by PRESIDIO pursuant to providing such additional services, which are not described in this ORDER/ PROPOSAL.

Unless otherwise indicated in this ORDER/PROPOSAL, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this ORDER/PROPOSAL, Projects shall be deemed accepted upon the earlier of PRESIDIO's receipt a signed Project Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or sixty (60) calendar days from the date of the delivery of the final Project deliverable.

2. Purchase of Product. All Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products shall be deemed accepted upon delivery.

3. Limitations of Warranties. PRESIDIO warrants that Services shall be provided by competent personnel in accordance with applicable professional standards. ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES, IF ANY, ARE PASSED THROUGH TO CLIENT.

4. Intellectual Property. CLIENT acknowledges that PRESIDIO, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any PRESIDIO software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by PRESIDIO, it is provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.

5. Confidential Information. The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Proposal. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.

6. Limitation of Liability. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, PRESIDIO will have no responsibility for the adequacy or performance of (i) any third party software provided to PRESIDIO under this agreement; (ii) any hardware, and (iii) any services provided by any third party.

7. Non-Solicitation Provision. During the term of this ORDER/PROPOSAL and for twelve (12) months thereafter, neither party will solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was introduced as a result of this ORDER/PROPOSAL. Should a party solicit and/or hire such an employee or contractor from the other party, the soliciting and/or hiring party shall pay to the other party an administrative fee equal to 1 year's salary of the employee's new salary at the soliciting and/or hiring party's new company.

8. Equal Opportunity/Affirmative Action Employer. PRESIDIO is an Equal Opportunity/Affirmative Action Employer. All qualified applicants will receive consideration for employment without regard to race, age, color, religion, gender, national origin, disability, sexual orientation, or veteran status.

9. Export Law Compliance. CLIENT has been advised that all Products purchased hereunder and PRESIDIO Confidential Information are subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

10. Document Control/Responsibility. CLIENT is responsible for maintaining its own procedures for the reconstruction of lost or altered files, backup or saving of data or programs to the extent deemed necessary by CLIENT and for actually reconstructing any lost or altered files, data or programs. PRESIDIO assumes no responsibility for the protection of CLIENT'S data. PRESIDIO is not liable for damage to software or data caused by service to the computer hardware equipment. CLIENT agrees that it shall have the sole responsibility for safeguarding the software and data during service work performed by PRESIDIO. PRESIDIO is not liable for software damage due to any outside factor, i.e. software virus.

11. Force Majeure. Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.

12. Choice of Law and Venue. The parties will attempt to settle any claim or controversy arising under this ORDER/PROPOSAL through consultation and negotiation in good faith and a spirit of mutual cooperation. This ORDER/PROPOSAL and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas. Any dispute relating directly or indirectly to this ORDER/PROPOSAL or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Dallas County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this ORDER/PROPOSAL.

13. CLIENT Credit. As an inducement to provide the Services and/or the Products, CLIENT hereby represents and warrants that it is solvent, that it pays its obligations as they come due. CLIENT agrees that PRESIDIO that PRESIDIO has the right to obtain the credit history of the applicant and authorizes PRESIDIO to secure such information by its signature herein.

14. Financing. In the event CLIENT finances the Products and/or Services on the ORDER/PROPOSAL via a lease, CLIENT shall remain ultimately responsible for all payments to PRESIDIO and for providing all requisite information and documentation to the third party financing/leasing company.

15. Miscellaneous. This ORDER/PROPOSAL constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this ORDER/PROPOSAL shall be incorporated. This ORDER/PROPOSAL shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by PRESIDIO be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional ORDER/PROPOSAL, as appropriate. PRESIDIO will invoice CLIENT for any additional work performed and expenses incurred which are not described in this ORDER/PROPOSAL. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Each party has had an opportunity to consult with advisors of its own choosing, including legal counsel and/or accountants and has been advised regarding the legal and/or tax effects of this document.

16. Severability. The provisions of this Agreement are severable. If any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

Each party has had an opportunity to consult with advisors of its own choosing, including legal counsel and/or accountants and has been advised regarding the legal and/or tax effects of this ORDER.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

Presidio Representative _____ Date _____

vmware

VMware, Inc. Support and Subscription Services "SnS" Terms and Conditions

VMware, Inc., a Delaware corporation, or VMware International Limited, a company organized under the laws of Ireland, as applicable (**"VMware"**), shall provide Technical Support and Subscription Services (as defined herein) (collectively, the **"Services"**) to the Customer, per the terms of this Agreement (the "**Agreement**") and as set forth at the VMware Support Services Website, at http://www.vmware.com/support/services/. The applicable VMware entity, **Effective Date**, **Software**, and Services level will be set forth on the applicable enterprise license agreement, SnS order form, Customer's purchase order, or, if Customer has purchased support on a per-incident basis (**"Per Incident"**), in the registration form completed by Customer upon such purchase (collectively the **"Order"**).

1. Definitions.

1.1 "**Error**" means a failure in the Software to materially conform to the specifications described in the applicable product documentation ("**Documentation**").

1.2 "**Modified Code**" means any modification, addition and/or development of code scripts deviating from the predefined product code tree(s)/modules developed by VMware for production deployment or use. Modified Code excludes customizable Software options for which VMware offers Services on the applicable VMware price list.

1.3 "**Services Fees**" means the fees for Services specified in a corresponding VMware or reseller invoice.

1.4 "**Services Period**" means the period for which Customer has purchased the Services and any subsequent renewal periods and shall commence: (a) for Software Licenses for which Services are mandatory, on the date the applicable Software License Key(s) are made available for download, and (b) for Software Licenses for which Services are optional, on the date of purchase of the Services.

1.5 "**Severity**" is a measure of the relative impact an Error has on the use of the Software, as determined by VMware. The following Severity levels apply to all Software:

(a) "**Severity One**" means Customer's production server or other mission critical system(s) are down and no workaround is immediately available and (i) all or a substantial portion of Customer's mission critical data is at a significant risk of loss or corruption; (ii) Customer has had a substantial loss of service; or (iii) Customer's business operations have been severely disrupted.

(b) "**Severity Two**" means that major functionality is severely impaired such that (i) operations can continue in a restricted fashion, although long-term productivity might be adversely affected; (ii) a major milestone is at risk; ongoing and incremental installations are affected; or (iii) a temporary workaround is available.

(c) "**Severity Three**" means a partial, non-critical loss of functionality of the software such that: (i) the operation of some component(s) is impaired but allows the user to continue using the Software; or (ii) initial installation milestones are at minimal risk.

(d) "**Severity Four**" means (i) general usage questions and cosmetic issues, including errors in the Documentation, and (ii) cases opened via email for Zimbra Software.

1.6 "**Software**" means software offered on the VMware price list, and all components shipped with the Software, including Open Source components.

1.7 "**Subscription Services**" means the provision of Maintenance Releases, Minor Releases and Major Releases (each defined below), if any, to the Software, as well as corresponding Documentation, to Customer.

(a) "**Maintenance Release**" or "**Update**" means a generally available release of the Software that typically provides maintenance corrections or fixes only, designated by VMware by means of a change in the digit to the right of the second decimal point (e.g. Software 5.0 >> Software 5.0.1) or, for certain Software, by means of a change in the digit of the Update number (e.g. Software 5.0 Update 1).

(b) "**Minor Release**" means a generally available release of the Software that (i) introduces a limited amount of new features and functionality, and (ii) is designated by VMware by means of a change in the digit to the right of the decimal point (e.g., Software 5.0>>Software 5.1).

(c) "**Major Release,**" also known as an "**Upgrade,**" means a generally available release of the Software that (i) contains functional enhancements or extensions, and (ii) is designated by VMware by means of a change in the digit to the left of the first decimal point (e.g., Software 5.0 >> Software 6.0).

1.8 "**Technical Support**" means the provision of telephone or web-based technical assistance by VMware to Customer's technical contact(s) with respect to installation and Errors, at the corresponding Services level purchased by Customer.

1.9 "**Third Party Products**" means any software or hardware that (i) is manufactured by a party other than VMware and (ii) has not been incorporated into the Software.

vmware®

2. Service Terms.

2.1 Provision of Services. Subject to the terms of this Agreement, VMware shall, during the Services Period, provide Customer with Services at the applicable Services level purchased.

2.2 End of Availability. VMware may, at its discretion, decide to retire Software and/or Services from time to time (**"End of Availability"**). VMware shall post notice of End of Availability, including the last date of general commercial availability of the affected Software and the timeline for discontinuing Services, at https://www.vmware.com/support/policies/lifecycle.html. VMware shall have no obligation to provide Services for Software that is outside of the applicable Services life.

2.3 Purchase Requirements.

(a) Except as otherwise provided by VMware, Customer may purchase initial Services only for the most current, generally available release of the Software.

(b) Customer must purchase and/or renew Services at the same Services level for all of the Software in a given environment (e.g., Test, Development, QA, and Production).

(c) Except as otherwise provided in the applicable price list, the minimum term for any Services offering is one (1) year.

(d) These Services Terms and Conditions will automatically update to VMware's then-current Services terms and conditions set forth at https://www.vmware.com/files/pdf/support/support_terms_conditions.pdf upon any renewal of Services.

2.4 Exclusions.

(a) Services do not cover problems caused by the following:

(i) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; failure of rotation media not furnished by VMware; operation of the Software with other media not in accordance with the manufacturer's specifications; or causes other than ordinary use;

(ii) improper installation by Customer or use of the Software that deviates from any operating procedures as specified in the Documentation;

(iii) Third Party Products, other than the interface of the Software with the Third Party Products;

(iv) Modified Code;

(v) issues relating to Software offered as a Service ("SaaS");

(vi) any customized deliverables created by VMware specifically for Customer as part of consulting services; or

(viii) use of the Software with unsupported tools (e.g., Java Development Kit (JDK); Java Runtime Environment (JRE)), APIs, interfaces or data formats other than those included with the Software and supported as set forth in the Documentation; or

(vii) any issue not covered by Technical Support.

Customer may request assistance from VMware for such problems, for an additional fee.

(b) If VMware suspects that a reported problem may be related to Modified Code, VMware, may, in its sole discretion, (i) request that the Modified Code be removed, and/or (ii) inform Customer that additional assistance may be obtained by Customer directly from various product discussion forums or by engaging VMware's consulting services group for an additional fee.

2.5 Customer Responsibilities. VMware's obligations regarding Services are subject to the following:

(a) Customer agrees to receive from VMware communications regarding Services via e-mail, telephone, and other formats (such as communications concerning support coverage, Errors or other technical issues and the availability of new releases of the Software).

(b) Customer's technical contact shall cooperate to enable VMware to deliver the Services.

(c) Customer is solely responsible for the use of the Software by its personnel and shall properly train its personnel in the use and application of the Software.

(d) Customer shall promptly report to VMware all problems with the Software, and shall implement any corrective procedures provided by VMware reasonably promptly upon receipt of such request.

(e) Customer is solely responsible for protecting and backing up the data and information stored on the computers on which the Software is used, and should confirm that such data and information is protected and backed up in accordance with any internal or regulatory

requirements as applicable before contacting VMware for Technical Support. VMware is not responsible for lost data or information in the event of errors or other malfunction of the Software or computers on which the Software is used.

(f) Customer will have dedicated resources available to work 24X7 on Severity One Errors.

3. Services Offerings and Fees.

3.1 Services Fee Terms.

(a) Services Fees are payable on the Effective Date or, in the case of a renewal term, no later than the date of commencement of the applicable Services Period. Services Fees are non-refundable.

(b) If Customer renews or adds a Services offering that has a minimum term of one (1) year, Customer may elect to make Services for all or a portion of its Software licenses coterminous with the renewed or added Services. In such case, VMware will prorate the applicable Services Fees to extend the current Services Period to make it coterminous with such renewed or added Services.

(c) For Software that is licensed on a perpetual basis, if a Customer purchases Services after acquiring the Software licenses, or had elected not to renew Services and later wishes to re-enroll in the Services, Customer must move to the then-current Major Release of the Software and must pay: (i) the applicable Services Fees for the current Services Period; (ii) the amount of Services Fees that would have been paid for the period of time that Customer had not enrolled in the Services, and (iii) a twenty-percent (20%) reinstatement fee on the sum of the Services Fees in (i) and (ii).

(d) In cases where Customer purchases a license to migrate up from one edition of the Software to another (e.g., VMware vSphere Standard to VMware vSphere Enterprise Plus), any unused period of the Services Period on the original license will be converted and used to extend the Services Period for the newly purchased upgraded license. This paragraph (d) shall not apply to enterprise license agreements.

(e) If Customer originally purchased Services from a VMware Authorized Service Provider and is now renewing only Technical Support through such VMware Authorized Service Provider, Customer may purchase Subscription Services separately on a renewal basis directly from VMware. The renewal fee for such Subscription Services shall be as set forth in the applicable price list. "**Authorized Service Provider**" means a third party that is authorized by VMware to provide first and/or second level Technical Support for the Software.

3.2 Advanced and Complimentary Offerings.

(a) Certain Services (e.g., Business Critical Support and Mission Critical Support) require that Customer also purchase a base level of support. See the applicable price list for details.

(b) VMware may offer complimentary Services, including VMware Complimentary Update Services for certain Software, as more fully described at the VMware Technical Support Services website. "**VMware Complimentary Update Services**" means the provision of Maintenance Releases and Minor Releases, if any, to Customer. This VMware Complimentary Update Service does not include the provision of any Major Releases.

(c) Services for Software made available under open source licenses may be subject to additional policies located at https://www.vmware.com/support/policies/opensource.html.

4. Miscellaneous Terms.

4.1 Payment Terms. Services Fees are exclusive of any taxes, duties, or similar charges imposed by any government. Customer shall pay or reimburse VMware for all federal, state, dominion, provincial, or local sales, use, personal property, excise, value added, withholding or other taxes, fees, or duties relating to the transactions contemplated by this Agreement (other than taxes on the net income of VMware). All invoices issued hereunder by VMware are due and payable within thirty (30) days of the date of the invoice. Amounts not paid on time are subject to a late charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by applicable law. If payment of any Services Fee is overdue, VMware may also suspend performance until such delinquency is corrected.

4.2 Limited Warranty. VMware warrants that the Services to be performed hereunder will be done in a workmanlike manner and shall conform to industry standards. Upon Customer providing VMware with a reasonably detailed written notice to cure within thirty (30) days of occurrence of the nonconformance, VMware will re-perform the Services to achieve commercially reasonable conformance with the above warranty. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS REMEDY WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMANCE OF SERVICES.

4.3 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VMWARE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY,

ARISING FROM ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO CUSTOMER. VMWARE'S LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE SERVICES FEES PAID BY CUSTOMER TO VMWARE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT MOST DIRECTLY GIVING RISE TO THE CLAIM.

4.4 Termination. VMware may terminate this Agreement and all Services at any time if (1) it is discovered that Customer is currently in breach of its Software license restrictions, pursuant to Customer's Software license or (2) Customer is in material breach of this Agreement.

4.5 Data Protection. Customer acknowledges that correspondence and log files generated in conjunction with a request for Services may contain sensitive, confidential or personal information. Customer is solely responsible for taking the steps it considers necessary to protect such data, including obfuscating the logs or otherwise guarding such information prior to sending it to VMware.

4.6 Other. Customer may not assign or delegate this Agreement to any third party without the prior written consent of VMware. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California. This Agreement constitutes the entire agreement of the parties with respect to the provision of the Services by VMware to Customer, and supersedes all prior written or oral communications, understandings and agreements. This Agreement may not be amended except in a written document signed by both parties. Any waiver of the provisions of this Agreement must be in writing to be effective. Except as expressly set forth herein, no terms of any purchase order or other business form that Customer may use will affect the obligations of the parties under this Agreement, and any such purchase order or other business form of Customer which contains additional or conflicting terms is hereby rejected by VMware. Customer agrees that purchase orders do not have to be signed to be valid and enforceable. If any provision of this Agreement is found to be invalid or unenforceable, the remaining terms will continue to be valid and enforceable to the fullest extent permitted by law. The version of the Technical Support Guide found at https://www.vmware.com/files/pdf/support/tech_support_guide.pdf and the policies located at https://www.vmware.com/support/policies/index/ are the governing versions of such documents/policies; any translation into other languages is for convenience only. VMware may update the Technical Support Guide and support policies periodically, without prior notice.

AGENDA ITEM #15.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 09/10/2013	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: (Yes) No
4. Department Name: Information Technology	5. Department Contact: JJ Allen	
6. Description:	Hardware maintenance renewal for Data Domain model DD670 for 1 year.	
7. IFAS PEID No: 703308	8. IFAS Req No: CR310274	9. Orgkey: 1101159100 / 10. Object Code: 5423000
11. Vendor: SHI Govt Solutions	12. Vendor Contract No:	
13. Requested Legal Review: Yes / (No) (Explain if No)	No, standard terms and conditions.	

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	5423000	6000	4695				
22. Totals:		6,000	4,695	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 9/20/13	Auto Renewal Contract: Yes (No)	Bid No: N/A
Contract End Date: 9/20/14	Contract # Issued By Purchasing: CM13333	

Approved By:	Signature	Date
Department Head:		9/10/13
Purchasing Agent:		9-12-13
County Legal:		
County Budget Office:	Contract listed in Budget Documentation: YES (NO)	9/11/2013
County County Auditor:	Budget Available and Funds are/will be Available: (YES) NO	9/11/13

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 23-Aug-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 27-Aug-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	HARDWARE SUPPORT- DD670-12TB; EMC 5X9	3521.00	3521.00			
		ENHANCED HARDWARE SUPPORT FOR DD670, 12					
		TB, NFS, CIFS; S/N: 1F40938410					
1	EA	SOFTWARE SUPPORT- L-REP-670; EMC 5X9	1174.00	1174.00			
		ENHANCED SOFTWARE SUPPORT FOR DD670					
		REPLICATION LICENSE					
		TOTAL		4695.00			
		REQUESTED BY: CLAUDIA PEREZ					
		CALL NUMBER: 60860					
		FOR: HARDWARE MAINTENANCE RENEWAL FOR					
		DATADOMAIN MODEL DD670 FOR 1 YEAR 8X9					

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#CR310274

Suggested Vendor : ~~BIDCON~~ SHI

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from Vendor Number : 103308

Quotations obtained by:

☐ Sealed Bids Contract

☐ Verbal Quotation Agreed Price

Purchase Order No

Date ordered: _____ 20 _____

PURCHASING AGENT

Galveston County

INFORMATION TECHNOLOGY

5WH DATADOMAIN HARDWARE MAINTENANCE RENEWAL

Who: Infrastructure

What: Hardware maintenance renewal for DataDomain model DD670 for 1 year 8x9

Where: IT Datacenter

When: 8/20/2013

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 expires on 9/19/2013

How: Obtain quotes from vendor, issue purchase order. (see attached quote)

Planned Costs:

Item	Qty	Unit $	Total $
DD670-12TB EMC 5X9 Enhanced Hardware Support for DD670, 12TB, NFS, CIFS; S/N: 1F40938410			
L-REP-670 EMC 5X9 Enhanced Software Support for DD670 Replication License			

Estimated Total: $6,000

Charge to: _____5423000_____

Submitted by: **Claudia Perez** **Date:** **8/09/2013**

Approved by: _____ **Date:** _____

IT Director / Assistant IT Director

infra enterprise

Galveston County Information Technology

Call Report - Call Number 60860

Call Details as at 3:29:49 PM, 8/23/2013

Call Details

Type:	Request		
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:**	Courthouse Main
Outage Created:	N	**Logged By:**	Perez, Claudia
Call Priority:	Low	**Current Officer:**	Michaels, Lauren
Call State:	Open	**Current Group:**	Administration
Call Status:	Pending Delivery	**Forward to Officer:**	
Call Physical Status:	In Progress	**Forward to Group:**	

Call Description: Support renewal for Data Domain. See attached support documentation.

Call Dates, Times and Expenses

Logged:	8/9/2013 12:27:14 PM	**Time Solving:**	1 hr 10 mins	**Total Expenses:**	$0.00
Last Action:	8/23/2013 3:29:23 PM	**Downtime:**	339 hrs 2 mins		

Objects

Object Name	Upload/Update Date	Description	Security Profile
DataDomain maint 2013.docx	8/9/2013 12:30:21 PM	5WH	Unspecified
Galveston_062513_DD_Maint.pdf	8/9/2013 12:30:35 PM	Initial quote	Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
8/9/2013 12:27:14 PM	Perez, Claudia	Y	Unspecified	[Object DataDomain maint 2013.docx Uploaded] 5WH
8/9/2013 12:27:14 PM	Perez, Claudia	Y	Unspecified	[Object Galveston_062513_DD_Maint.pdf Uploaded] Initial quote
8/9/2013 12:27:14 PM	Perez, Claudia	N	Unspecified	[Call Updated]
8/9/2013 12:30:57 PM	Perez, Claudia	N	Unspecified	[Call Forward Internally to Group (Administration)]
8/9/2013 4:06:29 PM	Michaels, Lauren	N	Unspecified	[Open Forwarded Call by Michaels, Lauren]
8/9/2013 4:06:29 PM	Michaels, Lauren	N	Unspecified	[Call Updated]
				FILLED OUT THE PR, ENTERED INTO IFAS, AND EMAILED TO PURCHASING AS A BIDCON. CR309800
8/9/2013 4:07:11 PM	Michaels, Lauren	N	Unspecified	[Call Deferred : In progress] [In progress]
8/21/2013 3:53:11 PM	Michaels, Lauren	N	Unspecified	[Call Actioned by Michaels, Lauren]
8/21/2013 3:53:11 PM	Michaels, Lauren	N	Unspecified	[Call Updated]
				Erin emailed over the quotes this afternoon. JJ forwarded them over the Claudia and she informed me that she would like to go with CDW. I've emailed Erin and informed her of this.
8/21/2013 3:54:04 PM	Michaels, Lauren	N	Unspecified	[Call Deferred : In progress]
8/23/2013 10:04:22 AM	Michaels, Lauren	N	Unspecified	[Call Actioned by Michaels, Lauren]
8/23/2013 10:04:22 AM	Michaels, Lauren	N	Unspecified	[Object C310240.pdf Uploaded] C310240
8/23/2013 10:04:22 AM	Michaels, Lauren	N	Unspecified	[Call Updated]
				Attached is PO#C310240
8/23/2013 10:04:55 AM	Michaels, Lauren	N	Unspecified	

				[Call Deferred : Pending Delivery] [Pending Delivery]
8/23/2013 3:29:11 PM	Michaels, Lauren	N	Unspecified	[Call Actioned by Michaels, Lauren]
8/23/2013 3:29:11 PM	Michaels, Lauren	N	Unspecified	[Object C310240.pdf Deleted]

Pricing Proposal
Quotation #: 7014424
Reference #: CR310274
Created On: 8/28/2013
Valid Until: 9/19/2013

GALVESTON CO

Erin Quiroga
722 MOODY 202
ATTN: ACCOUNTS PAYABLE
GALVESTON, TX 77550
United States
Phone: (409) 770-5391
Fax: (409) 766-2521
Email: Erin.Quiroga@co.galveston.tx.us

Inside Account Manager

Meghan Reedy
1301 South Mo-Pac Expressway
Suite 375
Austin, TX 78746
Phone: 1-800-870-6079
Fax: 512-732-0232
Email: Meghan_Reedy@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	SYSTEM; DD670; 12TB; NFS; CIFS ENHANCED SYSTEM SUPPORT (DD) EMC - Part#: DD670-12TB **Note:** Terms: 09/20/13 - 09/20/14	1	$3,521.00	$3,521.00
2	LICENSE; REPLICATOR; DD670 ENHANCED SOFTWARE SUPPORT (DD) EMC - Part#: L-REP-670 **Note:** Terms: 09/20/13 - 09/20/14	1	$1,174.00	$1,174.00
			Total	$4,695.00

Additional Comments

Thank you for choosing SHI Government Solutions.

The Products and Services above are available from SHI Government Solutions via DIR Contract # DIR-SDD-2500

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Unique Digital Inc.
"Inspiration Meets Integration"

Quote

Date	Quote #
25-Jun-13	Galveston_062513_DD_Maint

Bill To:
Galveston County
722 Moody Ave., Suite 202
Galveston, Texas 77550

Ship To:
Same

Sales Rep:
Allison Zayler
Unique Digital, Inc.
10595 Westoffice Drive
Houston, TX 77042
(713) 777-0447

Item #	Description	Qty	Unit Price	Ext. Price
	Data Domain Support Renewal **Coverage valid 09-20-2013 through 09-19-2014**			
1	**DD670-12TB** EMC 5X9 Enhanced Hardware Support for DD670, 12TB, NFS, CIFS; S/N: 1F40938410	1	$4,500.00	**$4,500.00**
2	**L-REP-670** EMC 5X9 Enhanced Software Support for DD670 Replication License	1	$1,500.00	**$1,500.00**
			SUBTOTAL	**$6,000.00**

Subtotal	**$6,000.00**
Estimated Sales Tax	**EXEMPT**
Estimated Shipping	**Will Invoice**
Total	**$6,000.00**

SIGNATURE

*** Leasing Options Available*

*** Restocking Fees May Apply if Purchase Order Cancelled*

*** 4% Credit Card Fee Applicable*

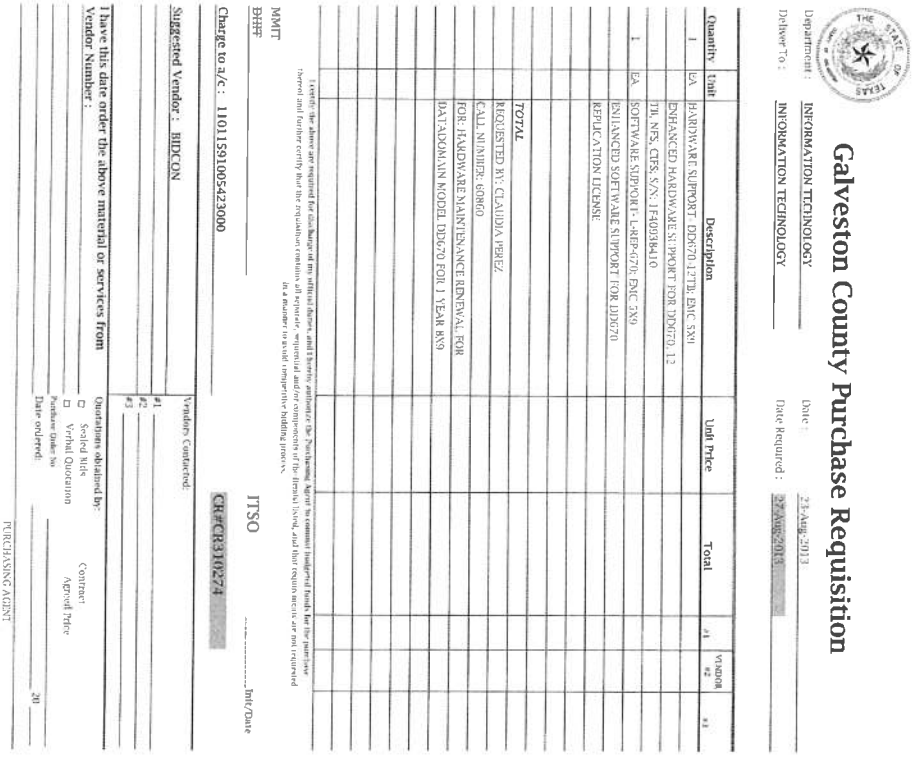
*** Terms: Net 30*

Xerox WorkCentre 7345
Transmission Report

Date & Time : 08/23/2013 03:49 PM
Page : 1(Last Page)

Document has been sent.

Job Date & Time 08/23/2013 03:49 PM



Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY
Deliver To : INFORMATION TECHNOLOGY
Date : 23-Aug-2013
Date Required : 27-Aug-2013

Quantity	Unit	Description	Unit Price	Total	VENDOR #1	VENDOR #2	VENDOR #3
1	EA	HARDWARE SUPPORT DDG70 127TB; EMC SX91					
		ENHANCED HARDWARE SUPPORT FOR DDG70 12					
		TB, NFS, CIFS. S/N: FH093B410					
1	EA	SOFTWARE SUPPORT-L-REP-670; EMC-7N9					
		ENHANCED SOFTWARE SUPPORT FOR DDG70					
		REPLICATION LICENSE					
		TOTAL					
		REQUESTED BY: CLAUDIA PEREZ					
		CALL NUMBER: 60860					
		FOR: HARDWARE MAINTENANCE RENEWAL FOR					
		DATADOMAIN MODEL DDG70 FOR 1 YEAR #X9					

I certify the above are required for the benefit of my official duties, and I hereby authorize the Purchasing Agent to commit budgetted funds for the purchase thereof and further certify that the requisition contains all essential and pertinent facts, terms listed, and that requisitions are not fractioned in a manner to avoid competitive bidding process.

MMIT
BHHF

ITSO
.....Int/Date

Charge to a/c : 1101159100542300 0

CR#CR310274

Suggested Vendor : BIDCON

Vendors Contacted:
#1
#2
#3

I have this date order the above material or services from Vendor Number :

Quotations obtained by:
☐ Sealed Bids
☐ Verbal Quotations
Purchase Order No
Date ordered:

Contract
Agreed Price
.....20

PURCHASING AGENT

Date & Time Sent	Recipient Information	Result
08/23/2013 03:49 PM	prodoc@co.galveston.tx.us	Completed
08/23/2013 03:49 PM	Erin.Quiroga@co.galveston.tx.us	Completed
08/23/2013 03:49 PM	IT-Admin@co.galveston.tx.us	Completed

CKS 10274

Unique Digital Inc.
"Inspiration Meets Integration"

Quote

Date	Quote #
25-Jun-13	Galveston_062513_DD_Maint

Bill To:
Galveston County
722 Moody Ave., Suite 202
Galveston, Texas 77550

Ship To:
Same

Sales Rep:
Allison Zayler
Unique Digital, Inc.
10595 Westoffice Drive
Houston, TX 77042
(713) 777-0447

Item #	Description Data Domain Support Renewal Coverage valid 09-20-2013 through 09-19-2014	Qty	Unit Price	Ext. Price
1	DD670-12TB EMC 5X9 Enhanced Hardware Support for DD670, 12TB, NFS, CIFS; S/N: 1F40938410	1	$4,500.00	$4,500.00
2	L-REP-670 EMC 5X9 Enhanced Software Support for DD670 Replication License	1	$1,500.00	$1,500.00
			SUBTOTAL	$6,000.00

Subtotal	$6,000.00
Estimated Sales Tax	EXEMPT
Estimated Shipping	Will Invoice
Total	$6,000.00

SIGNATURE

** *Leasing Options Available*
** *Restocking Fees May Apply if Purchase Order Cancelled*
** *4% Credit Card Fee Applicable*
** *Terms: Net 30*

CR310274

GovConnection™
IT Solutions for Government and Education

7503 Standish Place
Rockville, MD 20855

QUOTATION

Quote # 23492378.01

PLEASE REFER TO THE ABOVE QUOTE NUMBER WHEN ORDERING

Date: August 29, 2013
Valid through: September 28, 2013
Account #:

Account Executive: Peter DiGennaro
Phone: (800) 800-0019 ext. 75072
Fax: 603-683-0993
Email: pdigennaro@govconnection.com

QUOTE PROVIDED TO:
AB#: 2192825
COUNTY OF GALVESTON AUDITORS OFFICE
ACCOUNTS PAYABLE
PO BOX 1418
GALVESTON, TX 77553

SHIP TO:
AB#: 10957197
COUNTY OF GALVESTON
722 MOODY AVE 2ND FL
INFORMATION TECHNOLOGY
GALVESTON, TX 77550

DELIVERY	FOB	TERMS	CONTRACT ID #
1-30 Days A/R/O	Destination	NET 30	

*	Line #	Qty	Item #	Manuf. Part #	Description	Price	Ext
	1	1			SYSTEM; DD670; 12TB; NFS; CIFS ENHANCED SYSTEM SUPPORT (DD) DD670-12TB EMC	$3,509.70	$3,509.70
	2	1			LICENSE; REPLICATOR; DD670 ENHANCED SOFTWARE SUPPORT (DD) L-REP-670 EMC	$1,169.91	$1,169.91
		Lines:	2			Total Merchandise	$4,679.61
						Fee	
						Ship Via: Small Pkg Ground Service Level	. pounds
						Shipping and Handling	$0.00
						Tax	
						TOTAL	**$4,679.61**
						* Lease for as low as:	

CC 81024 14

Southern Computer Warehouse
1395 S Marietta Parkway
Bldg 300 Suite 106
Marietta, Georgia 30067
United States
http://www.scw.com

Quotation

Date
Aug 30, 2013 8:55 AM EDT

Doc #
816014 - rev 1 of 1

Description
CR310001 EMC

SalesRep
Kim, Jon
(P) 770-579-8927
(F) 770-579-8937

Customer Contact
Quiroga, Erin
(P) 409-770-5391
(F) 409-766-2521
Erin.Quiroga@co.galveston.tx.us

Customer
Galveston County TX (GT4418)
722 Moody St., Ste. 202
Galveston, Texas 77550
(P) (409) 770-5376

Bill To
Galveston County TX
ACCOUNTS, PAYABLE
PO Box 1418
Galveston, Texas 77553

Ship To
Galveston County TX
REF, PO
722 Moody AVE
2ND FL INTO TECH
Galveston, Texas 77550
(P) 409-770-5377

Customer PO:	**Terms:**	**Ship Via:**
None	Undefined	GROUND
Special Instructions:		**Carrier Account #:**
None		None

Item	Description	Part #	Qty	Tax	Unit Price	Total
1	EMC Data Domain DD670 - NAS server - 12 TB **Note:** **Please note that this item is Special Order and NON-RETURNABLE**	DD670-12TB	1	No	$3,551.82	$3,551.82
2	Data Domain Replicator License - 1 license - for Data Domain DD670 **Note:** **Please note that this item is Special Order and NON-RETURNABLE**	L-REP-670	1	No	$1,236.57	$1,236.57

This item ships directly from the MFR Please allow 10-14 business days for delivery

Maintenance Renewal start date 09/20/2013-09/30/2014

Subtotal:	$4,788.39
Tax (0.000%):	$0.00
Shipping:	$0.00
Total:	**$4,788.39**

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.

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.

Michaels, Lauren

From: Meghan Reedy [Meghan_Reedy@SHI.com]
Sent: Tuesday, September 10, 2013 10:26 AM
To: Michaels, Lauren
Subject: RE: Maintenance agreement/terms and conditions

Good morning,
They are below

TERMS AND CONDITIONS OF SALE

All quotations and sales by Arrow Electronics, Inc., its subsidiaries or affiliates ("Arrow") are subject to these terms and conditions and those on the front of this document.

1. Except as otherwise set forth on the front of this document: Terms of payment are net 30 days from invoice date; prices are FOB Arrow's facility; and prices do not include any taxes, freight, handling, duty or other similar charges, payment of which will be the sole responsibility of customer. Prices are conditioned upon timely payment and any past due balance will accrue interest at the monthly rate of one and one-half percent. Freight charges may be constructed on the basis of standard carrier tariffs and may not reflect actual transportation costs. Arrow reserves the right to modify terms prior to shipment, require payment in advance, or delay or cancel any shipment or order by reason of customer's creditworthiness or should customer fail to fulfill any obligation when due.

2. In the absence of prior agreement as to shipping, Arrow may select a carrier. Arrow's responsibility for any loss or damage ends, and title passes, when products are delivered to the carrier, to customer, or to customer's agent (including, without limitation, any test house or value added service provider), whichever occurs first. Customer will pay for storage charges if products are held by Arrow at customer's request pending instructions or rescheduled delivery.

3. Arrow warrants those products assembled or customized by it against defects caused solely by faulty assembly or customization for 90 days after delivery. All other products, and the components and materials utilized in any assembled or customized products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by Arrow or the manufacturer. Customer's exclusive remedy, if any, under these warranties is limited, at Arrow's election, to any one of (a) refund of customer's purchase price, (b) repair by Arrow or the manufacturer of any products found to be defective, or (c) replacement of any such product. Customer acknowledges that except as specifically set forth or referenced in this paragraph,

THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE) BY ARROW OR ANY OTHER PERSON, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS, THEIR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. ARROW ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR MANUFACTURER'S PRODUCT SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO ARROW BY OR ON BEHALF OF CUSTOMER. Use of the customer's part number on this document or on any products is for convenience only and does not constitute any representation by Arrow with respect to the performance, specifications, or fitness of any part for any purpose.

4. Arrow retains a purchase money security interest in all products sold by Arrow to customer, and in the proceeds of any resale of such products, until the purchase price and any other charges due to Arrow have been paid in full. Customer agrees to execute any financing statements Arrow may request in order to protect Arrow's security interest and hereby authorizes Arrow to execute and irrevocably appoints Arrow its attorney in fact for the execution of such financing statements. Upon any breach by customer of these terms and conditions, Arrow will have all rights and remedies of a secured party under the Uniform Commercial Code, which rights and remedies will be cumulative and not exclusive. Customer is responsible for all costs and expenses incurred by Arrow in collecting any sums owing by customer (which may include, but are not limited to, collection agency and reasonable attorneys' fees). If Arrow incurs costs collecting on any judgment arising out of customer's breach, customer will be responsible for them, and this provision will survive the entry of any such judgment. Arrow shall have the right to offset any sum owed by Arrow or any Arrow subsidiary to Customer against any sum owed by Customer to Arrow or any Arrow subsidiary. All transactions are governed by the laws of the State of New York. The parties waive any right to trial by jury.

5. Products are deemed accepted by customer unless customer notifies Arrow in writing within 10 days of delivery of product shortages, damage or defect. No returns may be made for any reason without a Return Authorization Form issued by Arrow. If customer refuses to accept tender or delivery of any products or returns any products without authorization from Arrow, such products will be held by Arrow awaiting customer's instruction for 20 days, after which Arrow may deem the products abandoned and dispose of them as it sees fit, without crediting customer's account.

6. Arrow will not be liable for any failure or delay in its performance or in the delivery or shipment of products, or for any damages suffered by customer by reason of such failure or delay, when such failure or delay is caused by, or arises in connection with, any fire, flood, accident, riot, earthquake, severe weather, war, governmental interference or embargo, strike, shortage of labor, fuel, power, materials or supplies, delay in delivery by Arrow's suppliers or any other cause or causes beyond Arrow's reasonable control. Arrow reserves the right to cancel without liability any order, the shipment of which is or may be delayed for more than 30 days by reason of any such cause. Arrow reserves the right to allocate in its sole discretion among customers or potential customers, or defer or delay the shipment of, any product which is in short supply.

7. All quotations and sales are made only upon these terms and conditions and those on the front of this document. This document, and not any purchase order or other customer document (which, if construed to be an offer is hereby rejected), will be deemed an offer or counter-offer and is a rejection of any other terms or conditions. Customer, by accepting any products, making any payments or ordering any products having previously received these terms and conditions, will be deemed to have assented to these terms and conditions, notwithstanding any terms contained in any prior or later communication from customer and whether or not Arrow will specifically or expressly object to any of customer's terms. Arrow's failure to object to any document, communication or act of customer will not be deemed a waiver of any of these terms and conditions. Any addition or change to these terms and conditions must be specifically agreed to in writing by a duly authorized officer of Arrow before becoming binding on Arrow.

8. If customer's order is placed under a contract with the United States Government, Arrow agrees to comply with those contract provisions and regulations with which, pursuant to law, it must comply and of which customer has, at the time of order placement, placed Arrow on notice. In no event will United States Government Cost Accounting Standards apply. All rights in technical data and software owned or licensed by Arrow or the manufacturer are hereby reserved and deemed restricted or limited. No provision of customer's contract with the government will be binding on Arrow or the manufacturer except as expressly set forth in this paragraph.

9. Unless specifically otherwise agreed in writing by Arrow, customer acknowledges that products sold by Arrow are not intended for and will not be used in life support systems, human implantation, nuclear facilities or systems or any other application where product failure could lead to loss of life or catastrophic property damage. Customer will indemnify and hold Arrow harmless from any loss, cost or damage resulting from customer's breach of the provisions of this paragraph.

10. Any or all products may be subject to export or resale restriction or regulation, and customer acknowledges that it will comply with such regulations or restrictions. Any or all products may have been imported. Country of origin information is as provided to Arrow by its suppliers and is, where applicable, located on the products themselves or the supplier's innermost packaging thereof.

11. Arrow certifies that it complies with all applicable requirements of Sections 6, 7 and 15 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

12. Except for the warranty coverage referenced in paragraph 3, above, NEITHER ARROW NOR ITS SUPPLIERS WILL HAVE ANY LIABILITY OR OBLIGATION TO CUSTOMER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE INADEQUACY OF ANY PRODUCTS FOR ANY PURPOSE, BY ANY DEFICIENCY OR DEFECT IN ANY PRODUCT (WHETHER OR NOT COVERED BY ANY WARRANTY), BY THE USE OR PERFORMANCE OF ANY PRODUCTS OR BY ANY FAILURE OR DELAY IN ARROW'S PERFORMANCE HEREUNDER, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR LOSS OF BUSINESS OR PROFIT, WHETHER OR NOT CUSTOMER WILL HAVE INFORMED ARROW OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES.

13. The performance of any value-added service may void the manufacturer's warranty and render products non-returnable. Orders incorporating such services are, accordingly, non-cancelable and the products are non-returnable. Any third party value-added service provider is deemed to be an agent of customer.

14. Any software included in or relating to products is supplied by the manufacturer. Arrow makes no representation or warranty with respect thereto and will have no liability in connection therewith. Customer agrees to comply with the manufacturer's or other requirements with regard to proprietary and similar rights in and to such software (including any requirement to enter into a separate license agreement and prohibitions against duplicating or disclosing the same), even if the seal on any "shrink wrapped" software has been broken by Arrow, and will indemnify Arrow against and hold it harmless from any and all liability, cost or expense arising from a breach or purported breach of such requirements.

15. Arrow may assign accounts receivable to an Arrow affiliate. In order to defray the cost of customer account administration, any credit balance or other sum owed to customer which remains unclaimed by customer for a period of eighteen months will become the property of Arrow.

16. No order may be cancelled, rescheduled or reconfigured without Arrow's prior written authorization and, in such event, customer will be liable to Arrow for any additional costs and expenses incurred by Arrow.

17. Prices are subject to change by Arrow upon customer rescheduling or reconfiguration of orders. Prices are also subject to change in response to supplier price increases, whereupon, customer may cancel the undelivered portion of any affected order by delivering written notice to Arrow prior to the shipment thereof and within 10 days of its receipt of notice of the price increase.

ARROW ELECTRONICS, INC.(AEI 301)

Thanks!

Meghan Reedy | SHI –Government Solutions | Inside Account Manager | Texas@shi.com | www.publicsector.shidirect.com | www.shicloud.com

Toll Free: 800-870-6079 ext: 6150 | Fax: 512-732-0232

Innovative Solutions. World Class Support.

Connect with us at

Visit our new website! You can get a quote or order online!
www.publicsector.shidirect.com/tx
1) Choose your Vertical
2) Click New Account and Register
....It is as simple as that!

How was my service? Contact – Senior_Management@shi.com

From: Michaels, Lauren [mailto:Lauren.Michaels@co.galveston.tx.us]
Sent: Tuesday, September 10, 2013 10:25 AM
To: Meghan Reedy

AGENDA ITEM #16.

Back-up Documentation

Available

Upon Request

From CDBG

Project Coordinator

AGENDA ITEM #17.

HENRY TROCHESSET
Sheriff
Galveston County

September 10, 2013

TO: The Honorable Mark Henry, County Judge, and Members of the Commissioner's Court of Galveston County

RE: Amendment to FY 2013 Budget, Sheriff's Seizures After 10/89 (Fund 2242)

Gentlemen:

Attached please find an amendment to our FY 2013 budget for Sheriff's Seizures After 10/89 (Fund 2242) for FY 2014.

This amendment consists of an internal transfer to replenish funding in Impress/Petty Cash to support investigative expenses related to undercover operations.

Should any questions arise regarding this matter, please feel free to contact me at x2301.

Henry Trochesset
Sheriff

CC: Mr. Mel Trammell, Budget Officer
Mr. Randall Rice, CPA, County Auditor

FY 2013

Sheriff's Seizures After 10/89 (Fund 2242)

Budget Amendment

Key: 2242-211124

Transfer From:	Description	Amount	
5310001	Depart. Supplies - Non Cap FFE	$	2,000.00

Transfer To:			
5600500	Petty Cash	$	2,000.00

AGENDA ITEM #18.

HENRY TROCHESSET
Sheriff
Galveston County

September 10, 2013

TO: The Honorable Mark Henry, County Judge, and Members of the Commissioner's Court of Galveston County

RE: FY 2014 Budget, Sheriff's Seizures After 10/89 (Fund 2242)

Gentlemen:

Attached please find our initial budget for Sheriff's Seizures After 10/89 (Fund 2242) for FY 2014. This budget is being presented for your review and filing per statutory requirements.

Should any questions arise regarding this matter, please feel free to contact me at x2301.

Henry Trochesset
Sheriff

Henry Trochesset

CC: Mr. Mel Trammell, Budget Officer
Mr. Randall Rice, CPA, County Auditor

FY 2014 - Proposed Budget
Sheriff's Seizures After 10/89 (Fund 2242)

Key: 2242-211124

Object	Description	Budget	
5310000	Supplies & Materials	$	20,000.00
5310001	Depart Supplies-Non Cap FFE	$	10,000.00
5423000	Repairs & Maintenance Equipment	$	5,000.00
5481000	Contract Services	$	5,000.00
5600500	Petty Cash	$	24,000.00
5742000	Capital Outlay - Vehicles	$	5,000.00
	Total Budget	$	69,000.00

AGENDA ITEM #19.

COUNTY OF GALVESTON

RESOLUTION

On this the 17th day of September, 2013, the **Commissioners' Court of Galveston County, Texas,** convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge;
Ryan Dennard, Commissioner, Precinct No. 1;
Kevin O'Brien, 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 **Commissioners' Court of Galveston County, Texas** finds it in the best interest of the citizens of **Galveston County** that the Hope Drug Court Program be established as a Drug Court pursuant to Texas Government Code, Chapter 121 or under former law; and

WHEREAS, the **Commissioners' Court of Galveston County, Texas** recognizes that this court has been or will be operational as of the 1st day of April, 2013.

NOW THEREFORE, BE IT RESOLVED that the **Commissioners' Court of Galveston County, Texas** does authorize the establishment of the Hope Drug Court Program as a Drug Court to enable it to provide services needed by the citizens of our county.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this the 17th day of September, 2013.

Attest:

By: County of Galveston, Texas

Dwight D. Sullivan, County Clerk

Mark A. Henry, County Judge

Ryan Dennard, Comm., Pct. #1

Kevin D. O'Brien, Comm., Pct. #2

Stephen D. Holmes, Comm., Pct. #3

Kenneth Clark, Comm., Pct. #4

AGENDA ITEM #20.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

September 9, 2013

Mark Henry
County Judge
722 Moody Street
Galveston, Texas 77550

Re: Tax Refunds in Excess of $2,500.00

Dear Judge Henry:

In accordance with Section 31.11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s):

Account Number	Amount	Reason
1415-0000-0009-002	$ 5,431.53	Over Payment
4786-0001-0024-000	$ 5,150.56	Over Payment
4894-0001-0038-000	$ 4,599.52	Over Payment
5911-0001-0015-000	$ 9,072.96	Over Payment
6246-0081-0004-005	$ 3,160.70	Over Payment
6688-2001-0013-000	$ 3,970.30	Over Payment
7450-0000-0010-000	$ 2,739.45	Over Payment

Sincerely,

Cheryl E. Johnson, RTA

Refunds in Excess of $2,500.00

Account Number	Amount	Reason
1415-0000-0009-002	$ 5,431.53	Over Payment
4786-0001-0024-000	$ 5,150.56	Over Payment
4894-0001-0038-000	$ 4,599.52	Over Payment
5911-0001-0015-000	$ 9,072.96	Over Payment
6246-0081-0004-005	$ 3,160.70	Over Payment
6688-2001-0013-000	$ 3,970.30	Over Payment
7450-0000-0010-000	$ 2,739.45	Over Payment

AGENDA ITEM #22.a.

APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT

THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES Robert C. & Tina M. Moreno and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lot 5 block 13, San Leon Farm Tracts in Galveston County, Texas, recorded in book 238, page 25 of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat. There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat. In support thereof, Petitioner(s) would respectfully show into the Court the following, to wit:

A copy of a survey, with metes and bounds property descriptions, depicting the portion of Lot 5 block 13, San Leon Farm Tracts attached hereto as EXHIBIT "A".

1. Only Lot 5 block 13, San Leon Farm Tracts is/are to be involved in these conveyances. Petitioner(s) is/are the sole owner of said Lot 5 block 13, San Leon Farm Tracts.

2. The proposed revision will not interfere with the established rights of any owner of any other part of the Subdivided land, save and except the lands of said Robert C. & Tina M. Moreno, Petitioner(s) herein.

3. Petitioner(s) is/are willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition.

4. The petitioner(s) understands that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues.

5. Approval of this metes & bounds application does not guaranty Galveston County Health Dept. permits for the sewer system will be issued.

WHEREFORE, Petitioner(s) prays that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of Lot 5 block 13, San Leon Farm Tract all as per the survey plat and metes and bounds property description shown in Exhibit "A" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper.

EXECUTED this 20th day of August 20 13

Robert C Moreno

Signature Tina M Moreno

Robert C. & Tina M. Moreno
Property: 650 27th street San Leon, TX 77539
Mailing: 2704 Broadway street San Leon, TX 77539
Petitioner(s) typed name and address

THE STATE OF TX

COUNTY OF Galveston

BEFORE ME, the undersigned authority on this day personally appeared Petitioner(s) Robert & Tina Moreno to me to be the person(s) whose name(s) is/are subscribed to the above and foregoing instrument and acknowledged to me that he (she, they) executed the same for the purposes and consideration therein expressed.

WITNESSED MY HAND AND SEAL OF OFFICE this the 20th day of August, 2013.

R Grice

R Grice
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 03/03/2015

Notary Public-State of TX

APPROVED

BY: _____

_____

MARK HENRY
County Judge

Date

ATTEST:

_____
DWIGHT SULLIVAN
County Clerk
W:/metesandbounds.11.15.07

DESCRIPTION OF A TRACT OF LAND CONTAINING
1.8802 ACRES (81,900 SQUARE FEET) SITUATED
IN THE A. EDWARDS SURVEY, ABSTRACT 10
GALVESTON COUNTY, TEXAS

Being a tract of land containing 1.8802 acres (81,900 square feet), situated in the A. Edwards Survey, Abstract 10, Galveston County, Texas, being a portion of a tract of land conveyed unto Robert C. Moreno, Sr., and Tina M. Moreno as recorded in Film Code No. 011-83-0455, of the Official Public Records of Galveston County Texas, and being a portion of Lot 5, Block 13, of San Leon Farm Tracts, a subdivision recorded in Volume 238, Page 25, in the Office of the County Clerk of Galveston County, Texas. Said 1.8802-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the northwest right-of-way line of 27th Street (60.00 feet wide) (as occupied) with the northeast right-of-way line of Broadway Street (100.00 feet wide), for the southeast corner of said Lot 5, Block 13, and for the Southeast corner of said tract herein described;

THENCE North 79°00'00"West, along said Northeast Right-of-Way line and the Southwest line of said Lot 5, Block 13, a distance of 345.71 feet to a 1-inch iron pipe found for the southwest corner of said tract herein described;

THENCE North 11°00'00" East, along the Northwest line of said Lot 5, Block 13, a distance of 244.60 feet to a set 1/2-iron rod with cap marked Survey-1 for the northwest corner of said tract herein described;

THENCE South 79°00'00" East, a distance of 248.61 feet to a 4-inch wood post found at an angle point in said tract herein described;

THENCE South 49°33'42" East, a distance of 111.50 feet to a set 1/2-iron rod with cap marked Survey-1 for the northeast corner of said tract herein described;

THENCE South 11°00'00" West, along said northwest right-of-way line and the southeast line of Lot 5, Block 13, a distance of 189.80 feet to the POINT OF BEGINNING and containing 1.8802 acres (81,900 square feet), more or less.

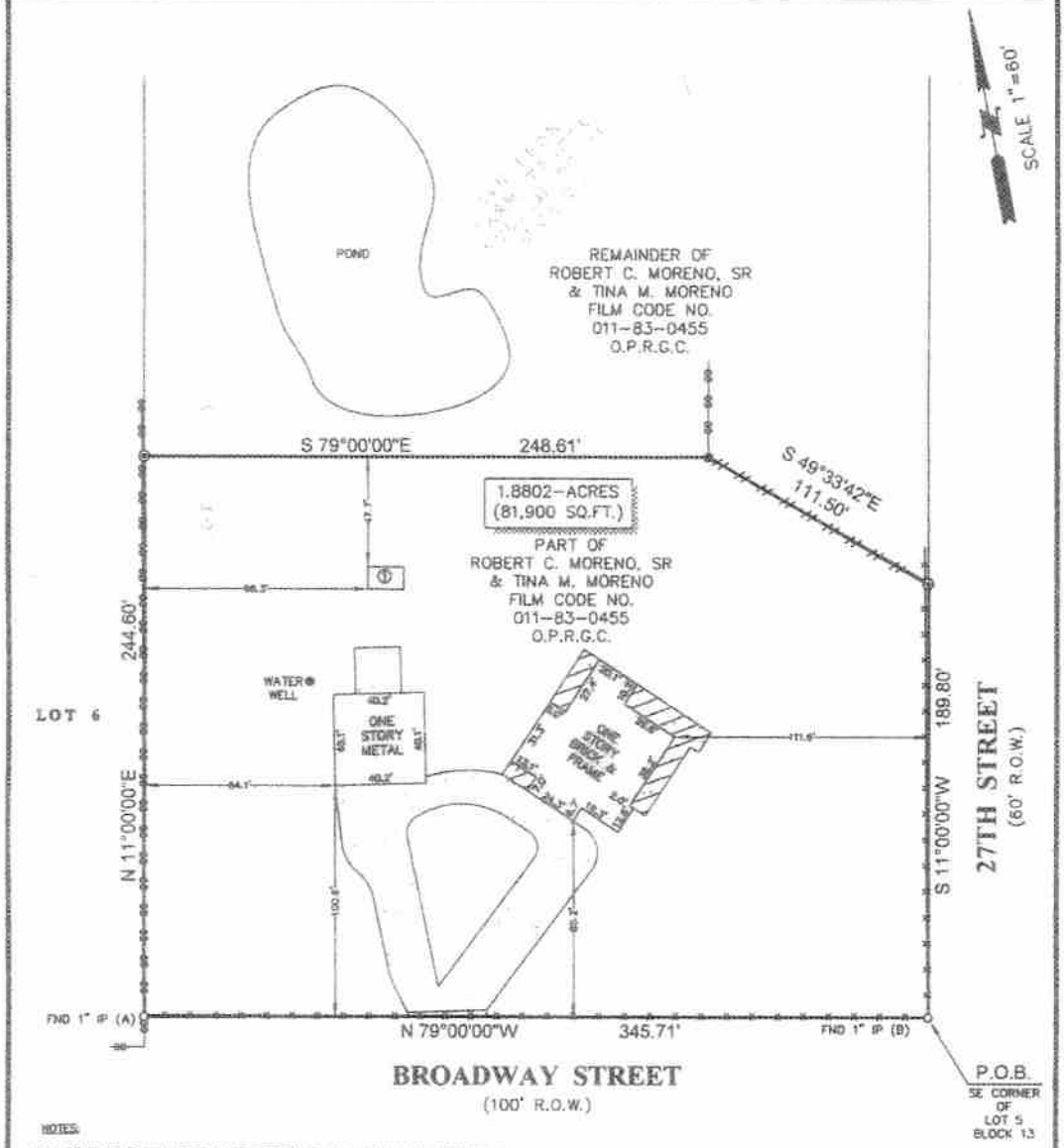
Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. dated August 22, 2013, job number 8-21989-13.

Survey 1, Inc.
P.O. Box 2543
Alvin, TX 77512
281-393-1382

August 22, 2013

LEGEND

- FENCE: WOOD
- FENCE: CHAIN LINK
- FENCE: METAL
- ⊠ 4" WOOD POST
- ⊗ SET 1/2" IR W/CAP MARKED "SURVEY-1"
- ① 10' X 16' METAL SHED ON BLOCKS
- CONCRETE
- COVERED CONCRETE
- GRAVEL



NOTES:

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO PREVIOUS DEED CONVEYED UNTO ROBERT C. MORENO, SR. & TINA M. MORENO AS RECORDED IN FILE NO. 011-83-0455 OF THE OFFICIAL RECORDS OF GALVESTON COUNTY TEXAS. POINTS (A) AND (B) WERE HELD FOR HORIZONTAL POSITION.
2. FLOOD INFORMATION IS BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR THE COUNTY LISTED ABOVE.
3. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF THE INFORMATION CONTAINED IN A TITLE REPORT AT THE BUYER'S REQUEST.
4. THIS SURVEY PLAT IS REFERENCED TO A METES AND BOUNDS DESCRIPTION PREPARED BY SURVEY 1, INC. DATED AUGUST 20, 2013.
5. THERE ARE NO NATURAL DRAINAGE COURSES ON SUBJECT PROPERTY.
6. THIS SURVEY IS CERTIFIED TO TINA MORENO FOR THIS TRANSACTION ONLY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

PROJECT:
A LAND TITLE SURVEY OF A TRACT OF LAND CONTAINING 1.8802 ACRES (81,900 SQUARE FEET) SITUATED IN THE A. EDWARDS SURVEY, ABSTRACT 10, GALVESTON COUNTY, TEXAS, BEING A PORTION OF LOT 5, IN BLOCK 13, OF SAN LEON FARM TRACTS, A SUBDIVISION PLAT IN GALVESTON COUNTY, TEXAS, AS RECORDED IN VOLUME 238, PAGE 25, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS.

CLIENT: TINA MORENO	
ADDRESS: 550 27TH STREET	
FLOOD ZONE: "C"	FLOOD MAP#: 485470 0100 C
FLOOD MAP DATE: 5-2-1983	FLOOD MAP COUNTY: GALVESTON

STATE OF TEXAS REGISTERED RICHARD FUSSELL 4148 PROFESSIONAL LAND SURVEYOR

SURVEYORS CERTIFICATE:
IN MY PROFESSIONAL OPINION, THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND DURING THE COURSE OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION ON AUGUST 16, 2013 AND THAT THIS PLAT SUBSTANTIALLY COMPLIES WITH THE CURRENT STANDARDS AS ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND THAT THERE ARE NO ENCROACHMENTS OR PROTRUSIONS EXCEPT AS SHOWN.

RICHARD FUSSELL
RPLS# 4148

SURVEY 1 INC.
www.survey1inc.com
survey1@survey1inc.com
P.O. Box 2543 • Alvin, TX 77512
(281)393-1382 • Fax(281)393-1383

FIELD CREW: CH	JOB#: 8-21989-13		
DRAFTER: RG	DATE: 8-21-2013		

AGENDA ITEM #22.c.

MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
GALVESTON COUNTY
FOR
EXPEDITED SECTION 408 APPLICATION REVIEW

THIS MEMORANDUM OF AGREEMENT (hereinafter the "MOA") is entered into this _____day of _____ 2013, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer Galveston District (hereinafter the "District Engineer") and the Galveston County (hereinafter "County") a political sub-division of the State of Texas, (hereinafter the "Non-Federal Interest"), represented by Mark Henry, County Judge, and collectively referred to as "the Parties."

WITNESSETH, THAT:

WHEREAS, Section 14 of the Rivers and Harbors Act of 1899, as amended (33 U.S.C. 408) (hereinafter "Section 408"), authorizes the Secretary of the Army to, on the recommendation of the Chief of Engineers, grant permission for the alteration of completed Federal navigation and flood control projects when the alteration will not be injurious to the public interest and will not impair the usefulness of the project;

WHEREAS, Section 214 of the Water Resources Development Act of 2000, as amended, authorizes the Secretary to accept and expend funds contributed by a non-Federal public entity to expedite the evaluation of permits under the jurisdiction of the Department of the Army, as long as the acceptance and use of funds will not substantively or procedurally impact impartial decision-making with respect to permits;

WHEREAS, the authority provided under Section 214 of the WRDA of 2000 is presently in effect until December 31, 2016;

WHEREAS, the Non-Federal Interest desires to provide funds for the expedited review of applications for permission pursuant to Section 408 to alter completed Federal navigation and flood control projects (hereinafter "Section 408 applications");

WHEREAS, the Government provided public notice dated July 1, 2013, regarding its intent to accept and expend funds contributed by the Non-Federal Interest for such purposes;

WHEREAS, the District Engineer, in the Decision dated _____, determined that acceptance and expenditure of funds received from the Non-Federal Interest is appropriate.

WHEREAS, the Government provided public notice dated August 5, 2013, regarding the District Engineers' decision;

WHEREAS, all final decisions carried out using funds authorized under this section shall be made available to the public on the Galveston District's webpage; and

WHEREAS, it is understood and acknowledged that the Government review of Section 408 applications will be completely impartial and in accordance with all applicable Federal laws and regulations while using the same procedures for decisions that would otherwise be required for the evaluation of permits for similar projects or activities not carried out using funds authorized under this section.

NOW, THEREFORE, the Government and the Non-Federal Interest agree as follows:

1. To facilitate the Government's expedited review of Section 408 applications, the Non-Federal Interest will:

a. Provide adequate information regarding the designated Section 408 applications, on an individual basis, including but not limited to: technical analyses and documentation, technical reviews, real estate evaluation, risk analysis, clerical/support staff and tasks, data acquisition, site visits, training, travel, coordination activities, contracting for technical services (e.g. structural and geotechnical analyses, hydraulic and hydrological engineering review), and environmental documentation preparation and review. Funds will not be used for drafting, negotiating, or issuing any necessary real estate instruments.

b. Schedule requirements requiring Government involvement, after consultation and coordination with the District Engineer.

c. Ensure the participation of all essential non-Federal personnel during the Section 408 application evaluation process.

d. Work closely with the Government to adjust priorities and schedules in order to optimize available Government staff resources. If overlaps or conflicts occur among priority projects, then the Non-Federal Interest will work with the Government to identify procedures to handle such overlaps or resolve the conflicts.

2. The Non-Federal Interest will provide adequate resources in advance to fund expedited review of Section 408 applications. The Government shall not obligate any funds provided by the Non-Federal Interest until such cash contribution has actually been made available to it by the Non-Federal Interest. The procedure for funding by the Non-Federal Interest for review by the Government of Section 408 applications is set forth in this section.

a. Upon execution of this Agreement, the Non-Federal Interest shall deposit $25,000.00 into a federally insured account in the name of the Non-Federal Interest at a bank. The Non-Federal Interest shall use this account to make advance payments to the Government as provided in this section.

b. Upon execution of this Agreement, the Non-Federal Interest shall transfer $5,000.00 to the Government from the account described in Subsection a. In addition, the Non-

Federal Interest shall from time to time transfer funds from that account to the Government to cover the cost of specific Section 408 reviews, as provided in Subsection e.

c. The Non-Federal Interest may submit Section 408 applications to the Government from time to time.

d. Upon receipt of a Section 408 application, the Government will provide to the Non-Federal Interest a Scope of Work, including an estimate of funds, based on the Government's ability to provide the services required to expedite review of the Section 408 application. Included in each Scope of Work provided after the initial Scope of Work, the Government will also provide the Non-Federal Interest an accounting of funds, an itemized summary of each Section 408 application review pending and completed during the previous Scope of Work; a description of any improvements the Corps has documented in coordinating and improving the efficiency of the reviews; and any recommendation for improving the consultation and coordination between the Government and the Non-Federal Interest. An updated Scope of Work does not require an amendment to the MOA. Attached is a Scope of Work for reviewing a minor 408. The Government estimates that there will be six minor 408 reviews for Galveston County at a cost of $6,107.00 each in FY 2014. A final accounting will be done at the end of the FY and a new estimated budget will be prepared before the beginning of 2015 and each year thereafter.

e. Within (20) days of receiving the Government's Scope of Work, the Non-Federal Interest will transfer funds from its account in Paragraph 2a to the Government in the amount, if any, necessary to raise the total amount of funds held by the Government hereunder to the amount of funds estimated in the Scope of Work. Such transfer shall be by an electronic Funds Transfer in accordance with procedures established by the Government.

For example:
$3,000 Balance held by Government
<u>$2,000</u> Necessary to pay for prior Section 408 reviews
$1,000 Available for next Section 408 review

<u>$7,000</u> Estimated Cost of next Section 408 review

$6,000 Amount to be transferred to the Government upon receipt of Scope of Work estimate

f. If at any time the Government forecasts is actual costs for providing the agreed upon level of service will exceed the amount of funds available, the Government will promptly notify the Non-Federal Interest of the additional funds needed to complete the work under the Scope of Work. The Non-Federal Interest will increase the funding amount, agree to a reduced level of service, or direct termination of this MOA pursuant to Paragraph 4.

g. The Government shall terminate performance of work pursuant to Paragraph 4 under this MOA if Non-Federal Interest funding for expedited review is unavailable. Any remaining Section 408 applications will be reviewed through normal, non-expedited review procedures.

3. Unless directed in law, the Government shall not reimburse the Non-Federal Interest for contributed funds expended by the Government.

4. The Government shall not credit the Non-Federal Interest for the contributed funds so as to reduce the cash contribution that otherwise would be required of the Non-Federal Interest pursuant to any Project Cooperation Agreement entered into by the Government and the Non-Federal Interest (or a legal entity empowered to act on behalf of the Non-Federal Interest) governing the construction of all or part of the Project.

5. The Government, subject to the availability of funds and subject to the approval by the Secretary of the Army, shall return to the Non-Federal Interest contributed funds not expended by the Government.

6. Nothing herein shall constitute, or be deemed to constitute, an obligation of future appropriations by the United States.

7. To provide for consistent and effective communication between the Parties, each party designates the person named in this section as that party's Principal Representative to serve as its central point of contact on matters relating to this MOA. Also, additional representatives may be appointed, by notice to the other party, to serve as points of contact on specific actions or issues. The Principal Representative for each party may be changed upon written notification to the other party. All notices, correspondence or other documents required by this MOA shall be delivered or mailed to the following addresses:

For the Government:
U.S. Army Corps of Engineers, Galveston District
P.O. Box 1229
Galveston, TX 77553-1229
Attn: Ms. Lynn Vera, P.E.
Operations Manager

For the Non-Federal Interest:
Galveston County
722 Moody
Galveston, TX 77550
Attn: Mike Fitzgerald, P.E.
County Engineer

8. Either Party reserves the right to terminate its participation in this MOA without cause upon thirty (30) days' written notice to the other Party. Upon such notice, the Government will stop expediting Section 408 application reviews under the MOA immediately. The Non-Federal Interest will continue to be responsible for all costs incurred by the Government in performing expedited Section 408 application reviews up to the time of notice and for the costs of closing out or transferring any ongoing contracts in support of the provision of services by the Government under this MOA.

9. Within ninety (90) calendar days of termination or expiration of the MOA, the Government shall provide the Non-Federal Interest with a final accounting, which shall display: (1) funds provided by the Non-Federal Interest, and (2) expenditures of those funds by the Government. Within sixty (60) calendar days after submittal of the Government's final accounting, the Government shall return to the Non-Federal Interest any funds remaining unobligated. Such an accounting shall in no way limit the Non-Federal Interest's duty in accordance with Paragraph 13 to pay for any costs, such as contract claims or other liability, which may become known after the final accounting.

10. Before either Party to this MOA may bring suit in any court against the other Party concerning any issues relating to this MOA, the Party must first seek in good faith to resolve the dispute through negotiation or other form of non-binding alternative dispute resolution mutually acceptable to the Parties. The Parties agree that, in the event such measures fail to resolve the dispute, they shall refer the dispute for resolution to an appropriate forum in accordance with Federal law.

11. This MOA and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, policies, directives, and procedures of the United States. Unless otherwise required by law, all expedited Section 408 application reviews undertaken by the Government will be governed by U.S. Army Corps of Engineers regulations, policies and procedures.

12. This MOA will not affect any pre-existing or independent relationships or obligations between Parties.

13. If liability of any kind is imposed on the United States relating to the Government's provision of services under this MOA, except for liability based upon the Government's or its contractor's negligence or other fault, the Non-Federal Interest shall remain responsible for providing such funds as are necessary to discharge the liability, and all related costs. Notwithstanding the above, this MOA does not confer any liability upon the Non-Federal Sponsor for claims payable by the Government under the Federal Tort Claims Act. Provided further, that nothing in this MOA is intended or will be construed to create any rights or remedies for any third party and no third party is intended to be a beneficiary of this MOA.

14. The Non-Federal Interest shall hold and save the Government free from all damages arising from the activities of this MOA, except for damages due to the fault or negligence of the Government or its contractors.

15. If any provision of this MOA is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining provisions shall not in any way be affected or impaired, and the remaining provisions will remain in force and affect until the MOA is terminated or expires.

16. The Corps' participation in this MOA does not imply endorsement of the Non-Federal Interest's projects nor does it diminish, modify, or otherwise affect U.S. Army Corps of Engineers statutory or regulatory authorities.

17. This MOA, including any documents incorporated by reference or attachments thereto, constitute the entire agreement between the Parties. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

18. This MOA may be modified or amended only by written, mutual agreement of the Parties.

19. This MOA shall remain in effect until one of the following events occurs: (1) authority pursuant to Section 214 of the Water Resources Act of 2000, as amended, expires; or (2) the MOA is terminated pursuant to Paragraph 4.

IN WITNESS WHEREOF, the Parties have executed this MOA that shall become effective upon the date it is signed by the District Engineer.

Department of the Army

BY: _____
Richard P. Pannell
Colonel, Corps of Engineers
Galveston District Commander

Date: _____

Galveston County

BY: _____
Mark Henry
County Judge
Galveston County

Date: _____

ATTET: _____
Dwight Sullivan
County Clerk

STATEMENT OF WORK
Minor 408 Review
U.S. ARMY CORPS OF ENGINEERS
GALVESTON DISTRICT, TX

1. **WORK TO BE PERFORMED**: The Scope for a minor 408 review will consist of at least one of the following reviews to ensure that the proposed work will not adversely impact the functionality or the operation and maintenance of the Federal project and is not injurious to the public interest.

   1. Geotechnical Review. Under this review, the geotechnical items that may be evaluated are stability, under seepage, erosion control, vegetation, and material usage/borrow/waste/transport/hauling.

   2. Structural Review. Under this review, the structural items that may be evaluated are bridges and related abutments, pier penetrations of levee embankments, diaphragm walls, other structural components integral to the project, and gates or other operable features.

   3. Hydrology &Hydraulics Review. Under this review, the H&H items that may be evaluated are changes in inflow, changes in water surface profiles and flow distribution, assessment of local and system wide resultant impacts, upstream and downstream impacts of the proposed alterations, including sediment transport analysis as needed, and impacts to existing floodplain management.

2. **AVERAGE COST:**

Personnel	Hourly Rate	Indirect	Hours	Travel	Total
Levee Safety Manager	$45.68	$81.35	4	-	$ 508
Geotech Engineer	$50.10	$89.22	4	-	$ 557
Structural Engineer	$53.04	$94.45	4	-	$ 590
Hydraulic Engineer	$53.04	$94.45	4	-	$ 590
Operation Manager	$48.32	$86.05	16	-	$2,150
Geotech Supervisor	$51.57	$91.84	2	-	$ 287
Engineering Branch Supervisor	$57.46	$102.32	1	-	$ 160
Levee Safety Officer	$67.90	$120.92	4	-	$ 755
Engineering Division Chief	$74.51	$132.69	1	-	$ 207
Operations Supervisor	$54.42	$96.91	2	-	$ 303
					$6, 107

AGENDA ITEM #22.d.

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

Exhibit "A"
Page 2 of 2

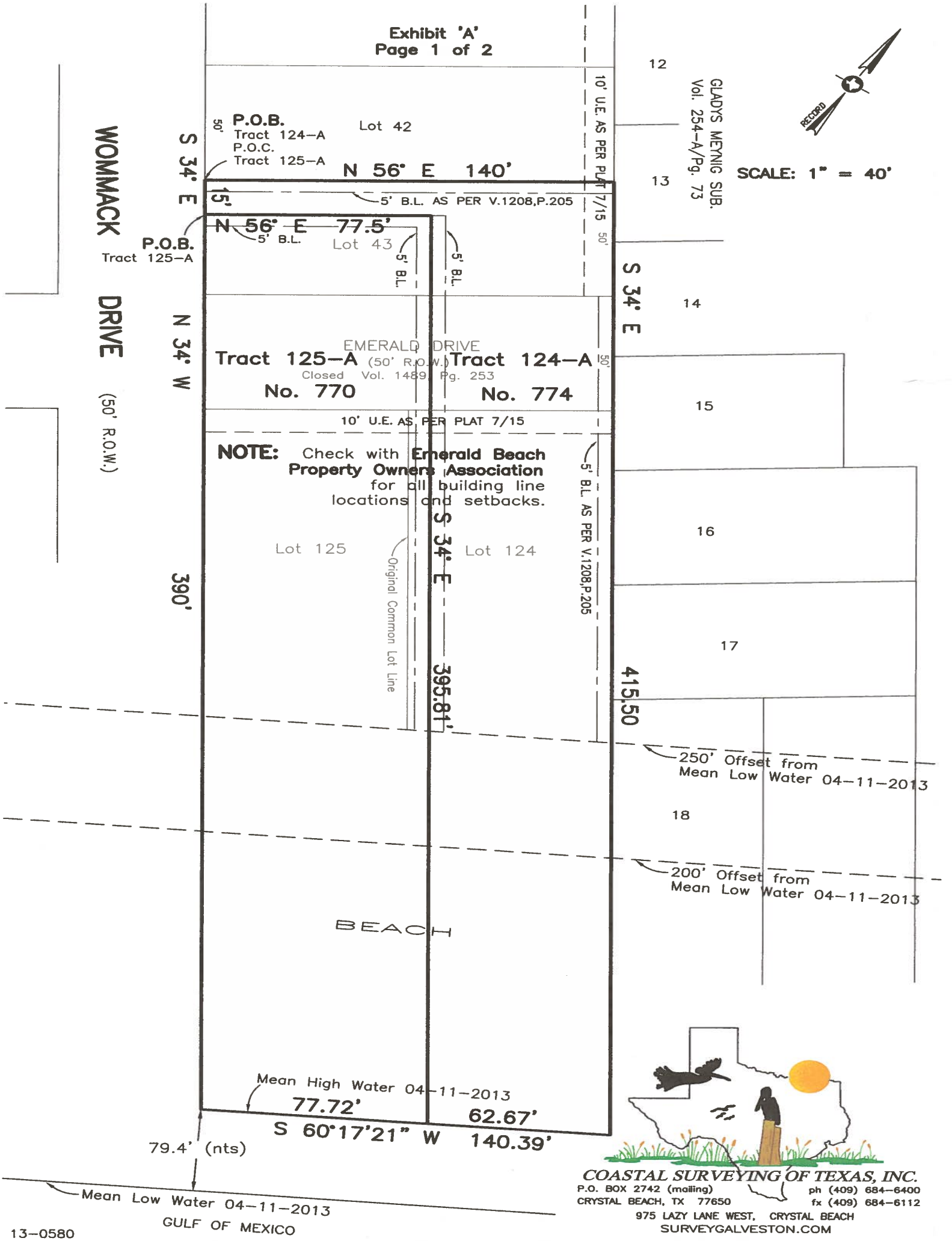
TRACT 125-A 770 Wommack Drive

Being all of Lot 125, part of Lot 124, part of Lot 43 and part of Emerald Drive (50 foot right-of-way closed under Volume 1489, Page 253) out of THE AMENDED PLAT of EMERALD BEACH, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 79 and transferred to Plat Record 7, Map No. 17, both of the Map Records in the Office of the County Clerk of Galveston County, Texas, said Tract 125-A being more particularly described by metes and bounds as follows:
COMMENCING at the Northwest corner of said Lot 43 and the East line of Wommack, a 50 foot right-of-way;
THENCE South 34° East, along the said East line of Wommack and the West line of said Lot 43, a distance of 15.0 feet to the PLACE OF BEGINNING of said Tract 125-A;
THENCE North 56° East, parallel with the North line of said Lot 43, a distance of 77.5 feet;
THENCE South 34° East, a distance of 395.81 feet to the Mean High Water of the Gulf of Mexico as surveyed on April 11, 2013;
THENCE South 60°17'21" West, along said Mean High Water, a distance of 77.72 feet to the East line of said Wommack Drive and the West line of said Lot 125;
THENCE North 34° West, along the said East line of Wommack Drive, a distance of 390.0 feet to a point 15 feet perpendicularly distant from the North line of said Lot 43 and the PLACE OF BEGINNING;

TRACT 124-A 774 Wommack Drive

Being part of Lot 124, part of Lot 43 and part of Emerald Drive (50 foot right-of-way closed under Volume 1489, Page 253) out of THE AMENDED PLAT of EMERALD BEACH, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 79 and transferred to Plat Record 7, Map No. 15, both of the Map Records in the Office of the County Clerk of Galveston County, Texas, said Tract 124-A being more particularly described by metes and bounds as follows:
BEGINNING at the Northwest corner of said Lot 43;
THENCE North 56° East, along the North line of said Lot 43, a distance of 140 feet to the Northeast corner of said Lot 43 and the East line of said EMERALD BEACH;
THENCE South 34° East, along the said East line of EMERALD BEACH, a distance of 415.50 feet to the Mean High Water of the Gulf of Mexico as surveyed on April 11, 2013;
THENCE South 60°17'21" West, along said Mean High Water, a distance of 62.67 feet;
THENCE North 34° West, a distance of 395.81 feet to a point 15.0 feet perpendicularly distant from the North line of said Lot 43;
THENCE South 56° West, parallel with the North line of said Lot 43, a distance of 77.5 feet to the East line of said Wommack Drive;
THENCE North 34° West, a distance of 15.0 feet to the PLACE OF BEGINNING.

Exhibit 'A'
Page 1 of 2



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

13-0580

AGENDA ITEM #23.a.

ADDENDUM TO INTERLOCAL CONTRACTUAL AGREEMENT

THIS ADDENDUM TO INTERLOCAL CONTRACTUAL AGREEMENT (this "Addendum") is made and entered into on the _____ day of _____, 2013, and shall serve as an Addendum to that certain Interlocal Contractual Agreement ("**Agreement**") between The City of League City (the "**COLC**") and The County of Galveston, Texas, The City of Webster, The City of Seabrook, The City of South Houston, The City of Texas City, The City of Clute, and The City of Pearland, Texas (collectively "**Contracting Entities**") made and entered into on or about October 1, 2009 concerning Breath Alcohol Technical Supervisor services.

WHEREAS, on or about October 1, 2009, COLC and the Contracting Entities entered into the Agreement for the purpose of serving the mutual needs of the parties for the provision of services by a certified Breath Alcohol Technical Supervisor for the period of sixty (60) months commencing October 1, 2009 and ending September 30, 2014; and

WHEREAS, the City of Friendswood, Texas ("Friendswood") wishes to participate as a party to the Agreement under the same terms and conditions as are set forth in the Agreement and, by their signatures below, COLC and the Contracting Entities hereby consent to the inclusion of Friendswood as a Contracting Entity for the purposes of the Agreement;

NOW, THEREFORE, for the consideration hereinafter stated the parties do hereby agree as follows:

ARTICLE 1: INCORPORATION AND PRECEDENCE

This Addendum is incorporated into the Agreement and supersedes any conflicting provisions in it.

ARTICLE 2: BACKGROUND

The parties contracted for the services of a certified Breath Alcohol Technical Supervisor. The Breath Alcohol Technical Supervisor is to be employed by COLC with the cost allocated pro rata between contracting parties.

ARTICLE 3: ADDITION OF CONTRACTING PARTIES

Friendswood wishes to share and engage in contracting for the services of a Breath Alcohol Technical Supervisor and agrees to share in all benefits and obligations under the agreement consistent with the terms and conditions of the Agreement previously entered into by and between COLC and the Contracting Entities. Friendswood shall prepay a pro rata share of the cost for the current year of the Agreement pursuant to the formula outlined in paragraph III of the Agreement before the effective date of this Addendum and annually thereafter.

ARTICLE 4: REMAINING PROVISIONS UNAFFECTED

Those parts of the Agreement that are not expressly modified by this Addendum remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum consisting of the foregoing provisions and the Agreement incorporated herein by this reference as of the date first above written.

CITY OF LEAGUE CITY, TEXAS

By: Tim Paulissen, MAYOR

ATTEST:

City Secretary, City of League City, Texas

CITY OF WEBSTER, TEXAS

By: Floyd Myers, MAYOR

ATTEST:

City Secretary, City of Webster, Texas

CITY OF SEABROOK, TEXAS

By: Glenn Royal, MAYOR

ATTEST:

City Secretary, City of Seabrook, Texas

CITY OF CLUTE, TEXAS

By: Calvin Shifflet, MAYOR

ATTEST:

City Secretary, City of Clute, Texas

CITY OF FRIENDSWOOD, TEXAS

By: Kevin Holland, MAYOR

ATTEST:

City Secretary, City of Friendswood, Texas

CITY OF TEXAS CITY, TEXAS

By: Matthew Doyle, MAYOR

ATTEST:

City Secretary, City of Texas City, Texas

CITY OF PEARLAND, TEXAS

By: Tom Reid, MAYOR

ATTEST:

City Secretary, City of Pearland, Texas

CITY OF SOUTH HOUSTON, TEXAS

By: Joe Soto, MAYOR

ATTEST:

City Secretary, City of South Houston, Texas

GALVESTON COUNTY, TEXAS

By: Mark Henry, County Judge

ATTEST:

Dwight Sullivan, County Clerk

INTERLOCAL CONTRACTUAL AGREEMENT
CONCERNING BREATH ALCOHOL TECHNICAL SUPERVISOR

COPY

This is an Agreement entered into on the ____ day of _____, 2009, by and between the CITY OF LEAGUE CITY, TEXAS, a home rule City existing in Galveston County, Texas, (hereinafter sometimes called "COLC") and the following governmental entities: THE COUNTY OF GALVESTON, TEXAS, acting on behalf of the offices of its Criminal District Attorney and its Sheriff a Texas County, CITY OF WEBSTER, TEXAS, a home rule City in Harris County, Texas, CITY OF SEABROOK, TEXAS, a home rule City in Harris County, Texas, CITY OF SOUTH HOUSTON, TEXAS, a home rule City in Harris County, Texas, CLUTE, TEXAS , a home rule City in Brazoria County, Texas, TEXAS CITY, TEXAS, a home rule City in Galveston County, Texas, PEARLAND, TEXAS, a home rule City in Brazoria County, Texas, pursuant to the Interlocal Cooperation Act of Texas (Chapter 791, Texas Government Code).

WITNESS:

WHEREAS, all of the contracting parties hereto have need for the services of a certified (by the Scientific Director, Alcohol Testing Program, Texas Department of Public Safety) Breath Alcohol Technical Supervisor, hereinafter sometimes collectively called "Breath Alcohol Technical Supervisor", and for an Evidential Breath Alcohol Instrument (also certified by the same Texas DPS Scientific Director) for use in law enforcement and prosecution of Driving While Intoxicated (hereafter "DWI") arrests; and

WHEREAS, each party shall provide its own certified Evidential Breath Alcohol Instrument including all enhancements, betterments or upgrades selected by the COLC during the term of this agreement at its own cost, but the COLC is committed to providing the Breath Alcohol Technical Supervisor for the provision of services described herein for the COLC and all the collective governmental entities named herein, using and supervising the use of said in house Evidential Breath Alcohol Instrument at the offices of the various contracting parties. That employee/Breath Alcohol Technical Supervisor of the COLC shall be a Breath Alcohol Technical Supervisor at the COLC, whose job description shall be that he/she shall, in a capable and professional manner:

1. Comply with and meet all Breath Alcohol Testing Regulations set forth in the Texas Breath Alcohol Regulations Title 37 Public Safety and Corrections, Part 1 Texas Department of Public Safety Chapter 19, Breath Alcohol Testing Regulations, Subchapter A, Breath Alcohol Testing Regulations attached hereto and incorporated herein by reference as Exhibit "A" is a recitation of said regulations.
2. Perform any other duties by the Scientific Director, Alcohol Testing Program, Texas Department of Public Safety, which are either required now or in the future as a predicate to admissibility of evidence related to the Evidential Breath Alcohol Instrument equipment or the methods, processes or procedures utilized or followed by each entity.
3. Provide all breath testing needs including mouthpieces and all other collateral supplies [except an ample supply of blood tubes and all State mandated and

required paperwork for filing as part of a Driving While Intoxicated (DWI) arrest which shall be provided by the applicable governmental entity].

4. Recognize that he/she is an employee at will of COLC who has no express or implied contract of employment and whose employment may be terminated at any time for any lawful reason; and

COPY

WHEREAS, there are significant savings by the various contracting parties hereto if this service provided by the employee/Breath Alcohol Technical Supervisor of one entity for the joint use of all named entities herein on a collective cost sharing basis; and

WHEREAS, COLC shall hire the employee/Breath Alcohol Technical Supervisor for purposes of this agreement and all other duties as assigned; and

WHEREAS, all other entities named herein seek the benefit of such services from COLC and understand that in return COLC requires the predictability of a minimum term for the agreement and a predictable allocation of the costs receivable over that term, but not thereafter unless renewed and agreed in writing; and

WHEREAS, COLC has (or shall have by the time the program is initiated) adequate personnel for this service and it would be more cost efficient for the other entities; to share in the subject costs, as made the basis of this agreement; and

NOW THEREFORE, for the consideration hereinafter stated the parties do hereby agree as follows:

I.

The terms of this contract shall be for a period of sixty (60) months commencing October 1, 2009, and continuing until September 30, 2014. Any Renewal and/or Proposals concerning this, or subsequent, contract(s), shall be submitted to all parties in contract form, ready for signature no later than sixty (60) days prior to the ending date of this contract.

II.

The objective of this contract is to achieve economies of scale by reducing the cost of multiple Breath Alcohol Technical Supervisors for the respective governmental entities.

III.

The recitals in the preamble are incorporated herein as findings and terms. Each entity shall purchase and make available the standardized Intoxylzer hardware called for in the preamble herein. COLC shall provide the Breath Alcohol Technical Supervisor more particularly described in the same preamble. The job performance, duties and responsibilities of the certified Breath Alcohol Technical Supervisor shall be the responsibility of COLC because the certified Breath Alcohol Technical Supervisor shall be an employee of COLC, shall be subject to COLC employee benefits, job performance standards and merit raises and the cost of same has been estimated and calculated to be a gross annual amount of $89,927.00 for the first year including start up costs and $77,877.00 for each year after for the cost to COLC to provide this employee

to meet the objectives contained herein. That cost shall be prepaid annually to COLC by each contracting party in an amount equal to a fraction determined by a numerator of the total gross cost indicated and a denominator of the total signatory parties to this agreement. In the first quarter of the year after each full year is experienced, the real costs actually incurred shall be calculated and compared to the amount prepaid for the year in question and the pro rata cost (and the new prepaid estimate to be charged) shall be adjusted accordingly. The obligation to pay an equal share for the full five year term shall be enforceable by COLC against any other party whether or not that party decides to withdraw during the term. Such a take or pay provision shall expire after the first five year term unless agreed otherwise in writing.

COPY

IV.

All parties shall abide by reasonable Rules and Regulations established by COLC concerning maintenance of the Evidential Breath Alcohol Instrument equipment, record keeping, documentation or the upgrades or changes to standard equipment and the procedures to follow in the implementation of this contract. COLC agrees that, at a minimum, all Rules and Regulations it establishes will be in strict compliance with Texas Department of Public Safety Rules and Regulations. COLC shall notify all parties in writing, as to any changes to such Rules and Regulations. No changes in Rules and Regulations shall be implemented without the notification of all parties prior to the effective date of such changes. Should any party disagree with or object to the proposed Rules and Regulations, COLC will meet with such party and attempt to reach a mutually agreed upon solution to the disagreement or objection.

V.

Should any party to this Agreement note any material deficiency in the performance of services provided by the Breath Alcohol Technical Supervisor, such deficiency will be reported to the COLC City Manager. The City Manager shall ensure such deficiencies are corrected within ten (10) days. If however, the deficiencies are not corrected, the reporting party may terminate its further involvement in this Agreement with no further obligations.

VI.

This contract may be terminated by COLC upon sixty (60) days written notice. Upon the effective date of such termination, all prepaid but unused payments for services will be refunded by COLC to each party. Any other party may terminate its participation in this agreement upon thirty (30) days written notice to the other parties. Upon termination by a party no prepaid but unused payment for services shall be refunded. Unless a withdrawing party terminates its participation in this Agreement in accordance with Article V, the withdrawing party shall pay as it accrues the pro rata share of the withdrawing party for the remainder of the full five (5) year term. There shall be no refunds.

To the extent permitted by the laws and Constitution of the State of Texas, all parties shall be obligated to make payments under this contract from funds budgeted and appropriated for that purpose. Should a party be delinquent in any payment during the first five (5) year term or should a party fail to appropriate funds to make payments during any fiscal year during the term of this contract, COLC shall cease to be obligated to provide the services unless and until the delinquency is cured but the obligation of the party to pay shall not expire.

In conformance with Texas Government Code Section 791.011(d)(3), each payment due from a party to COLC for services provided for herein are payable from the party's current revenues.

COPY

This Contract is hereby signed and fully executed in multiple parts, on this ____ day of _____ 2009.

CITY OF LEAGUE CITY, TEXAS

By: Toni Randall, MAYOR

ATTEST:

Barbara J. Long

City of Secretary, City of League City, Texas

CITY OF WEBSTER, TEXAS

By: Floyd Myers, MAYOR

ATTEST:

City of Secretary, City of Webster, Texas

CITY OF SEABROOK, TEXAS

By: Gary Renola, MAYOR

ATTEST:

City Secretary, City of Seabrook, Texas

CITY OF TEXAS CITY, TEXAS

By: Matthew Doyle, MAYOR

ATTEST:

City Secretary, City of Texas City, Texas

CITY OF PEARLAND, TEXAS

By: Tom Reid, MAYOR

ATTEST:

City Secretary, City of Pearland, Texas

CITY OF SOUTH HOUSTON, TEXAS

By: Joe Soto, MAYOR

ATTEST:

City Secretary, City of South Houston, Texas

CITY OF CLUTE, TEXAS

By: Calvin Shifflet, MAYOR

ATTEST:

City Secretary, City of Clute, Texas

GALVESTON COUNTY, TEXAS

James D. Yarbrough, County Judge

ATTEST:

Mary Ann Daigle, County Clerk

In conformance with Texas Government Code Section 791.011(d)(3), each payment due from a party to COLC for services provided for herein are payable from the parties' then current revenues.

COPY

This Contract is hereby signed and fully executed in multiple parts, on this ____ day of _____ 2009.

CITY OF LEAGUE CITY, TEXAS

_____
By: Toni Randall, MAYOR

ATTEST:

_____
City of Secretary, City of League City, Texas

CITY OF WEBSTER, TEXAS

_____
By: Floyd Myers, MAYOR

ATTEST:

_____
City of Secretary, City of Webster, Texas

CITY OF SEABROOK, TEXAS

_____
By: Gary Renola, MAYOR

ATTEST:

_____
City Secretary, City of Seabrook, Texas

CITY OF TEXAS CITY, TEXAS

_____
By: Matthew Doyle, MAYOR

ATTEST:

_____
City Secretary, City of Texas City, Texas

CITY OF PEARLAND, TEXAS

_____
By: Tom Reid, MAYOR

ATTEST:

_____
City Secretary, City of Pearland, Texas

CITY OF SOUTH HOUSTON, TEXAS

_____
By: Joe Soto, MAYOR

ATTEST:

_____
City Secretary, City of South Houston, Texas

CITY OF CLUTE, TEXAS

_____
By: Calvin Shifflet, MAYOR

ATTEST:

_____
City Secretary, City of Clute, Texas

GALVESTON COUNTY, TEXAS

_____
James D. Yarbrough, County Judge

ATTEST:

_____
Mary Ann Daigle, County Clerk

In conformance with Texas Government Code Section 791.011(d)(3), each payment due from a party to COLC for services provided for herein are payable from the party's current revenues.

COPY

This Contract is hereby signed and fully executed in multiple parts, on this ____ day of _____ 2009.

CITY OF LEAGUE CITY, TEXAS

_____

By: Toni Randall, MAYOR

ATTEST:

_____

City of Secretary, City of League City, Texas

CITY OF WEBSTER, TEXAS

_____

By: Floyd Myers, MAYOR

ATTEST:

_____

City of Secretary, City of Webster, Texas

CITY OF SEABROOK, TEXAS

_____

By: Gary Renola, MAYOR

ATTEST:

_____

City Secretary, City of Seabrook, Texas

CITY OF TEXAS CITY, TEXAS

_____

By: Matthew Doyle, MAYOR

ATTEST:

_____

City Secretary, City of Texas City, Texas

CITY OF PEARLAND, TEXAS

_____

By: Tom Reid, MAYOR

ATTEST:

_____

City Secretary, City of Pearland, Texas

CITY OF SOUTH HOUSTON, TEXAS

_____

By: Joe Soto, MAYOR

ATTEST:

_____

City Secretary, City of South Houston, Texas

CITY OF CLUTE, TEXAS

_____

By: Calvin Shifflet, MAYOR

ATTEST:

_____

City Secretary, City of Clute, Texas

GALVESTON COUNTY, TEXAS

_____

James D. Yarbrough, County Judge

ATTEST:

_____

Mary Ann Daigle, County Clerk

In conformance with Texas Government Code Section 791.011(d)(3), each payment due from a party to COLC for services provided for herein are payable from the party's current revenues.

COPY

This Contract is hereby signed and fully executed in multiple parts, on this ____ day of _____ 2009.

CITY OF LEAGUE CITY, TEXAS

_____

By: Toni Randall, MAYOR

ATTEST:

_____

City of Secretary, City of League City, Texas

CITY OF WEBSTER, TEXAS

_____

By: Floyd Myers, MAYOR

ATTEST:

_____

City of Secretary, City of Webster, Texas

CITY OF SEABROOK, TEXAS

_____

By: Gary Renola, MAYOR

ATTEST:

_____

City Secretary, City of Seabrook, Texas

CITY OF TEXAS CITY, TEXAS

_____

By: Matthew Doyle, MAYOR

ATTEST:

_____

City Secretary, City of Texas City, Texas

CITY OF PEARLAND, TEXAS

_____

By: Tom Reid, MAYOR

ATTEST:

_____

City Secretary, City of Pearland, Texas

CITY OF SOUTH HOUSTON, TEXAS

_____

By: Joe Soto, MAYOR

ATTEST:

_____

City Secretary, City of South Houston, Texas

CITY OF CLUTE, TEXAS

_____

By: Calvin Shifflet, MAYOR

ATTEST:

_____

City Secretary, City of Clute, Texas

GALVESTON COUNTY, TEXAS

_____

James D. Yarbrough, County Judge

ATTEST:

_____

Mary Ann Daigle, County Clerk

In conformance with Texas Government Code Section 791.011(d)(3), each payment due from a party to COLC for services provided for herein are payable from the party's current revenues.

COPY

This Contract is hereby signed and fully executed in multiple parts, on this ____ day of _____ 2009.

CITY OF LEAGUE CITY, TEXAS

_____

By: Toni Randall, MAYOR

ATTEST:

_____

City of Secretary, City of League City, Texas

CITY OF WEBSTER, TEXAS

_____

By: Floyd Myers, MAYOR

ATTEST:

_____

City of Secretary, City of Webster, Texas

CITY OF SEABROOK, TEXAS

Gary T. Renola

By: Gary Renola, MAYOR

ATTEST:

_____

City Secretary, City of Seabrook, Texas

CITY OF TEXAS CITY, TEXAS

_____

By: Matthew Doyle, MAYOR

ATTEST:

_____

City Secretary, City of Texas City, Texas

CITY OF PEARLAND, TEXAS

_____

By: Tom Reid, MAYOR

ATTEST:

_____

City Secretary, City of Pearland, Texas

CITY OF SOUTH HOUSTON, TEXAS

_____

By: Joe Soto, MAYOR

ATTEST:

_____

City Secretary, City of South Houston, Texas

CITY OF CLUTE, TEXAS

_____

By: Calvin Shifflet, MAYOR

ATTEST:

_____

City Secretary, City of Clute, Texas

GALVESTON COUNTY, TEXAS

_____

James D. Yarbrough, County Judge

ATTEST:

_____

Mary Ann Daigle, County Clerk

In conformance with Texas Government Code Section 791.011(d)(3), each payment due from a party to COLC for services provided for herein are payable from the party's then current revenues.

COPY

This Contract is hereby signed and fully executed in multiple parts, on this ____ day of _____ 2009.

CITY OF LEAGUE CITY, TEXAS

_____

By: Toni Randall, MAYOR

ATTEST:

_____

City of Secretary, City of League City, Texas

CITY OF WEBSTER, TEXAS

_____

By: Floyd Myers, MAYOR

ATTEST:

_____

City of Secretary, City of Webster, Texas

CITY OF SEABROOK, TEXAS

_____

By: Gary Renola, MAYOR

ATTEST:

_____

City Secretary, City of Seabrook, Texas

CITY OF TEXAS CITY, TEXAS

_____

By: Matthew Doyle, MAYOR

ATTEST:

_____

City Secretary, City of Texas City, Texas

CITY OF PEARLAND, TEXAS

_____

By: Tom Reid, MAYOR

ATTEST:

_____

City Secretary, City of Pearland, Texas

CITY OF SOUTH HOUSTON, TEXAS

_____

By: Joe Soto, MAYOR

ATTEST:

_____

City Secretary, City of South Houston, Texas

CITY OF CLUTE, TEXAS

_____

By: Calvin Shifflet, MAYOR

ATTEST:

_____

City Secretary, City of Clute, Texas

GALVESTON COUNTY, TEXAS

_____

James D. Yarbrough, County Judge

ATTEST:

_____

Mary Ann Daigle, County Clerk

Exhibit "A"
Resolution No. R2009-79

INTERLOCAL CONTRACTUAL AGREEMENT CONCERNING BREATH ALCOHOL TECHNICAL SUPERVISOR

COPY

This is an Agreement entered into on the ____ day of _____, 2009, by and between the CITY OF LEAGUE CITY, TEXAS, a home rule City existing in Galveston County, Texas, (hereinafter sometimes called "COLC") and the following governmental entities: THE COUNTY OF GALVESTON, TEXAS, acting on behalf of the offices of its Criminal District Attorney and its Sheriff a Texas County, CITY OF WEBSTER, TEXAS, a home rule City in Harris County, Texas, CITY OF SEABROOK, TEXAS, a home rule City in Harris County, Texas, CITY OF SOUTH HOUSTON, TEXAS, a home rule City in Harris County, Texas, CLUTE, TEXAS , a home rule City in Brazoria County, Texas, TEXAS CITY, TEXAS, a home rule City in Galveston County, Texas, PEARLAND, TEXAS, a home rule City in Brazoria County, Texas, pursuant to the Interlocal Cooperation Act of Texas (Chapter 791, Texas Government Code).

WITNESS:

WHEREAS, all of the contracting parties hereto have need for the services of a certified (by the Scientific Director, Alcohol Testing Program, Texas Department of Public Safety) Breath Alcohol Technical Supervisor, hereinafter sometimes collectively called "Breath Alcohol Technical Supervisor", and for an Evidential Breath Alcohol Instrument (also certified by the same Texas DPS Scientific Director) for use in law enforcement and prosecution of Driving While Intoxicated (hereafter "DWI") arrests; and

WHEREAS, each party shall provide its own certified Evidential Breath Alcohol Instrument including all enhancements, betterments or upgrades selected by COLC during the term of this agreement at its own cost but COLC has committed to providing the Breath Alcohol Technical Supervisor for the provision of services described herein for COLC and all the collective governmental entities named herein, using and supervising the use of said in house Evidential Breath Alcohol Instrument at the offices of the various contracting parties. That employee/Breath Alcohol Technical Supervisor of COLC shall be a Breath Alcohol Technical Supervisor at the COLC, whose job description shall be that he/she shall, in a capable and professional manner:

1. Comply with and meet all Breath Alcohol Testing Regulations set forth in the Texas Breath Alcohol Regulations Title 37 Public Safety and Corrections, Part 1 Texas Department of Public Safety Chapter 19, Breath Alcohol Testing Regulations, Subchapter A, Breath Alcohol Testing Regulations attached hereto and incorporated herein by reference as Exhibit "A" is a recitation of said regulations.
2. Perform any other duties by the Scientific Director, Alcohol Testing Program, Texas Department of Public Safety, which are either required now or in the future as a predicate to admissibility of evidence related to the Evidential Breath Alcohol Instrument equipment or the methods, processes or procedures utilized or followed by each entity.
3. Provide all breath testing needs including mouthpieces and all other collateral supplies [except an ample supply of blood tubes and all State mandated and

In conformance with Texas Government Code Section 791.011(d)(3), each payment due from a party to COLC for services provided for herein are payable from the party's then current revenues.

COPY

This Contract is hereby signed and fully executed in multiple parts, on this ____ day of _____ 2009.

CITY OF LEAGUE CITY, TEXAS

_____

By: Toni Randall, MAYOR

ATTEST:

_____

City of Secretary, City of League City, Texas

CITY OF WEBSTER, TEXAS

_____

By: Floyd Myers, MAYOR

ATTEST:

_____

City of Secretary, City of Webster, Texas

CITY OF SEABROOK, TEXAS

_____

By: Gary Renola, MAYOR

ATTEST:

_____

City Secretary, City of Seabrook, Texas

CITY OF TEXAS CITY, TEXAS

_____

By: Matthew Doyle, MAYOR

ATTEST:

_____

City Secretary, City of Texas City, Texas

CITY OF PEARLAND, TEXAS

_____

By: Tom Reid, MAYOR

ATTEST:

_____

City Secretary, City of Pearland, Texas

CITY OF SOUTH HOUSTON, TEXAS

_____

By: Joe Soto, MAYOR

ATTEST:

_____

City Secretary, City of South Houston, Texas

CITY OF CLUTE, TEXAS

_____

By: Calvin Shifflet, MAYOR

ATTEST:

_____

City Secretary, City of Clute, Texas

GALVESTON COUNTY, TEXAS

_____

James D. Yarbrough, County Judge

ATTEST:

_____

Mary Ann Daigle, County Clerk

In conformance with Texas Government Code Section 791.011(d)(3), each payment due from a party to COLC for services provided for herein are payable from the party's current revenues.

COPY

This Contract is hereby signed and fully executed in multiple parts, on this ____ day of _____ 2009.

CITY OF LEAGUE CITY, TEXAS

By: Toni Randall, MAYOR

ATTEST:

City of Secretary, City of League City, Texas

CITY OF WEBSTER, TEXAS

By: Floyd Myers, MAYOR

ATTEST:

City of Secretary, City of Webster, Texas

CITY OF SEABROOK, TEXAS

By: Gary Renola, MAYOR

ATTEST:

City Secretary, City of Seabrook, Texas

CITY OF TEXAS CITY, TEXAS

By: Matthew Doyle, MAYOR

ATTEST:

City Secretary, City of Texas City, Texas

CITY OF PEARLAND, TEXAS

By: Tom Reid, MAYOR

ATTEST:

City Secretary, City of Pearland, Texas

CITY OF SOUTH HOUSTON, TEXAS

By: Joe Soto, MAYOR

ATTEST:

City Secretary, City of South Houston, Texas

CITY OF CLUTE, TEXAS

By: Calvin Shifflet, MAYOR

ATTEST:

City Secretary, City of Clute, Texas

GALVESTON COUNTY, TEXAS

James D. Yarbrough, County Judge

ATTEST:

Mary Ann Daigle, County Clerk

AGENDA ITEM #23.b.

GALVESTON COUNTY TEXAS

COASTAL ALTERNATIVE PROGRAM (CAP)

FUNDING PARAMETERS

INTERLOCAL AGREEMENT AND

MEMORANDUM OF UNDERSTANDING

2013-2014 School Year

FUNDING PARAMETERS

FUNDING:

For the 2013-2014 school year, the Coastal Alternative Program (CAP) has capacity to educate a total of sixty (60) students (sixty enrolled, projected fifty-five [55] in daily attendance). These sixty students shall include only discretionary expelled students in grades 6 and above from the participating Galveston County school districts. In the event enrollment for expelled students should exceed sixty students, slots will be allocated in the priority order listed in sections 9.04 and 9.11 of this Agreement.

"Discretionary" expulsions, defined as those students expelled for offenses described in Section 37.007 (b), (c), (f) and (i) of the TEC, shall be funded by the participating Independent School Districts (Districts) in Galveston County.
Any student arrested and charged with a Title 5 felony offense as described in Section 37.0081(a) shall be assigned to the JJAEP program (not CAP) at the individual expense of the district of enrollment of the student.

These "discretionary" students shall remain enrolled in and are eligible for Average Daily Attendance (ADA) in their sending districts. The entire cost of educating these students is borne by the respective sending District(s). The fiscal agent District shall provide the education component, shall maintain attendance records, and shall allocate costs by first calculating percent of participation in the program, district by district. For the 2013-2014 school year, Dickinson Independent School District (Dickinson ISD), serving as Fiscal Agent, shall accumulate expenditure records during the year, determine the percentage of student participation, and allocate costs accordingly to the Districts, based on the procedures outlined herein.

This Agreement consists of the Funding Parameters, the Interlocal Cooperation Agreement and Memorandum of Understanding for the Coastal Alternative Program and all Addenda hereto.

Additional Considerations

1. Any additional ADA, funding allotment or grant that the Fiscal Agent receives shall be deducted from the overall cost in determining net cost. The CAP anticipates receiving funds from Harris County Department of Education attributable to an Option 4 agreement between Texas City Independent School District and Laredo Independent School District. Provided that, no recapture funds received directly or indirectly from a Chapter 41 school district pursuant to an Option 4 agreement shall be used to reduce the pro-rata cost of that Chapter 41 school district.

2. Each District shall reimburse the Fiscal Agent, which shall pay instructional personnel and all other related expenses of the CAP. Such reimbursement calculations shall be determined by pro-rata participation.

3. Each District shall pay its projected annual fixed costs in advance (to maintain access to the program; after September 1, 2013), with the balance of projected/actual costs to be as noted below in paragraph 3.c. Total expense to each District for the annual operation of the program will be based on:

   a. Estimate of total operating cost of the program as approved in the annual budget.

   b. One-half (50%) of the annual projected operating cost for CAP to be paid as a fixed-rate cost (no variance due to program participation) based on prior year District ADA. This amount shall be paid annually after September 1, 2013. Calculations on percentage of District ADA will be from the June 2013 PEIMS report for fixed costs.

   c. One-half (50%) of the annual operating cost for CAP shall be paid as a variable cost (calculated as the pro-rata share of each participating district's student enrollment percentage in the CAP as calculated at the end of the 2013-2014 school year). This shall be invoiced based on final calculations of percentage of each District's ADA as per the June 2014 PEIMS report.

   d. Should assignments to CAP cause expenses to be higher than projected for the year, Districts shall assume their pro-rata share of the increased cost above projections (see section 4.01 of the MOU portion of this Agreement).

4. The Fiscal Agent will pay the school administrator for the education component, teachers, secretary, security staff and other staff deemed appropriate for successful implementation of the program as in the approved budget. In lieu of indirect cost, the Fiscal Agent will pay one fifth of its Director of Alternative Education's salary and one fifth of the Director's secretary's salary as an expense to the CAP education component and shared as a portion of the pro-rata expense.

5. All instructional materials will be selected and ordered by the Fiscal Agent.

6. For the 2013-2014 school year the CAP will be physically located in Santa Fe ISD, at the Tax Office site on 13302 Hwy. 6, Santa Fe, TX. Expenses reimbursed to Santa Fe ISD will include pro-rata share of copier use, utility consumption on a square foot pro-rata basis, custodial services and other related services required for the day-to-day operation of the program. As fiscal agent, Dickinson ISD will also reimburse Santa Fe ISD $.50 cents per square foot of used space per month for 5 months for use of the facility (rent), and for reasonable costs related to required renovations needed to prepare the new SFISD location for the CAP program.

7. Galveston County shall provide personnel, equipment, and training for two Sheriff's Deputies to be assigned to the program for purposes of security and support. Deputies shall be assigned through the relationship currently in place with the liaison officer program in DISD, but paid directly by the County. Site supervision and program oversight will be the responsibility of the officer assigned to coordinate activities in DISD.

County of Galveston
State of Texas

INTERLOCAL COOPERATION AGREEMENT AND MEMORANDUM OF UNDERSTANDING FOR COASTAL ALTERNATIVE PROGRAM

This Agreement is entered into by, between and among the County of Galveston and each of the independent school districts participating in the Coastal Alternative Program (CAP):

WHEREAS, the County of Galveston 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; and,

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; and,

WHEREAS, Chapter 37 of the Texas Education Code provides for the development of a "disciplinary alternative education program" with the participation of the school districts subscribing hereto; and

WHEREAS, the Parties concur that the educational component of the CAP can be administered most efficiently at a centralized location within the authority and oversight of Dickinson Independent School District--as they concurrently oversee the County Alternative Education Program education components. The Parties desire to engage Dickinson Independent School District to serve as Fiscal Agent for the education component of CAP and each of the participating districts for the education of students assigned to the CAP, understanding that the CAP serves only grades 6 and above. The parties also agree that grade 6 students assigned to the CAP shall be assigned "secondary student" status, and will not be separated from students in grades 7 and above. Further, the parties agree that it is advisable for security services to be provided and paid by Galveston County Sheriff's office.

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

The CAP shall be subject to this memorandum of understanding developed by the participating independent school districts. 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) shall determine and coordinate the site of the campus of the CAP within Galveston County, and shall provide administration of the educational aspects of the campus and serve as the Fiscal Agent of each participating school district (District).

2.02 As Fiscal Agent for education 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 the approved budget and policies promulgated and/or adopted by the governing board of the CAP. 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 budget for governing board approval; shall disburse program funds applicable to education services; 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' sending 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 CAP shall include:

* Chairperson: The Superintendent of Dickinson ISD shall serve as chairperson for the CAP Governing Board. The chairperson shall be entitled to vote on any matter before the governing board.

* Ex-Officio Member -- The Director of Alternative Education for Dickinson ISD shall serve as an ex officio member, and shall have no vote.

* Members: (each with one vote) -- Six (6) school district representatives of participating school districts (Superintendent or designee) as agreed by Galveston County Superintendents. One member shall be the superintendent (or designee) of the district providing the situs of the program, providing that is not Dickinson ISD.

2.05 The Governing Board of the CAP shall meet on the basis of called meetings as deemed appropriate by the Chairperson in order to monitor and adjust the program. Such meetings shall be held at least annually, with the annual meeting held prior to February 1.

2.06 Quorum--For purposes of action on any item requiring a vote, a simple majority of the members of the governing board shall constitute a quorum, and majority rules shall apply for all action items.

III. FINANCIAL OBLIGATIONS

3.01 The expenses of this program shall be covered pursuant to the Funding Parameters on pages 1, 2 and 3 of this Agreement.

3.02 Funds, which must follow a placed student, include those under TEC Section 37.008(g).

3.03 Nothing herein shall burden the Fiscal Agent with the added expense necessary to address or accommodate any particular needs of special education, education of the disabled, accommodation of disability, limited English proficient, or other special requirements unique to a particular student. Such services, cost(s) and expense(s) shall remain the responsibility of the sending school district. The Fiscal Agent and the responsible 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 (also known as ARD Committee meetings).

3.04 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. 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.

3.05 SECURITY—Galveston County shall provide personnel, equipment, and training for two Sheriff's Deputies to be assigned to the program. Deputies shall be assigned through the relationship currently in place with the liaison officer program in DISD, but paid directly by the County. Site supervision and program oversight will be the responsibility of the officer assigned to coordinate activities in DISD. One officer will be on site at all times at the CAP program, and one officer may focus on attendance and transition issues, as well as other duties as assigned. Nothing herein shall burden the County to provide and pay more than two Deputies, unless done so by prior consent of the County.

IV. BUDGETING

4.01 As Fiscal Agent, Dickinson ISD shall prepare a budget of operational and maintenance costs for educational services anticipated for full usage of the CAP during the 2013-2014 school year. Such budget shall consider, without limitation,

a. 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

b. No fewer than four full time classroom teachers as necessary and advisable for the program

c. Pupil-teacher ratios are to be maintained between 8 to 1 and 15 to 1

d. Salaries for teachers/substitutes, etc.

e. Salaries for paraprofessional support functions

f. Salaries of administrative functions including site administration, 1/5 of Director of Alternative Education salary and 1/5 of secretary salary

g. Appropriately approved counseling services, social services, behavior coach services, etc.

h. Educational supplies

i. Contracted services (including technology, phone, copier, software, security, administrative costs, utilities, custodial services, etc.)

j. Equipment as required for educational services

k. Responsibility for medical needs or counseling services required for individual students as determined on a case by case basis--generally to be paid by sending district

The budget shall be approved and/or amended by action of the Governing Board. Nothing herein shall require the Fiscal Agent or Governing Board to amend its budget involuntarily, nor to incur added expense without means of reimbursement.

V. INVOICING

Upon the conclusion of the school year, as outlined in the funding parameters of this agreement, the Fiscal Agent shall bill each District for the balance of actual expenditures attributable to each District not previously paid. In the event of expenditure in excess of the budget due to unanticipated needs, Fiscal Agent may

recoup such expense, as the Parties hereby acknowledge and agree that such additional expense is within their contemplated commitment to this program.

VI. ACCOUNTABILITY/ATTENDANCE

For purpose of accountability under Chapter 39 of the TEC and the Foundation School Program, a student enrolled in the CAP shall be reported as if the student were enrolled at the student's sending campus in the student's regularly assigned education program, including a special education program, where applicable. The sending 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 sending district. All ADA funding entitlements generated by CAP placements shall remain with the sending district.

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. Students who are not attending shall be withdrawn from CAP by the program administrator for non-attendance according to the policy of, and in concert with, the administration of the sending district.

In the event a student assigned to the CAP 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 financial and attendance responsibility of the original district until the registration/enrollment of the student in another district is completed.

VII. ADMINSTRATIVE RESPONSIBILITIES

Physical plant maintenance relating to the CAP shall be the responsibility of Santa Fe ISD, not Dickinson ISD nor any other District. However, the CAP program budget shall have a provision to reimburse Santa Fe ISD for actual expenses of utilities, copiers, etc. used by the CAP. All routine/day-to-day education component administrative duties are the responsibility of Dickinson ISD, not Santa Fe ISD or any other District.

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 2013-2014 school year.

8.03 In the event of legal proceedings/investigations, etc. which result in expense to the CAP program and/or which result, in whole or part, from operation of the CAP program, participating districts agree to participate in that expense on the basis of pro-rata participation in the ADA of the program for that year.

IX. MOU ADOPTION AND OPERATING GUIDELINES

The "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 understood that no court may order an expelled student to attend CAP as a condition of probation or deferred adjudication--they would be assigned to the Juvenile Justice Alternative Education Program. However, each participating school district acknowledges the importance of working with the court system to accommodate student placements as the district deems appropriate. The Parties hereby initiate the following operating policy guidelines:

9.01 The daily administration of all aspects of the CAP including the Code of Conduct, will be conducted by the Fiscal Agent District under the direction of its Superintendent or the superintendent's designee. The program will serve all eligible grade-6-and-above students from participating Districts, with the understanding that grade 6 students shall be designated "secondary students" for purposes of CAP administration.

9.02 A student who is found to have engaged in conduct resulting in expulsion under TEC Section 37.007 as a discretionary placement is eligible to attend. A student who has been erroneously assigned to the GCJJAEP because their expulsion meets "discretionary" expulsion qualifications, not "mandatory", shall be reassigned to CAP and is eligible to attend. Students arrested and charged with a Title 5 felony violation, under Section 37.0081, will be assigned to the County JJAEP program at the expense of the sending district.

9.03 A student who is or was last enrolled in a school district whose administrative offices are located within Galveston County, and who currently resides in a Galveston County school district is eligible to attend, if also qualified as in 9.02 above.

9.04 The Coastal Alternative Program has facilities to educate a total of sixty (60) students. When all available space has been utilized, it will be the responsibility of the member ISDs to provide the educational services for their expelled students. Should space become an issue, slots shall be allocated in the CAP in priority order as listed below (also see section 9.11 of this Agreement):

1. Students expelled under TEC section 37.0081 (a); provided however that such expelled students shall not be enrolled for an original expulsion period less than 75 days

2. Students expelled under TEC section 37.007 (b), (c), (f), or (i); provided however that such expelled students shall not be enrolled after the second Friday in May.

3. Students not specifically eligible, but assigned by voluntary agreement between a participating school district and a student's parents, may be enrolled in the CAP providing the sending District agrees to assume all costs.

9.05 1. The Parties agree to comply with the following admission procedures:

a. The sending District shall notify the Director of Alternative Education or the Director's designee of a pending expulsion hearing in order to determine there is space available and to facilitate the student's transition into the CAP in the event the student is expelled. The District in which the student is or was last enrolled shall provide to the Fiscal Agent, Dickinson ISD, a copy of the order of expulsion.

b. An expulsion order pursuant to TEC section 37.0081 shall include a statement regarding the specific determinations required under Section 37.0081 (a) (1) and (2).

c. 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.

d. 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.

e. An expelled student may attend the CAP providing space is available.

f. Accompanying the order of expulsion, the District in which the student is or was last enrolled shall provide to CAP Administration:

1) Parent contact information;
2) Expulsion letter signed by a district official authorized to expel students
3) Copy of student's Birth certificate;
4) Copy of student's social security card or assigned student PEIMS number
5) Student attendance records;
6) Students disciplinary records;
7) Transfer grades for each class;
8) TAKS/other tests summary sheets;

9) Current year grade reports (including progress reports, report cards, etc.)
10) Current School transcript;
11) High School graduation plan;
12) Special programs information and appropriate records showing transfer to CAP-- including, but not limited to, 504, Special Education, and bilingual ESL;
13) Competed form "Notification to CAP"
14) Name, address, phone number, facsimile number, email address of person to whom attendance records are to be sent; and
15) Other or revised information as may be determined by the CAP administration and included on instructions to participating districts.

2. The sending district shall assign the student to a minimum period of 75 days (special exception only with mutual agreement of sending District and the Director of Alternative Education prior to issuance of the expulsion order). Assignment shall not exceed 85 days. A CAP evaluation rubric shall allow for release prior to completion of 75 days, but most students will complete a minimum of 60% of the placement (excepting capacity concerns/problems).

   a. CAP will operate on the Fiscal Agent's school calendar, but if feasible, CAP will release the student at the end of the sending District's grading period. No student shall be accepted or released during the last two weeks of CAP's first semester. The CAP shall not accept or release students after the second Friday in May.

   b. Expulsions occurring before the third Wednesday in May shall be accepted if the completed expulsion paperwork is received by CAP on the third Monday in May. CAP placement paperwork received after the third Monday in May will be processed for placement, but at the beginning of the following year. Those students shall be housed at their district's DAEP the remainder of the year. The days at the DAEP will count towards the expulsion days.

   c. Students must attend orientation and begin attending CAP by the 3rd Monday in May. The educational services for any student with an expulsion not enrolled by that date shall remain the responsibility of the sending district until the start of the next school year.

3. Prior to the completion of the student's placement in the CAP, the program's administration will coordinate with the campus of record to initiate the student's transfer back to his or her sending campus.

4. The CAP administrator will conduct an admission conference with the student and a parent or guardian to review all the CAP requirements and answer any questions on the first day of attendance.

5. Each sending school district shall be responsible for transportation to and from the CAP for all regular program students as well as special education students. The CAP site in Santa Fe ISD has no provision to accommodate personal transportation, and such transportation shall not be allowed. In the event a student misses the bus for some excusable reason, parent delivery may be arranged with the CAP site administrator. Any request beyond that would require consideration by the Director of Alternative Education, but should not include parental preference to deliver and pick up the expelled student. If a student is removed from the bus for disciplinary reasons, delivery by other methods would require approval of the Director of Alternative Education. Daily attendance of expelled students assigned to CAP is required.

6. Adult students (i.e., students 18 years of age or older) will be served at the discretion of the CAP to the extent required by the Texas Education Code or, if applicable, federal laws regarding the education of special education students.

9.06 In the event the Director of Alternative Education or the Director's designee believe the CAP is unable to meet the needs of an expelled student, the Director or the Director's designee may initiate the appeals process.

1. If a special education student is involved, the Director or Director's designee shall contact the sending school district, requesting that an ARD committee be convened to consider the appropriate placement of the student. If the sending district ARD committee determines that the CAP placement is appropriate, the sending district shall accept full financial responsibility for provision of appropriate services.

2. For other students, the appeals committee shall consist of three members including the Superintendent of the district serving as fiscal agent (or designee), the Director of Alternative Education, and one Superintendent (or designee) from a participating district other than the sending district of the student in question. The appeals committee shall generally convene within five (5) business days to render a decision regarding the student's assignment to the CAP. The appeals committee reserves the authority to return the offending discretionary placement student to the sending district if it is determined that the CAP is unable to meet the student's needs.

9.07 The CAP shall have its own code of conduct (Code of Conduct)--based on the Code of Conduct of Dickinson ISD.

Each District has developed its own criteria for expulsions and its own definition of serious or persistent misbehavior, and that criteria and definition are accepted for purposes of this Agreement. Please refer to the appropriate DISTRICT

CODE OF CONDUCT for specifics on what behavior may or shall result in placement at the CAP.

Each District shall provide the Fiscal Agent District with current copies of the respective code of conduct. In the event a District amends its existing code of conduct, the District shall, within three working days after voting the approval of an amendment, provide a copy of the code of conduct as amended to the CAP administrator. Each District's code of conduct shall be available for public inspection at the CAP site at all times that the school is open.

9.08 Each student shall be provided an educational progress/facilitation plan. CAP staff and administration shall regularly review the student's academic progress. In the case of a high school student, the CAP 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 tests as required by the Texas Education Agency (TEA) rests with the CAP administrator and the student's sending 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.

9.09 Identified special education students shall be provided required services (as in their IEP) with any additional cost over and above average cost of program services for all other participants borne by the sending District. Provision 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. Responsibility for TELPAS observations will depend on the date the student begins the CAP. Details will be determined on an individual basis.

9.10 The Parties agree that the order to participate in the program and the CAP Code of Conduct shall be incorporated into each student's case prior to admission. 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.

9.11 Any student not a Priority 1 placement may be "bumped" from participation in CAP in reverse priority order. A student may be allowed to remain in the CAP setting once the student has completed their assigned days of placement in order to meet holiday schedules.

9.12 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. A student with a disability who receives special services may not be placed in CAP solely for educational purposes.

4. The District conducting an MDR to determine if a student's behavior is subject to expulsion shall, in accordance with applicable federal law, provide the administrator of the CAP or the administrator's designee with reasonable notice of the meeting of the student's ARD committee to discuss the student's MDR. A representative of the CAP may participate in that meeting (or relevant staffing or ARD meetings) to the extent that the meeting relates to the student's placement in the CAP.

5. CAP 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.

6. Related services remain the responsibility of the sending District. CAP teachers will issue progress reports every three weeks as per the DISD calendar, and will monitor progress of IEP goals every six nine weeks.

7. If, after placement in the CAP, a teacher of the program or the administrator has concerns that the student's educational or behavioral needs cannot be met in the CAP, the administrator or designee shall immediately provide written notice of those concerns to the sending District. (See section 9.06).

9.13 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 may be placed at CAP only after an MDR has determined that the misconduct is not caused by the student's need for accommodation, and the student can receive an appropriate education at the CAP.

2. Minutes of the meeting in which the above determinations are made, and the revised accommodation plan must be received by the CAP administrator prior to scheduling an orientation for the student.

9.14 Teachers assigned to the CAP, 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).following procedures in place for Dickinson ISD employees. Employment in the CAP is contingent upon the completion and return of acceptable results.

9.15 This Agreement consists of Funding Parameters, Interlocal Cooperation Agreement and Memorandum of Understanding for the Coastal Alternative Program. Any District financial obligation created hereunder is payable only and solely from current revenues appropriated by the respective District and available for the purpose described herein.

9.16 This Agreement is effective August 1, 2013 through August 31, 2014. The Parties shall use their best efforts to execute a renewal of the memorandum prior to August 1, 2013. 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**, as authorized by the Dickinson ISD through its Board of Trustees on the 17th day of June, 2013; the County of Galveston by action of Commissioners' Court on the _____ day of _____, 2013; and by each of the participating school districts by action on dates as indicated below, to be effective the 1st day of August, 2013.

GALVESTON COUNTY COMMISSIONER'S COURT

By: _____

DICKINSON INDEPENDENT SCHOOL DISTRICT
(as Fiscal Agent and as a Participating District)

By: Fritzie Samford

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:
7-15-13

By: Rebecca Hellenburg

GALVESTON INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:
6/19/13

By: _____

LA MARQUE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization: 6-20-13

By: Nakisha Paul

SANTA FE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

6-17-13

By: John Rotheimel

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:
June 25, 2013

By: Bryan K. Thompson

AGENDA ITEM #23.c.

Special Warranty Deed

The State of Texas	**§**	
	§	**Know All Men By These Presents:**
County of Galveston	**§**	

That the **County of Galveston, a political subdivision of the State of Texas, acting by and through its County Commissioners' Court ("Grantor"),** for and in consideration of the public benefit to be derived by the continuence by the **The City of Dickinson, a political subdivision of the State of Texas ("Grantee")** of utilization of the Property hereafter described for municipal governmental purposes**,** the receipt and sufficiency of which is hereby acknowledged and confessed have, subject to the exclusions and limitations and the right of reversion contained herein, **Given, Granted and Confirmed,** and by these presents do **Give, Grant and Confirm** to **Grantee** the following described real property and improvements **("Property")** located in Dickinson, Galveston County, Texas to wit:

> **That portion of Block Three Hundred Forty-Six (346), Southwest of State Highway 3 of the Town of Nicholstone Galveston County, Texas according to the map or plat thereof recorded in Volume 93, Page 3, of the Deed Records of Galveston County, Texas, save and except that portion of Block Three Hundred Forty-Six (346) heretofore conveyed by J.H. Ross, Commissioner, to the Board of Trustees of the Dickinson Common School District No. Seven (7), by Deed Dated September 6, 1929, recorded in Volume 435, Page 224 of the Deed Records of Galveston County, Texas.**

This conveyance is made by the Grantor herein and accepted by the Grantee herein subject to the reversionary provisions set forth in V.T.C.A., Texas Local Government Code §272.001(l) which provides as follows, to-wit:

> (l) The notice and bidding requirements provided by Subsection (a) do not apply to a donation or sale made under this subsection. A political subdivision may donate or sell for less than fair market value a designated parcel of land or an interest in real property to another political subdivision if:
>
> (1) the land or interest will be used by the political subdivision to which it is donated or sold in carrying out a purpose that benefits the public interest of the donating or selling political subdivision;
>
> (2) the donation or sale of the land or interest is made under terms that effect and maintain the public purpose for which the donation or sale is made; and

(3) the title and right to possession of the land or interest revert to the donating or selling political subdivision if the acquiring political subdivision ceases to use the land or interest in carrying out the public purpose.

The County's public purpose(s) in conveying the Property is to allow the City to continue to utilize the Property for governmental or educational purposes with the exception that the Property may not be used for proprietary purposes nor may the Property be conveyed by the City to any third party or corporation or other legal entity (collectively Third Party) or to a Local Governmental Corporation, an Economic Development Corporation, a Housing Finance Corporation, a Municipal Management Corporation or other similar municipal revenue generating corporation that might be established by a municipality to pursue economic development of the Property in tandem with the development of the surrounding property.

In the event the City ceases to use the Property for permitted governmental or educational purposes or in the event the City shall attempt to license, lease or otherwise convey the Property to any Third Party upon such failure to use the Property for the public purposes stated herein or upon the attempted conveyance of the Property to a Third Party, the fee simple title to this tract of land shall automatically revert to the County unless prior to such event(s) the City pays the County the fair market value of the Property.

Should the City decide to pay the County the fair market value of the Property as stated above, the County and the City agree that the fair market value of the Property will be 110% of the uncontested or unadjusted assessed land value as established by the Galveston Central Appraisal District in the year the City ceases to use the Property for the purposes stated above or desires to sell the Property to a Third Party. Such payment will be tendered to the County by the City prior to either event taking place. Upon such payment, the reverter will no longer be enforceable and the City will have the right to continue to use the Property for any other purpose.

This conveyance is also made by the Grantor herein and accepted by the Grantee herein subject to those certain covenants, conditions, restrictions, mineral reservations, other reservations, rights, rights of way, easements, encumbrances, encroachments, licenses, liens, and other matters effecting title that are of record in the real property records of Galveston County, Texas and to all improvements and other matters visible on the ground.

By acceptance of this Deed, Grantee acknowledges and agrees that the Property is being transferred and conveyed "as is, where is," without any representation or warranty of any nature (a) as to the value or freedom from encumbrance of any of the Property, or (b) as to any warranty of merchantability or warranty of fitness for a particular purpose of, or any other matter concerning the Property.

Grantor also 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, underground storage tanks 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 also acknowledges and agrees:

a) Grantee has inspected the Property and is relying solely on its own investigation of the same and not on any information provided or to be provided by or on behalf of Grantor;

c) that any information provided with respect to the Property was obtained from a variety of sources;

d) Grantor (i) has not made any independent investigation or verification of such information; and (ii) does not make any representations as to the accuracy or completeness of such information;

e) that as to the 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; and

(f) that Grantee understands that the Property may have incurred damage caused by Hurricane Ike and that such damage may not have been fully repaired.

Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, its elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against Grantor, its respective elected and appointed officials, 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 Property 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, its successors 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 and 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 Dickinson Independent School District or 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 out 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.

To the extent permitted by the constitution and laws of the State of Texas Grantee hereby further agrees on behalf of itself and its successors 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.

Each and all of the easements, covenants, conditions and restrictions set forth in this Special Warranty Deed shall run with and bind the Property as the case may be. All covenants, conditions and restrictions set forth in this Special Warranty Deed shall be equitable servitudes.

All of the easements, covenants, conditions and restrictions set forth in this Special Warranty Deed shall be binding on the Grantee and its successors and assigns, and shall be for the benefit of the Grantor, its successors and assigns.

To Have and to Hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said **Grantee**, its successors and assigns forever; and **Grantor** does hereby bind itself its successors, and assigns, subject to the limitations and right of reversion recited herein, to **Warrant and Forever Defend** all and singular the said premises unto the said **Grantee**, its successors and assigns against any person whomsoever lawfully claiming or to claim the same or any part thereof, **by, through and under Grantor but not otherwise.**

Executed this _____ day of _____, 2013.

County of Galveston

By: _____
Mark A. Henry
County Judge
Grantor

Attest:

_____
Dwight D. Sullivan
County Clerk

Accepted this _____day of _____,2013.

City of Dickinson, Texas

By: _____
Name: Julie Masters
Title: Mayor

Attest:

_____
Carolyn Anderson
City Secretary

The State of Texas §
§
County of Galveston §

This instrument was acknowledged before me on _____, 2012 by **Mark A. Henry, County Judge of Galveston County**, on behalf of **Galveston County, a political subdivision of the State of Texas**.

Given Under My Hand and Seal of Office,
this ___ day of _____, 2013

_____
Notary Public
State of Texas
My Commission Expires:_____

The State of Texas §
§
County of Galveston §

This instrument was acknowledged before me on _____, 2012 by **Julie Masters, Mayor of the City of Dickinson, Texas** on behalf of the **City of Dickinson, Texas, a municipality and a political subdivision of the State of Texas.**

Given Under My Hand and Seal of Office,
this ___ day of _____, 2013

_____
Notary Public
State of Texas
My Commission Expires:_____

Please Return to:
Carolyn Anderson
City Secretary
City of Dickinson
4403 Highway 3
Dickinson, Texas 77539

Word/Depts/Health District/Dickinson Deed

AGENDA ITEM #24.a.

On this the 3rd day of September, 2013, 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;
Kevin D. O'Brien, 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:

An Order Setting Civil Citation Fees to be Charged by the Galveston County Sheriff and Constables for Calendar Year 2014

Whereas, §118.131 of the Local Government Code authorizes the Commissioners' Court of each county to set reasonable fees to be charged for services by the offices of Sheriffs and Constables; and

Whereas, upon analysis of the projected costs of serving judicial civil process for the upcoming calendar year, a determination has been made as to the level of fees required to recoup the costs to Galveston County for this service; and

Whereas, the Commissioners' Court is of the opinion that the following fees are reasonable and should be established effective January 1, 2014, for this service of civil process in Galveston; and

Whereas, for each person, corporation, or other legal entity upon whom service of citation, precepts, subpoena, summons or process not otherwise provided for, if performed or attempted and return made, including mileage, if any, the Sheriff and Constables shall receive a fee of the following:

GALVESTON COUNTY FEES		
Notices:	**Subpoenas**	**$ 70.00**
	Summons	**$ 70.00**
	Writ of Attachment	**$ 150.00**
	Writ of Garnishment	**$ 150.00**
	Writ of Sequestration	**$ 200.00**

Notices Continue:	**Orders of Sale**	**$ 150.00**
	Writ of Possession	**$ 200.00**
	Forcible Detainer	**$ 55.00**
Service Fees:	**Small Claims Citation**	**$ 55.00**
	Justice Court Citation	**$ 55.00**
	All Other Courts' Citations	**$ 70.00**
Other Service Fees:	**Citation**	**$ 70.00**
	Deposition Subpoena	**$ 70.00**
	Posting	**$ 65.00**
	Publication	**$ 65.00**
	Notice	**$ 65.00**
	Execution	**$ 150.00**
	Delivery Bond	**$ 65.00**
	Replevy Bond	**$ 65.00**
	Restitution	**$ 150.00**
	Precept	**$ 80.00**
	Show Cause	**$ 75.00**
	Injunction	**$ 65.00**
	Restraining Order	**$ 65.00**
	Summons & Complaint	**$ 65.00**
	Commitment	**$ 55.00**
	Trustee Sale	**$ 85.00**
	Certiorari	**$ 75.00**
	Habeas Corpus	**$ 65.00**
	Scire Facias	**$ 65.00**
	Distress Warrant	**$ 70.00**
	Any Other Non-Writ	**$ 65.00**
	Any Other Writ	**$ 150.00**
	Tax Suits (Galveston County)	**$ 70.00**

Other Service Fees Continue:	**Tax Suits (out of county)**	**$ 100.00**
	Execution: Order of Sale; other Sheriff or Constable Sales	**$150.00 plus $35.00 per deputy per hour for Executions exceeding 4 hours**

Be It Further Ordered, Adjudged and Decreed that the fees as prescribed above are hereby established by this Commissioners' Court effective January 1, 2014, and that they shall remain in effect until further order of this Court.

Be it Further Ordered that beginning no later than October 1st and continuing for 30 thereafter a notice setting out the fees shall be posted both at the Courthouse door and at a public place in each County Commissioner's Precinct.

Be it Further Ordered that a notice setting out the fees shall be posted in the offices District and County Clerks, the Sheriff, the various Constables and the various Justices of the Peace and any other County Officials who are authorized to charge the fees.

Be it Further Ordered that the County Clerk is to furnish a certified copy of this Order to the Comptroller of Public Accounts before October 15th of this year.

It is Further Ordered that the District and County Clerks, the Justices of the Peace, the Sheriff, the Constables and any other affected official or department make appropriate revisions of their fee schedules and deposit requirements to incorporate therein the above fee prescribed by this Court.

Upon Motion Duly Made and Seconded, the above Resolution was passed this 2nd day of September, 2013.

County of Galveston, Texas

By: _____
Mark A. Henry, County Judge

Attest:

_____
Dwight D. Sullivan,
County Clerk
Depts/Commct/Resolut/HB1617.2013

Galveston County Legal Department

County Civil Citation 2013 Comparison Chart

	GALVESTON	*HARRIS	*DALLAS	*BEXAR	*TARRANT	*TRAVIS	*EL PASO	HIDALGO	*COLLIN		*FORT BEND	*DENTON	CAMERON	*NUECES	*CHAMBERS	*BRAZORIA	*MONTGOMERY	*JEFFERSON		
Est. Population	291,309	4,092,459	2,368,139	1,714,773	1,809,034	1,024,266	800,647	774,769	782,341		585,375	662,614	406,220	340,223	35,096	313,166	455,746	252,273		
ITEM									Constable	Sheriff									Sum	Average
Subpoena	$70.00	$70.00	$75.00	$60.00	$75.00	$70.00	$100.00	$70.00	$75.00	$55.00	$65.00	$60.00	$60.00	$75.00	$75.00	$100.00	$65.00	$65.00	$1,285.00	$71.39
Summons	$70.00	$70.00	$75.00	$60.00	$75.00	$70.00	$100.00	$70.00	$5.00	N/A	$65.00	$60.00	$60.00	$75.00	$75.00	$75.00	$65.00	$65.00	$1,135.00	$66.76
Writ of Attachment	$150.00	$100.00	$140.00	$210.00	$150.00	$145.00	$200.00	$200.00	$175.00	$150.00	$100.00	$150.00	$80.00	$160.00	$175.00	$150.00	$130.00	$150.00	$2,715.00	$150.83
Writ of Garnishment	$150.00	$75.00	$140.00	$207.00	$75.00	$105.00	$100.00	$80.00	$175.00	$150.00	$100.00	$85.00	$75.00	$160.00	$175.00	$150.00	$130.00	$125.00	$2,257.00	$125.39
Writ of Sequestration	$200.00	$125.00	$140.00	$210.00	$150.00	$145.00	$200.00	$200.00	$175.00	$150.00	$100.00	$150.00	$200.00	$160.00	$175.00	$150.00	$130.00	$200.00	$2,960.00	$164.44
Orders of Sale	$150.00	$125.00	$140.00	$195.00	$150.00	$205.00	$200.00	$200.00	$175.00	N/A	$100.00	$100.00	$200.00	$160.00	$100.00	$150.00	$130.00	$150.00	$2,630.00	$154.71
Writ of Possession	$200.00	$125.00	$160.00	$160.00	$150.00	$150.00	$200.00	$200.00	$175.00	$150.00	$100.00	$100.00	$200.00	$160.00	$175.00	$150.00	$130.00	$150.00	$2,835.00	$157.50
Forcible Detainer (Eviction)	$55.00	$70.00	$121.00	$60.00	$75.00	$70.00	$100.00	$70.00	$75.00	$55.00	$65.00	$60.00	$60.00	$75.00	$75.00	$75.00	$65.00	$60.00	$1,286.00	$71.44

*Reference the 2012 Sheriffs' & Constables' Fees Texas Comptroller Publication for additional fees and/or commissions.
http://www.texasahead.org/lga/sheriffs/2012S&CFeeManual.pdf

Galveston County Legal Department

County Civil Citation 2014 Comparison Chart

	GALVESTON	*HARRIS	*DALLAS	*BEXAR	*TARRANT	*TRAVIS	*EL PASO	HIDALGO	*COLLIN	*FORT BEND	*DENTON	CAMERON	*NUECES	*CHAMBERS	*BRAZORIA	*MONTGOMERY	*JEFFERSON		
Est. Population	291,309	4,092,459	2,368,139	1,714,773	1,809,034	1,024,266	800,647	774,769	782,341	585,375	662,614	406,220	340,223	35,096	313,166	455,746	252,273		
ITEM																		Sum	Average
Subpoena	$70.00	$70.00	$75.00	$65.00	$75.00	$70.00	$100.00	$70.00	$75.00	$65.00	$60.00	$60.00	$75.00	$75.00	$100.00	$65.00	$65.00	$1,235.00	$72.65
Summons	$70.00	$70.00	$75.00	$65.00	$75.00	$70.00	$100.00	$70.00	$75.00	$65.00	$60.00	$60.00	$75.00	$75.00	$75.00	$65.00	$65.00	$1,210.00	$71.18
Writ of Attachment	$150.00	$100.00	$140.00	$200.00	$150.00	$145.00	$200.00	$200.00	$175.00	$100.00	$150.00	$80.00	$160.00	$175.00	$150.00	$130.00	$150.00	$2,555.00	$150.29
Writ of Garnishment	$150.00	$75.00	$140.00	$207.00	$75.00	$105.00	$100.00	$80.00	$175.00	$100.00	$85.00	$75.00	$160.00	$175.00	$150.00	$130.00	$125.00	$2,107.00	$123.94
Writ of Sequestration	$200.00	$125.00	$140.00	$200.00	$150.00	$145.00	$200.00	$200.00	$175.00	$100.00	$150.00	$200.00	$160.00	$175.00	$150.00	$130.00	$200.00	$2,800.00	$164.71
Orders of Sale	$150.00	$125.00	$140.00	$200.00	$150.00	$205.00	$200.00	$200.00	$175.00	$100.00	$100.00	$200.00	$160.00	$100.00	$150.00	$130.00	$150.00	$2,635.00	$155.00
Writ of Possession	$200.00	$125.00	$160.00	$160.00	$150.00	$150.00	$200.00	$200.00	$175.00	$100.00	$100.00	$200.00	$160.00	$175.00	$150.00	$130.00	$150.00	$2,685.00	$157.94
Forcible Detainer (Eviction)	$55.00	$70.00	$100.00	$65.00	$75.00	$70.00	$100.00	$70.00	$75.00	$65.00	$60.00	$60.00	$75.00	$75.00	$75.00	$65.00	$60.00	$1,215.00	$71.47

*Reference the 2013 Sheriffs' & Constables' Fees Texas Comptroller Publication for additional fees and/or commissions.
http://www.texasahead.org/lga/sheriffs/20135&CFeeManual.pdf

AGENDA ITEM #24.c.

On this 17th day of September, 2013 the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members present:

Mark A. Henry, County Judge;
Ryan Dennard, Commissioner, Precinct No. 1;
Kevin O'Brien, Commissioner, Precinct No. 2;
Stephen D. 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 November 18, 2009, Commissioners' Court authorized the County Judge to execute an Interlocal Cooperation Agreement between Galveston County and the Texas Department of Transportation related to the registration of vehicles in Galveston County pursuant to Texas Transportation Code § 502.185 (now Texas Transportation Code § 502.010) commonly known as the "**Texas Scofflaw Program**" (the "Scofflaw Contract"); and

Whereas, on that date Commissioners' Court also authorized imposing an additional fee of 25 cents ($0.25) on any personal paying a fine or fee to Galveston County after it is past due as such term is defined by law, as allowed under Texas Transportation Code § 501.185(f) (now Texas Transportation Code § 501.010(f)); and

Whereas, Section 501.010(f) has been amended to allow imposition of a fee of $20 to a person who fails to pay a fine, fee, or tax to the county by the date on which the fine, fee, or tax is due; or a person who fails to appear in connection with a complaint, citation, information, or indictment in a court in which a criminal proceeding is pending against the owner; and

Whereas, it appears to Commissioners' Court that increasing the fee allowed under section 502.010(f) to $20.00 is appropriate.

Now, Therefore be it Ordered as Follows:

1. That as provided in Texas Transportation Code § 502.010(f) that Galveston County imposes an additional fee of Twenty Dollars ($20.00) on any person who fails to pay a fine, fee, or tax to Galveston County by the date on which the fine, fee, or tax is due as defined by law; and on any person who fails to appear in connection with a complaint, citation, information, or indictment in a court in which a criminal proceeding is pending against the owner of a motor vehicle.

2. That the fee assessed in Paragraph 1 hereof be used only to reimburse the Texas Department of Transportation, Galveston County, or the Galveston County Tax Assessor-Collector for expenses for providing services under the Scofflaw Contract, or another county department for expenses related to services under the Scofflaw Contract.

Upon motion Duly Made and Seconded the above Order was unanimously passed this 17th Day of September, 2013.

County of Galveston

_____

Mark A. Henry, County Judge

ATTEST:

_____

Dwight Sullivan, County Clerk

AGENDA ITEM #24.d.

COUNTY of GALVESTON
LEGAL DEPARTMENT
COUNTY COURTHOUSE

722 MOODY STREET 5TH FLOOR • GALVESTON, TEXAS 77550

ROBERT B. BOEMER
DONALD S. GLYWASKY
BARRY C. WILLEY
MYRNA S. REINGOLD

August 26, 2013

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

Re: In re D.B., Settlement of Workers' Compensation Lien

Gentlemen:

This is to recommend you accept an offer for settlement of our lien in a third party case on behalf an employee who was injured when he fell through rotten floorboards while serving court documents in the course of his duties on April 6, 2010.

The County has a lien for approximately $311,590.25 in benefits paid to and on behalf of D.B out of our self-funded workers compensation plan for medical and indemnity benefits. The employee is represented by an attorney who after filing suit secured a settlement with the responsible party's insurance company tendering an amount of $137,500. According to the employee's attorney, the liability facts underlying this case are unfavorable and obtaining a good judgment would be very unlikely.

The employee's attorney has requested the County accept an amount of $50,000.00 in settlement of our lien. The employee would receive an amount of $21,797.14 and the remainder would be for attorney fees and expenses. Accordingly, I recommend that you accept $50,000.00 in settlement of our lien for workers' compensation benefits.

Should you have any questions, please call.

Sincerely,

Barry C. Willey

Barry C. Willey

cc: Adam Criaco, Adam Criaco & Associates, Attorney at Law
Ray Luedke, The Littleton Group

AGENDA ITEM #24.e.

COUNTY of GALVESTON
LEGAL DEPARTMENT
COUNTY COURTHOUSE

722 MOODY STREET 5TH FLOOR • GALVESTON, TEXAS 77550

ROBERT B. BOEMER
BARRY C. WILLEY
MYRNA S. REINGOLD

11 September 2013

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

Re: Proposed Settlement of Texas Railroad Commission Damage Prevention Docket No. 025252, for incident at 1103 7th Street, San Leon, Galveston County, on December 3, 2012.

Gentlemen:

This request is to recommend a settlement involving an alleged violation of Railroad Commission Rules pertaining to an incident occurring during an excavation at 1103 7th Street, San Leon, Texas.

The incident occurred during a long term drainage project, the installation of which spanned almost a year. The Notification Center was contacted prior to the start of the project and locate marking was done March 6, 2012.

On December 3, 2012, while excavating a ditch for the project, an unmarked 1-inch gas service line was cut. The incident was properly reported to the Railroad Commission in accordance with their regulations.

On July 10, 2013, the Pipeline Safety Division notified the Road & Bridge Department that it had violated Commission Rule 16 TAC Section 18.3 (a), which requires an excavator to notify the Notification Center for a locate prior to excavation activities. The original locate done in March had expired and Commission staff recommended a penalty of $2500. The maximum penalty under statute is $10,000 per day per violation.

The Pipeline Safety Division has offered to settle this matter for payment of a lesser penalty of $1250. If you choose to approve this offer, I recommend that you authorize the Road and Bridge Administrator to execute any documents necessary to complete the settlement.

Sincerely,

Barry C. Willey

bcw/ 13-037

cc: Layne Harding
Rufus Crowder, Purchasing Agent

AGENDA ITEM #24.f.

SUPPLEMENTAL AGREEMENT EXTENDING CONTRACT BETWEEN GALVESTON COUNTY, TEXAS AND ABL MANAGEMENT, INC. FOR COMMISSARY SERVICES FOR COUNTY JAIL, GALVESTON COUNTY, TEXAS

This Supplemental Agreement between Galveston County, Texas (the "County") and ABL Management, Inc. ("ABL") is for the purpose of extending the existing contract between the parties under which ABL provides commissary services at the Galveston County Jail (the "Jail").

Whereas, effective October 1, 2010, the County approved a contract with ABL for the provision of commissary services at the Jail pursuant to the County's request for proposal number B102015 (the "Contract"); and

Whereas, the primary term of the Contract terminates on September 30, 2013; and

Whereas, the Contract grants the County an option to renew on an annual basis for a maximum period of two additional one-year periods; and

Whereas, the County must exercise the renewal option in writing by issuing a supplemental agreement to extend the contract period no sooner than ninety days prior to the expiration of the Contract and not later than the final day of the contract period.

The County, by this Supplemental Agreement, hereby exercises its option to renew the Contract on an annual basis for not more than a one year period, which shall commence on October 1, 2013.

Approved and Executed on September 17, 2013.

Attest:	**By: County of Galveston, Texas**
_____	_____
Dwight D. Sullivan, County Clerk	**Mark A. Henry, County Judge**

SUPPLEMENTAL AGREEMENT EXTENDING CONTRACT BETWEEN GALVESTON COUNTY, TEXAS AND ABL MANAGEMENT, INC. FOR FOOD SERVICES FOR COUNTY JAIL, GALVESTON COUNTY, TEXAS

This Supplemental Agreement between Galveston County, Texas (the "County") and ABL Management, Inc. ("ABL") is for the purpose of extending the existing contract between the parties under which ABL provides food services at the Galveston County Jail (the "Jail").

Whereas, effective October 1, 2010, the County approved a contract with ABL for the provision of food services at the Jail pursuant to the County's request for proposal number B102014 (the "Contract"); and

Whereas, the primary term of the Contract terminates on September 30, 2013; and

Whereas, the Contract grants the County an option to renew on an annual basis for a maximum period of two additional one-year periods; and

Whereas, the County must exercise the renewal option in writing by issuing a supplemental agreement to extend the contract period no sooner than ninety days prior to the expiration of the Contract and not later than the final day of the contract period.

The County, by this Supplemental Agreement, hereby exercises its option to renew the Contract on an annual basis for not more than a one year period, which shall commence on October 1, 2013.

Approved and Executed on September 17, 2013.

Attest:	**By: County of Galveston, Texas**
_____	_____
Dwight D. Sullivan, County Clerk	**Mark A. Henry, County Judge**

AGENDA ITEM #25.a.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 9-11-13	2. Contract Type: (Expense) Revenue Other		3. Renewal Contract: Yes / (No)
4. Department Name: Human Resources		5. Department Contact: Kathy Branch	
6. Description: Actuarial valuations for health and Workers' Comp claims			
7. IFAS PEID No: 701563	8. IFAS Req No:	9. Orgkey: ~~H01 H0000~~	10. Object Code: 5481000
11. Vendor: Milliman, Inc.		12. Vendor Contract No: 6123-155021	
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
Contract Services	~~H01 H0000~~		$17,000				
6123-155021 ← (Go with Internal Service Fund rather than General Fund)							
22. Totals:		-	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 9/30/13	Auto Renewal Contract: Yes / (No)	Bid No: N/A
Contract End Date: 3/31/14	Contract # Issued By Purchasing: CM13338	

Approved By:	Signature	Date
Department Head:	Kathy Branch	9-11-13
Purchasing Agent:		9-11-13
County Legal:		09/12/13
	Contract listed in Budget Documentation: YES / NO	
County Budget Office:		9/12/2013
	Budget Available and Funds are/will be Available: YES NO	
County County Auditor:		9/12/13

Branch, Katherine

From:	Modzelewski, Jeff
Sent:	Monday, September 09, 2013 6:12 PM
To:	Branch, Katherine
Cc:	Rice, Randall; Trammell, Mel
Subject:	Contract Approval Request for Triennial Actuarial Valuations of Unreported Claims of Health and Workers' Compensation Plans
Attachments:	Milliman IBNR 2013 Engagement Letter.pdf

Hi Kathy,

Every third year, we are required to have actuarial valuations done to estimate health and workers'-compensation claims incurred but not yet reported at fiscal year-end, so that we can record corresponding liabilities in our financial statements. That time has arrived again, and we will therefore need valuations done as of 09/30/2013.

It was suggested to me this morning that I ask HR to initiate the contract-approval request ("CAR"), because 1) the purpose is benefits-related, and 2) since both our office and the Budget Office must approve the CAR, it is better, from a segregation-of-duties standpoint, that we do not also initiate it.

That said, I have done work to facilitate the matter and support the initiation of the CAR –

- I obtained the attached engagement letter from Milliman, the actuary we have used for many years to provide these valuations;
- I can aver that we had the item exempted in Commissioners' Court from the competitive bidding process as a professional service, years ago, with the help of the Purchasing Department; and
- The price appears reasonable – an estimated $17,000.00 total, for both valuations combined, compared with $15,886.25 when the valuations were last done three years ago (an increase of 7% in three years).

The expenditure will be paid in fiscal year 2014. In the past, we have expensed the item as "Contact Services" (Object Code 5481000) as a general-government expenditure in the General Fund (Org. Key 1101 110000), but if preferred, it can be coded as well to that same Object Code in the combined health/workers' compensation insurance fund, Fund 6123.

If I can answer any questions, please let me know. Randall, Mel and I discussed this matter briefly this morning, and Mel also indicated then his willingness to assist if you have questions.

Thank you.

Jeff

Jeff Modzelewski, MBA, CPA
First Assistant County Auditor

Director of Accounting
Galveston County Auditor's Office
P.O. Box 1418
Galveston, TX 77553-1418
E-Mail: jeff.modzelewski@co.galveston.tx.us
Telephone: 409-770-5328
Fax: 409-766-4583

Milliman

3424 Peachtree Road NE
Suite 1900
Atlanta, GA 30326-1123
USA

Tel +1 404 237 7060
Fax +1 404 237 6984

milliman.com

September 9, 2013

Mr. Jeff Modzelewski, C.P.A
First Assistant County Auditor – Director of Accounting
Galveston County Auditor's Office
P.O. Box 1418
Galveston, Texas 77553-1418

RE: ENGAGEMENT LETTER – COUNTY OF GALVESTON, TEXAS SELF-INSURED WORKERS COMPENSATION AND SELF-FUNDED MEDICAL BENEFITS PROGRAMS

Dear Mr. Modzelewski:

This engagement letter describes the actuarial assistance Milliman, Inc. (Milliman) can provide in determining the liabilities as of September 30, 2013 for the County of Galveston (the County) self-insured workers compensation and self-funded medical benefits programs.

ORGANIZATION OF THIS PROPOSAL

The remainder of this proposal is organized into the following sections:

I. Cover Letter		Page
A.	Scope of Work	2
B.	Personnel Expertise	3
C.	Timing	3
D	Fees and Expenses	3

A. SCOPE OF WORK

The scope of the proposed projects will be to provide the County with an actuarial analysis of the above-mentioned programs as of September 30, 2013. Specifically, we will provide the following items:

WORKERS' COMPENSATION PROGRAM

(1) An actuarial projection of outstanding and ultimate self-insured losses (including allocated loss adjustment expenses) for claims arising from inception of the program through September 30, 2013, evaluated as of September 30, 2013.

(2) Our estimates of outstanding and ultimate losses will be shown both net and gross of expected credits for any specific and aggregate excess insurance coverages purchased by the County.

(3) As part of our analysis, we will provide both undiscounted and discounted estimates for item (1) above. Our discounted estimates will be computed using an investment yield rate selected by the County.

(4) We will provide projected annual payments emanating from each self-insured fiscal year through 2013, beginning with the 2014 payment year.

SELF-FUNDED EMPLOYEE MEDICAL BENEFIT PROGRAM

Our work product will be a letter describing our review and giving our opinion on the adequacy of the reserve liability that is booked in the County's balance sheet as of September 30, 2013. Unless specified differently, the reserve will reflect the liability for pending claims and Incurred But Not Reported claims, prior to any potential reinsurance recoveries. Consistent with prior valuations we have done for the County, we will include the liabilities for the self-funded prescription drug and dental programs in our reserve development. We will also estimate an appropriate liability for claims handling expenses.

B. PERSONNEL EXPERTISE

Simon K. Wong, Consulting Actuary, will be the actuary responsible for the successful completion of the workers' compensation program project and will be a primary contact person at Milliman for the County. Simon is a Fellow of the Casualty Actuarial Society (FCAS) and a Member of the American Academy of Actuaries (MAAA). He has 21 years of experience in property/casualty actuarial matters. He is a Principal of Milliman's Atlanta Casualty consulting practice.

Tim D. Lee, Consulting Actuary, will be responsible for the successful completion of the self-funded medical program project and will be the other primary contact person at Milliman for the County. Tim is a Fellow of Society of Actuaries (FSA) and a Member of the American Academy of Actuaries (MAAA). He has 36 years of experience in health insurance. He is a Principal of Milliman's Houston, Texas Health consulting practice.

Simon and Tim will be assisted by members of the Atlanta and Houston Milliman offices as needed.

C. TIMING

We will provide draft reports of our findings within four to six weeks of receiving all data to be made available for our analysis. Assuming no major changes are required to our draft report, we can deliver the final version of our reports within a few business days of receiving comments on the draft reports.

D. FEES AND EXPENSES

Our estimated fees and expenses for these assignments will be approximately $17,000. This consists of approximately $9,000 for workers compensation and $8,000 for medical benefits.

* * * * *

Please note that the Proposal Acceptance Form dated April 15, 2004 will also apply to these assignments. Please note that our legal department has instructed us to add the following condition to all assignments:

USE OF NAME. Company agrees that it shall not use Milliman's name, trademarks or service marks, or refer to Milliman directly or indirectly in any media release, public announcement or public disclosure, including in any promotional or marketing materials, customer lists, referral lists, websites or business presentations without Milliman's prior written consent for each such use or release, which consent shall be given in Milliman's sole discretion.

Milliman appreciates the opportunity to continue to offer services to the County. We look forward to working with you on this project.

Sincerely,

Simon K. Wong, FCAS, ASA, MAAA
Consulting Actuary

Accepted by: _____
Please print name: _____
Title: _____
Date: _____

Boemer, Bob

From: Branch, Katherine
Sent: Wednesday, September 11, 2013 4:38 PM
To: Boemer, Bob
Subject: CAR form
Attachments: Scan001.PDF

Good afternoon:

Attached is a CAR form for your review. Included is the engagement letter.

Thanks,
Kathy

Katherine Branch, IPMA-CP
Assistant Human Resources Director
County of Galveston
722 Moody-3rd Floor
Galveston, Texas 77550
409-770-5352 (Direct)
409-770-5418 (Main)
409-766-4577 (Fax)
katherine.branch@co.galveston.tx.us
www.co.galveston.tx.us

AGENDA ITEM #26.a.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 9/10/2013	2. Contract Type: (Expense) Revenue Other		3. Renewal Contract: (Yes) / No
4. Department Name: Juvenile Justice		5. Department Contact: Glen Watson	
6. Description: Educational services provided by Dickinson Independent School District			
7. IFAS PEID No: 043216	8. IFAS Req No: N/A	9. Orgkey: N/A	10. Object Code: 5481000
11. Vendor: Dickinson ISD		12. Vendor Contract No: N/A	
13. Requested Legal Review: Yes / No (Explain if No)	Yes - Reviewed by Myrna Reingold		

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
Juvenile Justice	2230	$40,400	Revenue $25,000	N/A	N/A	N/A	N/A
22. Totals:		$40,400	$25,000	N/A	N/A	N/A	N/A

To Be Completed By Purchasing Department

Contract Start Date: 8/1/13	Auto Renewal Contract: Yes / (No)	Bid No: N/A
Contract End Date: 7/31/14	Contract # Issued By Purchasing: CM13334	

Approved By:	Signature	Date
Department Head:	Brent T. Morris	9/11/13
Purchasing Agent:		9-11-13
County Legal:		9-11-13
County Budget Office:	Contract listed in Budget Documentation: (YES) NO	9/11/2013
County County Auditor:	Budget Available and Funds are/will be Available: (YES) NO	9/11/2013

2230256155
2848256158

GALVESTON COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
(GCJJAEP)

***

FUNDING PARAMETERS

FUNDING:

For the 2013-2014 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 1/3 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 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 DISD, paid by DISD and reimbursed in full, as invoiced, by County to DISD.

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 2013-2014; Agreement for Educational Services between Juvenile Board and DISD 2013-2014 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 1/3 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 2013-2014 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 under Title 5, 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.

   Accompanying the order of expulsion, the District in which the student is or was last enrolled shall provide to Dickinson ISD a copy of:

- Parent contact information;
- Birth certificate;
- Student attendance and disciplinary records;
- Special programs information and appropriate records showing transfer to GCJJAEP including, but not limited to, 504, Special Education, and bilingual ESL;
- Transfer grades/average in each class;
- Last reporting number (PEIMS/Social Security);
- Transcript and current year's report card;
- High School achievement and aptitude test scores;
- Grades issued during current school year;
- Immunization/Health Record;
- State Assessment (TAKS, STARR, EOC) summary sheet;
- Name, address, phone number, facsimile number, email address of person to whom attendance records are to be sent;
- Application for free and reduced lunch program; and
- Graduation plan as required by law.

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, 2013 through July 31, 2014. The Parties shall use their best efforts to execute a renewal of the memorandum prior to August 1, 2014. 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 _____, 2013, by action of the Dickinson Independent School District Board of Trustees on the 5th day of August, 2013, and by each of the other participating school districts by action on dates as indicated below, to be effective the 1st day of August, 2013.

GALVESTON COUNTY COMMISSIONER'S COURT

By: _____

DICKINSON INDEPENDENT SCHOOL DISTRICT
(as Fiscal Agent and as a Participating District)

By: Vicki Morris

GALVESTON COUNTY JUVENILE BOARD

Date of Juvenile Board Authorization:

_____

By: _____

CLEAR CREEK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:
7/22/13

By: Greg Smith

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:
7-15-13

By: Rebecca Hellenburg

GALVESTON INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:
7-24-13

By: Larry W. Nichols

HIGH ISLAND INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

7-17-2013

By: D'Ann Vandry, Ed. D.

HITCHCOCK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: Dianne James

LA MARQUE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

8-8-13

By: [illegible]

SANTA FE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

7-29-13

By: John Rothermel

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

8-6-13

By: Cynthia Lusignolo

AGENDA ITEM #27.b.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

Grant Application___Award___ Approval Request

Date of Request: 9/17/13		**Department:** District Attorney		
Grant Agency: Texas Traffic Safety Grants			**Funding Source:** DWI No Refusal-Blood Draw Grant	
Grant Start Date:	10/1/13	**Program Year:** 2013	**Renewal: Yes ___ No** ✓	**Last Billing Date:**
Grant End Date:	9/30/14	**Program End Date:** 9/30/14	**Award/Agreement No:** 2014-GCoDA-G-1YG-0043	
Description:	Provides prosecutors, nurses, & equipment in a central location to draft search warrants + obtain blood samples from DWI suspects.			
Grant Org Key:			**Grant Type: Advance Payment ___ Reimbursement** ✓	

Expenditure Type	Grant (Other) Funded	County Funded	Total Budget
Salary & Benefit	$6,884.64	$3,525.80	
Non-Labor	$6,560.00	$240	
Indirect/Admin Costs			
Totals:	$13,444.64	$3,765.80	-

	FY12	FY13	FY14	FY15	After FY15	Total
County Funding Requested:						0
County Funding Budgeted:						

Approved By:	Date	Signature
Grants Manager:	9/11/13	Cynthia Pagan
Director of Finance:	9/11/2013	[illegible]

Form Number:

THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE
P.O. Box 1418
GALVESTON, TEXAS 77553

County Auditor
Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems

August 22, 2013

Honorable County Judge and Commissioners
Galveston County
Galveston, TX 77550

Re: Certification of Revenues Pursuant to Local Government Code Section 111.0706:

Grant from Texas Traffic Safety eGrants

Galveston County has received notification of award for grant revenue in the amount of $13,444.64 for the 468,779 for the Galveston County Criminal District Attorney DWI No refusal – Blood Draw Grant for Holiday and Festival Weekends for the period 10-01-2013 to 09-30-2014 that had not been previously budgeted or anticipated. The total grant is $17,210.44, with a county match of $3,765.80.

Galveston County may adopt a special budget for the expenditure of this revenue. A budget for the funding received has been prepared based on the Grant Manager's recommendations and the application submitted for the grant for the grant period.

I hereby certify the foregoing statements are true and correct.

Randall Rice CPA
Galveston County Auditor

GALVESTON COUNTY, TEXAS

BUDGET JOURNAL ENTRIES

BUDGET JOURNAL ENTRY #

BUDGET BATCH ID

LONG FORM	account number ORG KEY						
DESCRIPTION	FUND NUMBER	COST CENTER	OBJECT NUMBER	DEBIT	CREDIT	To (+) Fm (-)	Misc
Contributions from FHWA/TXDOT	2865	127110	4302007	13,444.64		+	
Grant Match-Mandatory	2865	127110	4910100	3,765.80		+	
Salaries	2865	127110	5100000		10,410.44	+	
Supplies	2865	127110	5310000		1,200.00	+	
Contract Services	2865	127110	5481000		5,600.00	+	
Traffic Funding Grant 2014 GCoCDA-G-1YG-0143 Submitted 11/2012, Approved 7/2013, DWI No Refusal-Blood draw							
				17,210.44	**17,210.44**		

Posted by

Date Posted 10/1/2013

ACCTG DATE 10/1/2013

Budget Revision Approval_____

Date Approved_____

Pagan, Cynthia

From:	trf_egrantshelp@txdot.gov
Sent:	Wednesday, August 14, 2013 9:57 PM
To:	Petroff, Kevin
Cc:	TRF_eGrantsHelp@txdot.gov; garry.rand@txdot.gov; olga.navarro@txdot.gov; egrantshelp@txdot.gov
Subject:	2014-GCoCDA-G-1YG-0143 selected for FY 2014 Traffic Safety Funding

This message is to inform you that your proposal 2014-GCoCDA-G-1YG-0143 has been selected for funding in FY 2014.The FY 2014 - HSP Approved Project List is available on eGrants Help at https://www.txdot.gov/apps/eGrants/eGrantsHelp/index.html under the "Manuals & Reports" section.

You may now print your Grant Agreement for 2014-GCoCDA-G-1YG-0143. To do so, follow the "Grant Agreement" instructions located on the TxDOT eGrantsHelp webpage at https://www.txdot.gov/apps/eGrants/eGrantsHelp/index.html under the "Instructions" section for detailed steps on how to print a hard copy of your agreement and the process for obtaining required signatures and then processing your grant through the award process. Direct link to these instructions is: https://www.txdot.gov/apps/eGrants/eGrantsHelp/Instructions/GrantAgreement.pdf

If your agency or organization is no longer interested in receiving grant funding for FY 2014, and you would like to have your proposal withdrawn, contact your TxDOT Project Manager.

For questions regarding this notice, contact your TxDOT Project Manager. If you have technical questions, contact your TxDOT Project Manager, or the eGrantsHelp Desk at eGrantsHelp@txdot.gov

Submitted Nov. 2012
Approved July 2013

Texas Traffic Safety eGrants

Fiscal Year 2014

Organization Name: Galveston County Criminal District Attorney

Legal Name: Galveston County Criminal District Attorney's Office

Payee Identification Number: 17460009081014

Project Title: DWI No Refusal - Blood Draw Grant for Holiday and Festival Weekends

ID: 2014-GCoCDA-G-1YG-0143

Period: 10/01/2013 to 09/30/2014

Project Title	DWI No Refusal - Blood Draw Grant for Holiday and Festival Weekends
Project Description	To provide prosecutors, nurses and equipment in a central location to draft search warrants and obtain blood samples from DWI suspects in the Galveston County area who refuse a breath test.

How many years has your organization received funding for this project?

Select a County: Galveston County - Houston District

	Select a Political District Served (View a map):
U.S. Congress*	Congressional District 14 Congressional District 22
Texas Senate*	Texas Senate District 11 Texas Senate District 17
Texas House*	Texas House of Representatives District 23 Texas House of Representatives District 24

Alcohol and Other Drug Counter Measures

Goal(s):

X To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, fatalities and injuries.

Strategy:

Increase and sustain high visibility enforcement of DWI laws.
Increase the number of law enforcement task forces and coordinated enforcement campaigns.
Increase intervention efforts.
Improve DWI processing procedures.
Increase the use of warrants for mandatory blood draws.

To reduce the number of DUI-related crashes where the driver is under age 21.

Strategy:

Problem Identification and Solution

I. Problem Identification

Galveston County continues to be plagued by intoxicated drivers. In 2010, the Galveston County Criminal District Attorney's Office (GCCDA) filed a total of 1,144 intoxication-related driving cases. In 2011, another 1,126 intoxication cases were filed. In 2012, the GCCDA's office filed 1,356 intoxication cases, a 20% increase in these charges.

While a large number of cases, these numbers probably represent only a small fraction of the actual instances of driving while intoxicated that takes place on our roads. MADD cites research that suggests that a DWI 1st offender has, on average, driven while intoxicated 80 times prior to an actual arrest. (Centers for Disease Control. "Vital Signs: Alcohol-Impaired Driving Among Adults — United States, 2010." Morbidity and Mortality Weekly Report. October 4, 2011.) .Each of those driving instances poses a real and substantial risk to our citizens.

The consequences of those risks occur daily in impaired-driving related crashes. In 2011, Galveston had 186 alcohol related traffic accidents, with 11 of those resulting in fatalities. Another 78 involved serious bodily injury. (TXDOT 2011 DUI [Alcohol] Crashes & Injuries by County). Figures vary, but TXDOT reports that in 2011, 34.5% of traffic crash fatalities in Texas occurred where a driver was under the influence of alcohol. (TXDOT 2011 Traffic Crash Highlights). NHTSA concluded that 42% of Texas's 2010 traffic fatalities were alcohol-involved. (NHTSA 2010 Traffic Safety Facts).

Sadly, the DWI-related arrests that are made often result in dismissals or acquittals because of the lack of chemical evidence. Despite having the testimony of trained officers, juries often require scientific evidence to support an officer's opinion regarding a defendant's intoxication. Without scientific evidence such as blood samples, DWI cases are often either dismissed, reduced to lesser offenses, or end with acquittals.

While comprehensive numbers from Galveston County DWI prosecution in 2012 are unavailable because so many cases are still pending, early data suggests that having chemical samples boosted the conviction rate as opposed to when no sample was available. Additionally, blood samples give law enforcement the opportunity to detect the presence of other non-alcohol intoxicants that may have otherwise been unknown.

Although the Texas legislature has expanded the circumstances under which officers shall obtain mandatory blood specimens, those circumstances do not apply to the vast majority of DWI-related arrests in Galveston County. It is simply too easy for a DWI suspect to refuse to provide a breath or blood sample; thereby, giving that suspect a much greater likelihood of escaping legal consequences for his or her choice to drive while impaired.

II. Problem Solution

To combat this problem, the Galveston County Criminal District Attorney's (GCCDA) office has targeted some of the busiest impaired driving nights of the year to run a No Refusal Program. The Texas Court of Criminal Appeals has held that obtaining a search warrant for blood was a constitutionally permissible alternative to the framework for testing found in

the implied consent statute. We have capitalized on that idea and have worked closely with area law enforcement agencies, judges and nurses to obtain search warrants and blood samples from those DWI suspects who revoke their implied consent.

In 2012, prosecutors at the GCCDA ran the No Refusal Program on ten (10) weekend nights - drafting a total of thirty-four (34) search warrants. The No Refusal Program improves DWI prosecution in two ways. First, the search warrants legally obtain samples from suspects who have refused to voluntarily provide a sample. This gives prosecutors and jurors the scientific evidence needed to obtain convictions in these cases. Secondly, the mere existence of the program encourages suspects to provide a sample by consent who may have otherwise refused.

Given the success of No Refusal, the GCCDA would like to expand the program to twenty (20) shifts during the busiest impaired driving nights throughout the year. These shifts, from 9pm to 4am, include nights during the annual Lone Star Motorcycle Rally in November, New Years Eve, Mardi Gras Galveston in February, St. Patrick's Day weekend, Memorial Day weekend, 4th of July weekend, and Labor Day weekend.

The program would focus on the days and times that have incurred the highest rate of alcohol impaired fatal crashes. In 2011, TXDOT data shows that 26% of weekend fatal crashes are alcohol involved versus only 9% on weekdays. (TXDOT 2011 DUI Related Crashes by Hour and Day of the Week) In 2011, TXDOT determined that more alcohol related crashes occurred between 2 and 3 am and on Saturdays. (TXDOT 2011 Traffic Crash Highlights).

On No Refusal nights, prosecutors and nurses work at a substation or processing facility where officers bring suspects arrested on DWI charges. Prosecutors and officers work together to draft warrants. Prosecutors send warrants for review and signature to Judges or magistrates. Once a signed warrant is obtained, the on-duty nurse draws blood according to legal requirements.

In 2011, the Galveston County Criminal District Attorney's Office applied for and received grant funding from TXDOT to run a No Refusal program for 17 evenings in 2012 - 2013. For the first time in Galveston County, prosecutors were compensated for working these difficult shifts. Nurses were also compensated for these late night shifts.
Providing compensation to both prosecutors and nurses through a TXDOT grant will continue to increase the operation of No Refusal weekends from seventeen (17) evenings in 2012 to twenty (20) weekend and festival nights from October 2013 through September 2014.

As an added benefit, we anticipate increased media coverage and public awareness if we could announce such a sizable expansion to the Galveston County No Refusal program. Such coverage acts as a deterrent for those who are considering driving while intoxicated.

This expansion of Galveston County's No Refusal program by TXDOT will send a strong message of deterrence to those considering drinking and driving. Galveston County and the State of Texas should see significant improvements in DWI law enforcement, including higher conviction rates and smaller refusal rates. With the help of TXDOT, these improvements should translate into our ultimate goal of fewer alcohol-related traffic fatalities.

III. Project Evaluation

Our office will be comparing numbers of blood warrants issued and arrests made during No Refusal nights to similar data from nights and weekends not targeted for the No Refusal program. This office will also track these cases through the criminal justice system to determine any change in conviction rates in the intoxication cases with blood or breath test evidence.

Objectives, PI&E, Performance Measures and Activities

Objective statement: To Evaluate 20 "No Refusal" nights for the effectiveness in targeting intoxicated drivers. by 9/30/2014

	Activity	Responsible	Activity Completion Date
1.	Analyze refusal rates for 20 No Refusal nights as well as test results for effectiveness in targeting intoxicated drivers.	Subgrantee	9/30/2014
2.	Track the subjects of at least 20 search warrants and other impaired drivers for conviction rates in DWI cases.	Subgrantee	9/30/2014
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Objectives, PI&E, Performance Measures and Activities

Objective statement: To Conduct 7 Publicity campaigns to educate the public and the media. by 9/30/2014

	Activity	Responsible	Activity Completion Date
1.	Conduct 7 press releases to media groups to educate them on the administration of "No Refusal" nights and weekends.	Subgrantee	9/30/2014
2.	Conduct 7 Dynamic Message Board campaigns to inform the public about enforcement of No Refusal efforts.	Subgrantee	9/30/2014
3.	Conduct 4 speaker bureau presentations to community groups such as the Citizen's Police Academy, Rotary Club, Crimestoppers, etc.	Subgrantee	9/30/2014
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Objectives, PI&E, Performance Measures and Activities

Objective statement: To Provide 4 Reporting activities to TXDOT to evaluate the effectiveness of No Refusal nights. by 9/30/2014

	Activity	Responsible	Activity Completion Date
1.	Report activities once a month to TXDOT as to the effectiveness of No Refusal nights by providing statistics on DWI numbers during program hours.	Subgrantee	9/30/2014
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Position / Title:	Assistant District Attorney
Salary Type:	Hourly
Unit Price:	$61.470 is % of the Individuals Total Salary (applicable to monthly/yearly)
Quantity:	140
Total:	$8,605.80
Fringe Rate:	20.97%
Fringe Total:	$1,804.64
Breakdown of Fringe Percentage:	Pension - 10.3125% Alternate Plan - 8.765% Medicare - 1.45% Unemployment Benefits - 0.4425%

Please enter allocation amount per items entered in the following fields. Click the **Save** button to calculate the percentages for (100) Salaries and (200) Fringe Benefits.

Category	(100) Salaries Amount		(200) Fringe Benefits Amount	
TxDOT:	$6,884.64	80.00%	$0	0.00%
Match:	$1,721.16	20.00%	$1,804.64	100.00%
Program Income:	$0	0.00%	$0	%
Total:0.00	$8,605.80		$1,804.64	

Description	Blood draw kits, medical supplies
Unit Price	$6.00
Quantity	200
Total Cost	$1,200.00

Purpose/Details Nurses will use the blood draw kits, bandages, tourniquets, latex gloves and swabs to draw blood from DWI suspects.

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	$960.00	80.00%
Match	$240.00	20.00%
Program Income	$0	%
Total0.00	$1,200.00	

Description	Nurses to work No Refusal Blood Draw shifts
Unit Price	$40.00
Quantity	140
Total Cost	$5,600.00

Purpose/Detail	Nurses will be needed to work No Refusal Blood Draw shifts, drawing blood of DWI suspects either by consent or by Court ordered search warrants.

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	$5,600.00	100.00%
Match	$0	0.00%
Program Income	$0	%
Total0.00	$5,600.00	

Budget Summary

Budget Category		TxDOT	Match	Program Income	Total
Category I - Labor Costs					
(100)	Salaries:	$6,884.64	$1,721.16	$0	$8,605.80
(200)	Fringe Benefits:	$0	$1,804.64	$0	$1,804.64
	Sub-Total:	$6,884.64	$3,525.80	$0	$10,410.44
Category II - Other Direct Costs					
(300)	Travel:	$0	$0	$0	$0
(400)	Equipment:	$0	$0	$0	$0
(500)	Supplies:	$960.00	$240.00	$0	$1,200.00
(600)	Contractual Services:	$5,600.00	$0	$0	$5,600.00
(700)	Other Miscellaneous:	$0	$0	$0	$0
	Sub-Total:	$6,560.00	$240.00	$0	$6,800.00
Total Direct Costs:		$13,444.64	$3,765.80	$0	$17,210.44
Category III - Indirect Costs					
(800)	Indirect Cost Rate:	$0	$0	$0	$0
Summary					
	Total Labor Costs:	$6,884.64	$3,525.80	$0	$6,884.64
	Total Direct Costs:	$6,560.00	$240.00	$0	$6,800.00
	Total Indirect Costs:	$0	$0	$0	$0
Grand Total:		$13,444.64	$3,765.80	$0	$17,210.44
	Fund Sources: (Percent Share)	78.12%	21.88%	0.00%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in eGrants.

AGENDA ITEM #27.c.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

Grant Application___Award___ Approval Request

Date of Request: 9/17/13		**Department:** Sheriff's Office			
Grant Agency: Office of the Governor			**Funding Source:** Justice Assistance Grant		
Grant Start Date:	9/1/13	**Program Year:** 2013-2014	**Renewal: Yes ___ No ___**	**Last Billing Date:**	
Grant End Date:		**Program End Date:**	**Award/Agreement No:** 2013-DJ-BX-0882		
Description:	To Purchase upgrades in technology improvement progam used to enhance compatibility + capability targeting interoperability.				
Grant Drg Key:			**Grant Type: Advance Payment ___ Reimbursement** ✓		

Expenditure Type	Grant (Other) Funded	County Funded	Total Budget
Salary & Benefit			
Non-Labor	$42,672		
Indirect/Admin Costs			
Totals:	$42,672 -	0 -	-

	FY12	FY13	FY14	FY15	After FY15	Total
County Funding Requested:						0
County Funding Budgeted:						

Approved By:	Date	Signature
Grants Manager:	Cynthia Page	9/11/12
Director of Finance:		9/11/2013

Form Number:

THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE
P.O. Box 1418
GALVESTON, TEXAS 77553

County Auditor
Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems

September 11, 2013

Honorable County Judge and Commissioners
Galveston County
Galveston, TX 77SS0

Re: Certification of Revenues Pursuant to Local Government Code Section 111.0706:

Grant from U.S. Department of Justice – Law Enforcement Programs

Galveston County has received grant revenue in the amount of $42,672 for the 2013 Justice Assistance Grant for the period 09-01-2013 to 08-31-2014 that had not been previously budgeted or anticipated. The total award is $42,672, with the award split into one-third to the City of Galveston, one-third to the City of Texas City, and one-third to Galveston County Sheriff's Office.

Galveston County may adopt a special budget for the expenditure of this revenue. A budget for the funding received has been prepared based on the Grant Manager's recommendations and the application submitted for the grant for the grant period.

I hereby certify the foregoing statements are true and correct.

Randall Rice CPA
Galveston County Auditor

Pagan, Cynthia

From: Pagan, Cynthia
Sent: Tuesday, September 03, 2013 12:38 PM
To: Tutt, Ray; Henry, Mark; Maceo, Vic; Isaacks, Darrell
Subject: FW: GMS Award 2013-DJ-BX-0882

This is the 2013 JAG Grant.

From: Henry, Mark
Sent: Saturday, August 31, 2013 7:04 AM
To: Pagan, Cynthia
Subject: Fwd: GMS Award 2013-DJ-BX-0882

Sent from my iPad

Begin forwarded message:

From: donot-reply@ojp.usdoj.gov
Date: August 30, 2013, 8:13:38 PM CDT
To: mark.henry@co.galveston.tx.us
To: cynthia.alcala@co.galveston.tx.us
Subject: GMS Award 2013-DJ-BX-0882
Reply-To: donot-reply@ojp.usdoj.gov

Congratulations. You have been awarded a grant by the Office of Justice Programs at the Department of Justice. Accepting your award is a two step process.

The first step is to designate a Financial Point of Contact (FPOC) for your award. To designate a FPOC please follow these steps:

1. Log into GMS.
2. Click the "Awards" link on the navigation bar on the left hand side.
3. Click the "View Award Instructions" link to the right of the award you want to accept.
4. A new page displays with this message near the top: "The FPOC designation must be submitted before the Award Package can be accessed." The page contains text boxes highlighted in light yellow to capture the FPOC registration information.

a. If information for the FPOC of this award already exists in GMS, the first table entry will contain a box with the text "Available Financial Points of Contact." There is a box with a dropdown arrow to allow the selection of the FPOC. Select the name and click the "Load POC" box. GMS will populate the data entry fields with information from the user Profile. Click the button near the bottom of the page labeled "Submit."

b. If the name of the FPOC is not one of the choices using the dropdown arrow, type the appropriate information in each of the fields. Fields with an asterisk (*) are required. Click the button near the bottom of the page labeled "Submit." The FPOC will receive an email requesting them to complete the FPOC registration.

5. Click "Yes" on the confirmation page.
6. You are allowed to assign more than one FPOC to each award. You are able to change the FPOC under the "Manage Users" link on the GMS home page.

NOTE: If you come to the Financial Point of Contact designation screen and the information in the fields are already grayed out and no "Submit" button is available, then the Financial Point of Contact has already been chosen. You will have to accept your award and await confirmation before you can change this designation. If, at that time, you need instructions on how to proceed, you can review the "Creating a Financial Point of Contact instructions" or contact the GMS Helpdesk for assistance.

The second step is to click on the "Award Document" link and download the award documents. If you choose to accept the award and ALL the special conditions, please:

1. Print the Award Document and Special Conditions.
2. Have the Award Document signed by the Authorized Grantee Official (Note: In Box 18 of the Award Document, the name and the title of the authorized grantee official are preprinted. The person named as the official in Box 18 should sign the Award Document in Box 19 and enter the signature date in Box 19A).
3. Have the Authorized Grantee Official initial the bottom right corner of each page listing any Special Conditions of the Award Document.
4. Return BOTH the Award Document and the Special Conditions pages to the Office of Justice Programs, Control Desk by email to acceptance@usdoj.gov or by fax to (toll free) 1-866-388-3055 or (local) 202-354-4081. Select only ONE of these submission options to avoid duplicate submissions.

If you choose not to accept the award, or if you do not agree with the terms/conditions of the award and would like to discuss options, then please contact your OJP program manager, Carrie Booth at (202) 305-7426.

If the Authorized Grantee Official named on the Award Document is no longer authorized to accept this award on behalf of your organization, do not alter the pre-printed name in box 18. Please go to the Grant Adjustment Notice (GAN) link and request an adjustment to the name of the authorized official. This GAN must be approved before you can accept the award. Once the GAN to change the name of the authorizing official has been approved, you should:

1. Print the approved GAN;
2. Print the original award document;
3. Have the new approving official sign the acceptance next to the former official's name and initial the special conditions page(s);
4. Email or fax the signed acceptance, special conditions, and the approved GAN to the Control Desk as noted above in #4;

If you have programmatic questions, contact Carrie Booth at (202) 305-7426. For financial questions, contact OCFO Customer Service at 1-800-458-0786. For questions about retrieving or printing these documents, designating a Financial Point of Contact, or creating a Grant Adjustment, please contact the GMS Help Desk at 1-888-549-9901 option #3 or email them at gms.helpdesk@usdoj.gov.

Web link to GMS: https://grants.ojp.usdoj.gov

Please follow these links to access important OJP instructions:

Creating a financial point of contact instructions:

http://www.ojp.usdoj.gov/funding/pdfs/fsr_user_manual.pdf

Post Award Instructions: http://www.ojp.usdoj.gov/funding/pdfs/post_award_instructions.pdf

OJP Financial Guide: http://www.ojp.usdoj.gov/financialguide/

Please do not reply to this message. You can contact your program manager Carrie Booth at (202) 305-7426.

GMS Application # 2013-H5827-TX-DJ
Attachment 2

For Distribution, Review & Approval By August 15, 2013

BUDGET NARRATIVE

Galveston County and the cities of Texas City, and Galveston propose to use 2013 JAG funds to continue with upgrades in technology improvement program to include components to enhance compatibility and capability targeting interoperability and safety started with the 2005 JAG funds. This year's program seeks to continue to enhance agency interoperability, officer safety, investigation improvements, and criminal prosecution. The tactical, tactical patrol and investigative surveillance equipment requested below have been proving to support officer safety and increase prosecution of criminals which make our community a safer place to live.

Galveston County will serve as the fiscal and administrative agent and will distribute funds to the other entities.

No JAG funds will be used by any of the political subdivisions for administrative purposes. All funds will be used to purchase equipment, as described below, please note these are estimated:

JAG 2013 PROPOSED BUDGET		
Jurisdiction	**Project**	**JAG funds**
City of Galveston	Tactical Patrol Equipment & Investigative Surveillance Equipment	14,224.00
City of Texas City	Tactical Equipment, Tactical Patrol Equipment, Investigative Surveillance Equipment	14,224.00
County of Galveston	Body-Worn Officer Safety Audio/Video Systems	14,224.00
TOTAL		**42,672.00**

ESTIMATED TIMEFRAME:

Public Review & Comment, MOU Executions by County of Galveston, City of Galveston, and City of Texas City	Not later than August 15, 2013
Obtain JAG funding	October, 2013
Establish grant accounts with County Auditor	October, 2013
Distribute grant funds	November, 2013
Procure components and equipment	December, 2013 – February, 2014
Full system implementation	February, 2014 – June, 2014

GMS Application # 2013-H5827-TX-DJ

Interlocal Governmental Agreement
Between the County of Galveston, the City
of Texas City, and the City of Galveston

2013 Byrne Justice Assistance Grant (JAG) Program Award

This Interlocal Governmental Agreement is entered into in accordance with Chapter 791 of the Texas Governrnent Code. It is by and between the County of Galveston, the City of Texas City, and the City of Galveston. Its purpose is to agree to an equal split of the 2013 Byrne Justice Assistance Grant awarded of $42,672.

Whereas, the County of Galveston, acting on behalf of itself and the other parties, has under joint application No. 2013-H5827-TX-DJ applied for and agreed to act as fiscal agent for the 2013 Justice Assistance Grant (JAG) in the arnount of $42,672; and,

Whereas, each of the parties finds that the performance of this Agreernent is in their best interest, that the undertaking of this Agreement will benefit the public, and that the equal division of the JAG award fairly compensates each party for the services or functions they are to render; and,

Now, Therefore, the Parties Agree as Follows:

Section 1.

County, as fiscal agent, agrees, within 45 days of the date of receipt of the 2013 JAG funds in the arnount of $42,672 to forward to the City of Texas City $14,224, and to forward to the City of Galveston $14,224. The County will retain the balance of the funds.

Section 2.

The funds each party receives will be used for the purposes set forth in the Program Narrative attached hereto as Attachrnent 1, unless subsequently modified in accordance with grant guidelines.

Section 3.

Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that rnay arise from the furnishing of services by the other party. But, nothing in this Agreernent shall be construed to waive the doctrine of sovereign or other form of irnmunity of any party. Nor shall this Agreernent be construed to be for the benefit of or create any rights in any party not a signatory hereto.

GMS Application # 2013-H5827-TX-DJ

Section 4.

The parties do not intend to create any obligations express or implied other than those set out herein.

Executed effective this the _____ day of _____, 2013.

County of Galveston

Attest:

_____

Mark Henry
County Judge

_____

Dwight Sullivan
County Clerk

Executed effective this the _____ day of _____, 2013.

City of Texas City

Attest:

_____

Matthew T. Doyle
Mayor

_____

Nicholas Finan
City Secretary

Executed effective this the _____ day of _____, 2013.

City of Galveston

Attest:

_____

Lewis Rosen
Mayor

_____

Janelle Williams
City Secretary

GMS Application # 2013-H5827-TX-DJ

Section 4.

The parties do not intend to create any obligations express or implied other than those set out herein.

Executed effective this the _____ day of _____, 2013.

County of Galveston

Attest:

_____

Mark Henry
County Judge

_____

Dwight Sullivan
County Clerk

Executed effective this the _____ day of _____, 2013.

City of Texas City

Attest:

_____

Matthew T. Doyle
Mayor

_____

Nicholas Finan
City Secretary

Executed effective this the _____ day of _____, 2013.

City of Galveston

Attest:

_____

Lewis Rosen
Mayor

_____

Janelle Williams
City Secretary

GMS Application # 2013-H5827-TX-DJ

Section 4.

The parties do not intend to create any obligations express or implied other than those set out herein.

Executed effective this the _____ day of _____, 2013.

County of Galveston

Attest:

_____

Mark Henry
County Judge

_____

Dwight Sullivan
County Clerk

Executed effective this the _____ day of _____, 2013.

City of Texas City

Attest:

_____

Matthew T. Doyle
Mayor

_____

Nicholas Finan
City Secretary

Executed effective this the _____ day of _____, 2013.

City of Galveston

Attest:

_____

Lewis Rosen
Mayor

_____

Janelle Williams
City Secretary

GMS Application # 2013-H5827-TX-DJ
Attachment 1

For Distribution, Review & Approval By August 15, 2013

PROGRAM NARRATIVE

The cities of Texas City, and Galveston, along with the County of Galveston, are disparate entities that are submitting one joint application for 2013 Justice Assistance Grant funding to the U.S. Department of Justice. Representatives of the three entities have agreed to divide JAG into three equal portions, as authorized in the Interlocal Agreement to be uploaded with this application to the U.S. Department of Justice.

SCHEDULED AWARD: $ 42,672.00

PROPOSED SPLIT:

City of Texas City	$ 14,224.00
City of Galveston	$ 14,224.00
County of Galveston	$ 14,224.00
Total	$ 42.672.00

TYPE OF PROGRAM TO BE FUNDED

The three jurisdictions participating in the joint application intend to use JAG funds to continue focusing in the Law Enforcement Programs. This proposal seeks to prevent or reduce crime and violence through the following efforts:

Proposing Agency: Texas City Police Department

The Texas City Police Department is looking to purchase Tactical Equipment, Tactical Patrol Equipment and Investigative Surveillance Equipment. This equipment may include items such as includes tactical patrol specialized uniforms, tactical "duty rigs", duty weapons, rifles and attachments, non- lethal weapons/Tasers, and covert surveillance equipment. The proposed equipment will outfit tactical patrol units enhancing the Officers safety and effectiveness of their crime suppression and reduction efforts.

Proposing Agency: Galveston Police Department

The Galveston Police Department is looking to purchase tactical patrol equipment and Investigative Surveillance Equipment. This equipment may include items such as includes tactical patrol specialized uniforms, non- lethal weapons/tasers, and video surveillance equipment. The proposed equipment will enhance the Officers safety and effectiveness of their crime suppression and reduction efforts.

Proposing Agency: County Sheriff's Office

The Sheriff's Office seeks to enhance criminal prosecutions with the value and utility of body-worn audio/video recording devices for protection of officers and citizens alike. Utilizing such technology, officers will be enabled with the proper tools with which to effectively and efficiently record their citizens' contacts at any place and time, as well as provide potential items of evidence that may be used to initiate and enhance criminal prosecutions.

BRIEF ANALYSIS OF NEED

Law enforcement officers across Texas are working to maximize services as budgets remain flat or decline. With extremely tight state and local budgets, JAG funding is essential in many instances for agencies to implement or enhance needed programs. Even so, financial resources to fund more personnel, equipment and supplies are not the only needs identified by criminal justice agencies. Innovative minds in all areas of criminal justice are exploring the uses of automation, computers and emerging technologies to reduce the time necessary to complete routine tasks, free up personnel for more important work, improve safety, and gain greater accountability.

The consortium of law enforcement agencies serving under this application seek to establish and enhance programs with a broad-based positive effect throughout each agency. JAG funds will be used by Texas City, Galveston, and Galveston County to continue much needed equipment to enhance functionality, compatibility and safety which will be greatly realized by the officers on the street.

GMS Application # 2013-H5827-TX-DJ
Attachment 5

PUBLIC NOTICE & REQUEST FOR COMMENTS

The **County of Galveston**, the **City of Galveston** and the **City of Texas City** are submitting a joint application for 2013 Justice Assistance Grant (JAG) Program funds.

The County and Cities propose to divide the JAG grant amount of $42,672 into three equal portions for purchase of body-worn audio/video recording systems, video surveillance equipment, and law enforcement tactical equipment. The audio/video systems are specifically designed to provide for true and accurate recording of officer's actions while they are engaged in field enforcement operations. Further, as an ancillary benefit, recordings from these systems provide for valuable and generally irrefutable evidence available for use in prosecutorial and other judicial proceedings. The video surveillance equipment will be used in concert with undercover operations, while the tactical equipment will be used to provide greater levels of officer safety.

To offset the cost to local taxpayers, the jurisdictions propose to use JAG funding to procure equipment and technology. Previous JAG funds obtained by these entities were dedicated to these types of projects.

The 2013 project application is being distributed via email to city and county officials in the three jurisdictions. The Galveston County Commissioner's Court, the Texas City City Commission, and Galveston City Council will provide for public comment during regular meetings prior to August 15, 2013. The actual application has been submitted online via the government's GMS system on July 9, 2013 and is pending public comment and review.

Please send comments on this joint application and spending proposal by July 31, 2013 to:

Cindy Pagan/Galveston County Grants Manager
722 Moody, Suite 317
Galveston, TX 77550-2317
Phone: (409) 770-5355
Fax: (409) 766-2539

Email: Cynthia.Pagan@co.galveston.tx.us

GMS Application # 2013-H5827-TX-DJ
Attachment 3

Review Narrative

The JAG joint application for Galveston County, and the cities of Texas City, and Galveston (GMS # **2013-H5827-TX-DJ**) intends to make its Fiscal Year 2013 JAG application available for review and comment during public meetings of the County's Commissioner's Court and councils of the respective cities not later than August 15, 2013. An Interlocal Agreement (proposed language attached) will be presented for approval by the various governing bodies prior to August 15, 2013.

Copies of the application attachments shall be provided upon request to members of the public in attendance at said meetings.

Utilizing the county's Citizen Participation Process, filers requesting public comment shall be posted not later than July 11, 2013 in prominent places at county facilities.

GMS Application # 2013-H5827-TX-DJ
Attachment 4

Abstract

County of Galveston is the applicant for a multi-jurisdictional JAG application entitled Galveston County Law Enforcement Technology and Safety Improvement Program.

The goals of this project are to seek to prevent or reduce crime and violence through the uses of automation and emerging technologies to reduce the time necessary to complete routine tasks, free up personnel for more important work, improve safety, and gain greater accountability.

The consortium of law enforcement agencies serving under this application seek to individually and cooperatively utilize JAG funding to establish and enhance programs with a broad-based positive effect throughout each agency.

The strategies presented in this proposal will provide equipment to continue much needed upgrades with components and safety equipment. This will enhance interoperability, capability and safety which will be greatly realized by the officers on the street county wide.

The deliverables will consist of the purchase of equipment and implementation. Reporting the improved efficiency in job performance and reporting increase in program quality. We plan to coordinate the purchase of equipment, installation, and configuration by late 2013 and be completed with full implementation by mid 2014 based on grant award.

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED July 09, 2013	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5.APPLICANT INFORMATION	
Legal Name Galveston County	Organizational Unit Sheriff's Office
Address 722 Moody Galveston, Texas 77550-2301	Name and telephone number of the person to be contacted on matters involving this application Pagan, Cynthia (409) 770-5355
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 74-6000908	7. TYPE OF APPLICANT County
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA TITLE: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Galveston County Law Enforcement Technology and Safety Improvement Program

12. AREAS AFFECTED BY PROJECT

Galveston County, Texas, with emphasis on unincorporated areas of Galveston County and the cities of Galveston and Texas City, Texas

13. PROPOSED PROJECT	14. CONGRESSIONAL DISTRICTS OF
Start Date: October 01, 2013 End Date: September 30, 2016	a. Applicant b. Project TX14

15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
Federal	$42,672	
Applicant	$0	

State	$0	Program is not covered by E.O. 12372
Local	$0	
Other	$0	
Program Income	$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	$42,672	N

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Close Window

AGENDA ITEM #27.d.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

Grant Application___Award_✓_ Approval Request

Date of Request: 9/17/13		Department: Emergency Management			
Grant Agency: Texas Department of Public Safety			Funding Source: Emergency Management Performance Grant (EMPG)		
Grant Start Date:	10/1/12	Program Year:	Renewal: Yes ___ No ___		Last Billing Date:
Grant End Date:	3/31/14	Program End Date: 3/31/14	Award/Agreement No: 13TX-EMPG-0034		
Description:	The EMPG program provides federal funding to assist states & local gov in developing & carrying out Emergency Management Programs.				
Grant Org Key:			Grant Type: Advance Payment ___ Reimbursement ✓		

Expenditure Type	Grant (Other) Funded	County Funded	Total Budget
Salary & Benefit			
Non-Labor			
Indirect/Admin Costs			
Totals:	$63,306.87	0	-

	FY12	FY13	FY14	FY15	After FY15	Total
County Funding Requested:						0
County Funding Budgeted:						

Approved By:	Date	Signature
Grants Manager:	Cynthia Paga	9/11/13
Director of Finance:		9/11/2013

Form Number:

THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE
P.O. Box 1418
GALVESTON, TEXAS 77553

County Auditor
Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems

September 11, 2013

Honorable County Judge and Commissioners
Galveston County
Galveston, TX 77550

Re: Certification of Revenues Pursuant to Local Government Code Section 111.0706:

Grant from Texas Department of Public Safety – Emergency Management Performance Grant

Galveston County has received grant revenue in the amount of $63,306.87 for the 2013 FEMA Emergency Management Performance Grant for the period 10-01-2012 to 03-31-2014 with a 6-month programmatic extension that had not been previously budgeted or anticipated.

Galveston County may adopt a special budget for the expenditure of this revenue. A budget for the funding received has been prepared based on the Grant Manager's recommendations and the application submitted for the grant for the grant period.

I hereby certify the foregoing statements are true and correct.

Randall Rice CPA
Galveston County Auditor

Pagan, Cynthia

From: Popoff, David
Sent: Wednesday, August 28, 2013 4:36 PM
To: Pagan, Cynthia
Subject: FW: FY13 EMPG Grant awards out today

Importance: High

From: Baxter, Heather [mailto:Heather.Baxter@dps.texas.gov]
Sent: Wednesday, August 28, 2013 3:32 PM
To: Baxter, Heather
Subject: FY13 EMPG Grant awards out today
Importance: High

Good Afternoon Emergency Management Coordinators,

Great News: FY 2013 EMPG Grant Awards were mailed out to our local EMPG jurisdictions TODAY! They were mailed out to the attention of the Authorized Official identified on your FY 2013 EMPG application (County Judge, City Mayor, City Manager, or Chair for the Tribe). Within the next couple of days you should check with your Authorized Official's office for the grant award. Once received, reviewed, and signed, the grant award notice must be returned to our office within 45 business days.

Please feel free to contact me with any questions.

Respectfully,

Heather Baxter
Grant Technician
DPS: Division of Emergency Management
5805 North Lamar Blvd.
Austin, Texas 78752
512-424-7699

Please consider the environment before printing this email.
If you have questions about our recycling program, please email dpsrecycles@dps.texas.gov

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000
www.dps.texas.gov

STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS

RECEIVED
SEP 03 2013
GALVESTON COUNTY JUDGE

COMMISSION
A. CYNTHIA LEON, CHAIR
CARIN MARCY BARTH
ADA BRDWN
ALLAN B. POLUNSKY
RANDY WATSON

August 28, 2013

The Honorable Mark Henry
Galveston County Judge
722 Moody Ave
Galveston, TX 77550

Dear Judge Henry:

This letter is to advise you that your application to participate in the Emergency Management Performance Grant (EMPG) program during Fiscal Year 2013 (FY 13) has been accepted.

1. Grant Award

   The Notice of Sub-recipient Grant Award (Attachment 1) specifies the federal EMPG program funding that will be provided during FY 13.

   A representative authorized by your County Commission to accept grants on behalf of the jurisdiction must sign the grant award. Typically the County Judge must sign the award and return it to the Texas Division of Emergency Management (TDEM) *within 45 days* to activate your grant. Retain a copy for your records and provide a copy of the entire grant award package to your local financial manager. Failure to accept the award and return documentation to TDEM within 45 days may result in the distribution of the award to another jurisdiction.

2. Required EMPG Tasks

   A. Your FY 13 EMPG Program Application has been approved. As changes to this document may have been made in order to meet FY 13 program requirements since originally submitted, you should carefully review the attached copy.

   B. All EMPG participants must prepare and submit an After Action Report (AAR) and Improvement Plan (IP), in the format prescribed by the DHS Homeland Security Exercise Evaluation Program (HSEEP). The HSEEP document can be accessed at http://hseep.dhs.gov. The sample AAR and IP are located on our website at http://www.txdps.state.tx.us/dem/Preparedness/exerciseUnit/exerciseRptngInfoForms.htm.

   C. The Department of Homeland Security has identified steps that States, territories, tribal, and local entities should take during FY 13 to remain compliant with the NIMS. All jurisdictions awarded FY 13 EMPG funds must achieve and maintain 100% compliance with NIMSCAST objectives and metrics.

3. Task Progress & Reporting

Continued participation in the EMPG program is in part conditioned on making proportional progress on your Work Plan tasks and the timely submission of progress and financial reports.

A. Proportional Progress in Program Tasks. You are expected to complete and document a portion of those tasks each quarter rather than deferring most planning tasks, training, exercises, and other activities until the last several months of the fiscal year. Those who try to complete a year's work in several months frequently fail when emergencies occur late in the year.

B. Financial Reports. EMPG Financial reports are due 30 days after the close of each quarter of the federal Fiscal Year. Quarterly Financial Reports are due January 30, April 30, July 30, and October 30. These reports should be emailed directly to the TDEM EMPG Auditor, Doris.Grisham@dps.texas.gov.

C. Quarterly Metrics Templates. FEMA EMPG quarterly templates are due every quarter, January 15, April 15, July 15, and October 15. These templates should be emailed directly to the TDEM EMPG Grant Technician, Heather.Baxter@dps.texas.gov.

D. Progress Reports. Your first semi-annual progress report was due to the TDEM Preparedness Section on April 15, 2013. The final progress report is due October 15, 2013 and should be emailed directly to the TDEM EMPG Grant Technician, Heather.Baxter@dps.texas.gov.

If you do not expend grant funds allocated on allowable expenses within the performance period, future grants will likely be reduced.

If you determine that you do not wish to participate in the FY 13 EMPG program, please submit a letter from your Authorized Official requesting to terminate your participation from the program.

If you have questions regarding EMPG tasks, please contact the EMPG Grant Coordinator III, Lisa Resendez at 512-424-7511/512-574-1473 or your District Coordinator.

Respectfully,

W. Nim Kidd, CEM®
Assistant Director
Texas Department of Public Safety
Chief
Texas Division of Emergency Management

WNK:lr

Attachments: 1- Notice of Sub-Recipient Grant Award
2- Terms and Conditions

TEXAS DEPARTMENT OF PUBLIC SAFETY

TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)

NOTICE OF SUBRECIPIENT GRANT AWARD

Program Title: FY 2013 Emergency Management Performance Grant (EMPG)

DHS Instrument Number: 2013-EP-00067

GDEM Grant Number: 13TX-EMPG-0334

Administered By: Texas Division of Emergency Management
Texas Department of Public Safety
P.O. Box 4087
Austin, Texas 78773-0220

Recipient: **Galveston County**
722 Moody Ave
Galveston, TX 77550

Amount of Grant: **$63,306.87**

Period of Grant: October 1, 2012 to March 31, 2014

The period of grant reflects a six (6) month programmatic extension to complete and close out your FY 13 EMPG grant year. Signing Acceptance of this document means that you accept and will comply with all requirements listed in the attached FY 2013 Terms and Conditions.

AGENCY APPROVAL	GRANT ACCEPTANCE
	Original Signature Required
W. Nim Kidd, CEM Assistant Director Texas Department of Public Safety Chief Texas Division of Emergency Management	Printed Name/Title:
Date: 5-28-13	Date:

Return Signed Copy of This Page *within 45 days* to:
Texas Department of Public Safety
Texas Division of Emergency Management
Attention: Heather Baxter, Office of Management and Budget
MSC 0229
PO Box 4087
Austin, TX 78773-0220

AGENDA ITEM #27.e.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

Grant Application___Award_✓_ Approval Request

Date of Request: 9/11/13		**Department:** Sheriff's Office		
Grant Agency: OAG			**Funding Source:** Statewide Automated Victim Notification Service Grant	
Grant Start Date:	9/1/13	**Program Year:** 13-14	**Renewal: Yes** ✓ **No** ___	**Last Billing Date:**
Grant End Date:	8/31/14	**Program End Date:** 8/31/14	**Award/Agreement No:** 145592	
Description:	Provides a statewide system that will provide relevant offender release information.			
Grant Org Key:			**Grant Type: Advance Payment** ___ **Reimbursement** ___	

Expenditure Type	Grant (Other) Funded	County Funded	Total Budget
Salary & Benefit			
Non-Labor	23,765.16		
Indirect/Admin Costs			
Totals:	$23,765.16	-	-

	FY12	FY13	FY14	FY15	After FY15	Total
County Funding Requested:						0
County Funding Budgeted:						

Approved By:	Date	Signature
Grants Manager:	Cynthia Page	9/11/13
Director of Finance:	[illegible]	9/12/2013

Form Number:

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND GALVESTON COUNTY

OAG Contract No. 1445592

THIS GRANT CONTRACT is executed between the Office of the Attorney General of Texas (OAG) and Galveston County (GRANTEE) for certain grant funds. The Office of the Attorney General and GRANTEE may be referred to in this contract individually as a "Party" and collectively as the "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to maintain Texas counties and other entities in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to all interested entities, including GRANTEE, the OAG make grant funds available for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 15, 2013. After an evaluation of offers, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2013 to August 31, 2015. The OAG may exercise its option to extend the term for up to two renewal terms, consisting of two years each. The Vendor Certification includes the offer to perform the "Requested Scope of Services – Statement of Work Requirements and Terms and Conditions Applicable to the Vendor Certification" as well as the Pricing Model as provided in the BAFO. The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. SERVICE PERIOD (TERM) OF THE CONTRACT

2.1 Service Period (Term). The Service Period (Term) of this contract shall commence on September 1, 2013, and unless terminated earlier as provided by another provision of this contract, this contract will terminate August 31, 2014.

2.2 Option to Extend Term. This contract may be extended for an additional term by a written amendment executed with the same formalities as this contract. Extending the term does not increase the contract amount. Any increase in the contract amount must also be by written amendment executed with the same formalities as this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Services Agreement. GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the OAG Vendor Certification documents. The Services Agreement will include terms and conditions that are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendor's performance according to Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the term of this contract, GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor's performances.

3.5 Scope of Services. For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the "Scope of Services". As a condition of reimbursement, GRANTEE agrees to faithfully, timely and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with OAG. GRANTEE shall forward to

the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional reports or statistical information from GRANTEE.

4.1.2. Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information, including but not limited to information relating to the services rendered by the Certified Vendor, may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization; Changes in Authorized Official, Grant Contact and Project Financial Officer. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to this contract.

GRANTEE shall name an Authorized Official, Grant Contact and Project Financial Officer. GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact or the Project Financial Officer.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness; allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on service delivery reports, programmatic performance reports or other reports. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees. GRANTEE shall submit service delivery reports, contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.2.4 "Problem Log." GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, and steps taken to resolve the problem and when the problem was resolved.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.5. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES - GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. OAG grant funds are paid on a cost reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this

contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2014, GRANTEE will submit fiscal year end required reports.

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted in this contract, GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit report – "timely" means on or before May 31, 2014; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Assignment Of Rights Of Payment And Reimbursement Details. THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:

a. GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.

b. The Certified Vendor will send its "Service Agreement Renewal Notice" (or other similar document) and invoice (either annually or quarterly which detail the amount due for each quarter) to GRANTEE by September 1, 2013. The Certified Vendor will notify the OAG within 20 days of the notices being sent that they were sent.

c. GRANTEE shall submit an invoice to the OAG for the prior quarter by the 5th of the next month following the end of each quarter. The quarters for FY2014 end on November 30, February 28, May 31, and August 31. GRANTEE shall include verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.

d. The OAG will forward to the Certified Vendor the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.

e. The OAG will only pay a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.

f. The OAG will process and forward payments to the Certified Vendor each quarter during FY2014 for invoices received from the GRANTEE that also include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the 5th day of the month following the end of the quarter, as defined above. The payment will be generated no later than the 30th day after the 5th day of the month following the end of the quarter, as defined above. If an invoice is submitted after the 5th day of the month following the end of the quarter, the invoice may not be paid until the next quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the 10th day of the next month following the end of each quarter.

g. If the GRANTEE does not submit the required invoice and verification prior to the quarterly deadline defined above, the OAG will process payment in accordance with Section 4.3.5 (f).

h. If GRANTEE does not submit the required invoice and verification to the OAG within 45 days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

4.3.6 Close-Out Invoice. GRANTEE shall submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG may offset and deduct the amount of the overpayment from any amount due to be paid, but not yet paid by the OAG under this contract. The OAG may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct a specified amount. GRANTEE and/or the Certified Vendor shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.

GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

5. OBLIGATIONS OF THE OFFICE OF THE ATTORNEY GENERAL

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG in this contract is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds as stated in the attached Exhibit A.

5.3 Payment of Authorized Costs. In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for the purpose of this grant**

program, or if the appropriated funds made for the purposes of this grant program, are deemed, in the sole discretion of the OAG, required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. 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.

Termination of this contract for any reason or expiration of this contract shall not release the Parties 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. The following terms and conditions, (in addition to any others that could reasonable be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4; Section 7; Section 11; and Section 12.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG under this contract.

6.5 Notices to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. RECORDS RETENTION AND ACCESS; AUDIT RIGHTS.

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the OAG and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE'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 confidential information. GRANTEE agrees that GRANTEE's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

7.4 Access. GRANTEE shall grant access to and make available copies of all data extracts described in Section 3.5, as well as all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract and the operation and management of GRANTEE to the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to the performance of this contract shall be subject to examination or audit in accordance with all contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract.

GRANTEE shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant physical access to all program delivery sites to representatives of the State of Texas and/or the OAG and its designees.

7.5 Location. Any audit of documents listed in Section 7.4 shall be conducted at the GRANTEE's principal place of business and/or the location(s) of the GRANTEE's operations during the GRANTEE's normal business hours and at the OAG's expense. GRANTEE shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 7.

7.6 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.003 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, audits, and equipment inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005

Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with the terms of this contract may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs, and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities

relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE, and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, offered to give, 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 or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract. GRANTEE certifies: No federal/state 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 or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with the awarding, or the extension, continuation, renewal, amendment, or modification of this contract; and if any non-federal/state 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 or the Texas Legislature, an officer or employee of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with this contract, the undersigned shall contact the OAG for the "Disclosure Form to Report Lobbying."

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct it business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws. If GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code,

GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

10.6 Certifications and Assurances. Exhibit B, attached hereto and incorporated herein, and is applicable to this contract. GRANTEE agrees to strictly comply with the requirements and obligation described in Exhibit B.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that any contractor of GRANTEE performing services related to this contract will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

To the extent allowed by law, GRANTEE or GRANTEE's contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties; further, to the extent allowed by law, that GRANTEE and/or GRANTEE's contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of the actions or performance of GRANTEE or GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of the GRANTEE, its employees, representatives, agents, or GRANTEE's contractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. OTHER THAN AS SPECIFICALLY ALLOWED IN THIS CONTRACT IN THAT GRANTEE UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR, GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.

11.8 No Grants to Certain Organizations. GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. To the extent allowed by law, the Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of

the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, and to the extent allowed by law, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. To the extent allowed by law, GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

11.11 Special Conditions. Exhibit C, attached here and incorporated herein, and applicable to this contract. If any Special Conditions are imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, Including All Exhibits. This contract, including all exhibits reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. Any exhibit mentioned in this contract that is attached is incorporated herein. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a

waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6. Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY GENERAL	**GALVESTON COUNTY**
_____	_____
Attorney General or designee	**Authorized Official**
_____	_____
Printed Name	**Printed Name**

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND GALVESTON COUNTY

OAG Contract No. 1445592

EXHIBIT A

Population Size: Large

The total liability of the OAG for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed the following:

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds SHALL NOT EXCEED
Standard Maintenance Phase	$23,765.16	$0.00	12	$23,765.16

AS PROVIDED BY THIS CONTRACT, GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS CONTRCT TO THE CERTIFIED VENDOR.

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND GALVESTON COUNTY

OAG Contract No. 1445592

EXHIBIT B

OAG CERTIFICATIONS AND ASSURANCES

A. The Uniform Grant Management Standards ("UGMS"), Part III, Section _____.14; Promulgated by the Office of the Governor, State of Texas, Establish the following assurances applicable to recipients of state grant funds:

(1) GRANTEE must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) GRANTEE must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.

(3) GRANTEE must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) GRANTEE must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) GRANTEE that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

(7) When incorporated into a grant award or contract, the standard assurances become terms or conditions for receipt of grant funds. GRANTEE shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

8) GRANTEE must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. GRANTEE shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) GRANTEE will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(10) GRANTEE, as applicable, will comply, with the provisions of the Davis-Bacon Act (40 U.S.C. § § 276a to 276a-7), the Copeland Act (40 U.S.C. § § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 327-333), regarding labor standards for federally assisted construction sub agreements.

(11) GRANTEE, as applicable, will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(12) GRANTEE will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) GRANTEE will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) GRANTEE, as applicable, will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(15) GRANTEE, as applicable, will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been

identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) GRANTEE, as applicable, will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(17) GRANTEE, as applicable, will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(18) GRANTEE, as applicable, will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(19) GRANTEE, as applicable, will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(20) GRANTEE, as applicable, will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) GRANTEE, as applicable, will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) GRANTEE, as applicable, will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) GRANTEE, as applicable, will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) GRANTEE, as a signatory party to the grant contract, must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) GRANTEE must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND GALVESTON COUNTY

OAG Contract No. 1445592

EXHIBIT C

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None

AGENDA ITEM #27.f.1.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	**County Engineer**	**BA 13-079-0917-A**
Date Submitted:	**September 9, 2013**	**(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 to fund FEMA Certification project - Texas City Hurricane Flood Protection Levee System.

This budget amendment does not increase the budget for FY 2013.

TRANSFER FROM

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
2370 - Flood Control Fund	920180 Fund Balance Reserves	5930000 - Budgeted Reserves	85,000	
TOTAL - Transfer From			$ 85,000	

TRANSFER TO

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
2994 - Disaster Recovery - Hurricane Ike	299772 FEMA Certification Project	5481000 - Contract Services	85,000	
TOTAL - Transfer To			$ 85,000	

ADDITIONAL COMMENTS:

The County Engineer has requested funds for the FEMA Certification project - Texas City Hurricane - Flood Protection Levee system. The County Engineer presented the FEMA Certification Report for the Texas City Hurricane Levee Flood Protection System from Huitt-Zollars to the Commissioners Court on September 3, 2013. The County Engineer has reported that instead of the original $726,000 for this project, $85,000 is the present estimated cost. This project has been included as an alternate FEMA project, which has been submitted but has not been approved as of September 9, 2013. With the deadline of December 10, 2013, the County Engineer has requested that the project be funded by the Flood Control Fund until the project has been approved by FEMA. When the project has been approved, the Flood Control Fund will be reimbursed for the project.

Description	Flood Control Fund - Budgeted Reserves	Disaster Recovery - Hurricane Ike - FEMA Certification - Contract Services
Beginning Balance, September 9, 2013	$185,250	$0
BA 13-079-0917-A	-$85,000	$85,000
Total Amended Budget (if approved)	$100,250	$85,000
Total Expenditures and Encumbrances to date	$0	$0
Total Budget Available (if approved)	$100,250	$85,000

Departmental Authorization **Date**

Human Resources Department **Date**

9/12/2013

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 #27.f.2.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	**County Engineer**	**BA 13-081-0917-C**
Date Submitted:	**September 9, 2013**	**(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 to fund second request per Interlocal Agreement with Texas City for Century Boulevard project.

This budget amendment does not increase the budget for FY 2013.

TRANSFER FROM

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
3312 - Unlimited Tax Road Bonds, Series 2009A	312111 - Non - County Roads	5731126 - Owens Drive	81,060	
3312 - Unlimited Tax Road Bonds, Series 2009A	312111 - Non - County Roads	5731127 - Hughes Road	15,885	
3312 - Unlimited Tax Road Bonds, Series 2009A	312112 - County Roads	5731013 - Roads Precinct #3	100,093	
TOTAL - Transfer From			$ 197,038	

TRANSFER TO

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
3312 - Unlimited Tax Road Bonds, Series 2009A	312111 - Non - County Roads	5731172 - Century Boulevard	197,038	
TOTAL - Transfer To			$ 197,038	

ADDITIONAL COMMENTS:

The County Engineer has requested the transfer of funds from various road projects (Owens Drive, Hughes Road, and Roads Precinct #3) to Century Boulevard in order to fund the second request in the Interlocal Agreement - Texas City, which was approved in Commissioners Court on March 6, 2012.

Description	Non - County Roads - Owens Drive	Non - County Roads - Hughes Road	County Roads - Roads Precinct #3	Non - County Roads - Century Boulevard
Beginning Balance, September 9, 2013	$277,640	$63,543	$155,000	$1,402,262
BA 13-081-0917-C	-$81,060	-$15,885	-$100,093	$197,038
Total Amended Budget (if approved)	$196,580	$47,658	$54,907	$1,599,300
Total Expenditures and Encumbrances to date	$7,437	$0	$0	$1,376,480
Total Budget Available (if approved)	$189,143	$47,658	$54,907	$222,820

Departmental Authorization **Date**

Human Resources Department **Date**

9/12/2013

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 #27.f.3.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	**Professional Services - General Government**	**BA 13-082-0917-D**
Date Submitted:	**September 9, 2013**	**(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 to fund additional expenditures - Terminal Vacation and Sick Pay due to increase in expenditures.

This budget amendment does not increase the budget for FY 2013.

TRANSFER FROM

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	920180 Fund Balance Reserves	5930000 - Budgeted Reserves	313,900	
TOTAL - Transfer From			$ 313,900	

TRANSFER TO

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	110000 - General Government	5112001 - Terminal Vacation and Sick Leave	313,900	
TOTAL - Transfer To			$ 313,900	

ADDITIONAL COMMENTS:
The Director of Professional Services is requesting funds to cover the line item - Terminal Vacation and Sick Pay through the end of fiscal 2013. As of September 9, 2013, the line item Terminal Vacation and Sick Pay was over budget by $197,933. In early January 2013, a large number of employee retired from the County, which caused an unexpected expenditure of over $169,099. Several long-term employees have informed Human Resources of their retirement in the month of September 2013.

Description	General Fund - Budgeted Reserves	General Government - Terminal Vacation and Sick Leave
Beginning Balance, September 9, 2013	$13,334,511	$250,000
BA 13-082-0917-D	-$313,900	$313,900
Total Amended Budget (if approved)	$13,020,611	$563,900
Total Expenditures and Encumbrances to date	$0	$447,934
Total Budget Available (if approved)	$13,020,611	$115,966

Departmental Authorization **Date**

Human Resources Department **Date**

9/12/2013

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 #27.f.4.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	**County Clerk - Elections**	**BA 13-083-0917-E**
Date Submitted:	**September 9, 2013**	**(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 for an intradepartmental transfer to fund travel and education expenditures through the end of FY 2013.

This budget amendment does not increase the budget for FY 2013.

TRANSFER FROM

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	114030 - Election Expense	5496301 - Auto Mileage	251	
TOTAL - Transfer From			$ 251	

TRANSFER TO

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	114030 - Election Expense	5496100 - Travel and Education	251	
TOTAL - Transfer To			$ 251	

ADDITIONAL COMMENTS:
The County Clerk - Elections is requesting an intra-departmental transfer from auto mileage to travel and education to fund expenditures through the end of fiscal year 2013. The overage in the line item Travel and Education was due to new personnel who needed specialized training for the various elections during the fiscal year. In FY 2012, the Travel and Education expenditures were $3,144.

Description	Election Expense - Auto Mileage	Election Expense - Travel and Education
Beginning Balance, September 9, 2013	$2,500	$4,000
BA 13-083-0917-E	-$251	$251
Total Amended Budget (if approved)	$2,249	$4,251
Total Expenditures and Encumbrances to date	$1,958	$4,251
Total Budget Available (if approved)	$291	$0

Departmental Authorization **Date**

Human Resources Department **Date**

9/12/2013

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:**_____

Galv Cnty Production

Budget to Actual Figures

Run: 09/12/2013

Ledger: GL
Fiscal Year: 2013 9 September

Budget: OB

Key	Title	Director
1101114030	Election Expense	County Clerk

Object	Description	Budget	Actual	Encumbrance	Balance
5100000	Salaries	212,000.00	188,793.00	0.00	23,207.00
5120001	Temporary Help	300,000.00	263,547.46	0.00	36,452.54
5130000	Overtime	25,000.00	8,973.61	0.00	16,026.39
5151000	Group Health Insurance	35,500.00	23,436.44	0.00	12,063.56
5152102	Medicare FICA Payments	8,400.00	6,165.31	0.00	2,234.69
5153000	Pension	24,500.00	19,950.51	0.00	4,549.49
5154000	Alternate Plan	32,200.00	16,979.91	0.00	15,220.09
5154112	Alternate Plan-OBRA 90	2,000.00	2,025.66	0.00	(25.66)
5310000	Supplies and Materials	3,000.00	189.82	0.00	2,810.18
5423701	Maintenance Contracts	148,400.00	100,391.00	0.00	48,009.00
5481000	Contract Service	5,000.00	1,180.54	0.00	3,819.46
5493100	Advertising	1,500.00	388.44	0.00	1,111.56
5496100	Travel and Education	4,000.00	3,143.88	1,106.18	(250.06)
5496301	Auto Mileage	2,500.00	1,874.95	82.94	542.11
5499201	Election Expense	30,000.00	5,290.44	1,830.65	22,878.91
	Total Revenue	**0.00**	**0.00**	**0.00**	**0.00**
	Total Expense	**834,000.00**	**642,330.97**	**3,019.77**	**188,649.26**
	Net Total (Revenue - Expense)	**(834,000.00)**	**(642,330.97)**	**(3,019.77)**	**188,649.26**

AGENDA ITEM #27.f.5.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	**Facilities Services and Maintenance**	**BA 13-084-0917-F**
Date Submitted:	**September 9, 2013**	**(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 for an intradepartmental transfer to fund travel and education expenditures through the end of FY 2013

This budget amendment does not increase the budget for FY 2013.

TRANSFER FROM

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	170100 - Facilities Services and Maintenance	5310000 - Supplies and Materials	150	
TOTAL - Transfer From			$ 150	

TRANSFER TO

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	170100 - Facilities Services and Maintenance	5496100 - Travel and Education	150	
TOTAL - Transfer To			$ 150	

ADDITIONAL COMMENTS:
The Facilities Manager is requesting an intra-departmental transfer from supplies and materials to travel and education to fund expenditures through the end of fiscal year 2013. Galveston County has a underground storage tank on County property. Because of this storage tank, an employee needs certification for a Class-A Operators License. The overage on Travel and Education was due to no budget on this line item. In FY2012, the travel and education expenditures were $3,202.

Description	Facilities Services and Maintenance - Supplies and Maintenance	Facilities Services and Maintenance - Travel and Education
Beginning Balance, September 9, 2013	$200,000	$0
BA 13-084-0917-F	-$150	$150
Total Amended Budget (if approved)	$199,850	$150
Total Expenditures and Encumbrances to date	$174,662	$150
Total Budget Available (if approved)	$25,188	$0

Departmental Authorization **Date**

Human Resources Department **Date**

9/12/2013

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:**_____

Galv Cnty Production

Budget to Actual Figures

Run: 09/12/2013

Ledger: GL
Fiscal Year: 2013 9 September

Budget: OB

Key	Title	Director
1101170100	**Facilities Srvs & Maintenance**	**Dir of Plan & Infrastruture**

Object	Description	Budget	Actual	Encumbrance	Balance
5100000	Salaries	772,700.00	646,047.99	0.00	126,652.01
5130000	Overtime	39,000.00	32,076.01	0.00	6,923.99
5151000	Group Health Insurance	106,500.00	92,725.38	0.00	13,774.62
5152102	Medicare FICA Payments	12,600.00	9,940.89	0.00	2,659.11
5153000	Pension	83,800.00	69,916.29	0.00	13,883.71
5154000	Alternate Plan	71,200.00	59,436.88	0.00	11,763.12
5154112	Alternate Plan-OBRA 90	600.00	0.00	0.00	600.00
5310000	Supplies and Materials	200,000.00	170,582.87	4,079.10	25,338.03
5312101	Uniform Expense	1,400.00	375.54	0.00	1,024.46
5412094	CareHere Clinic Expenditures	17,000.00	17,049.37	4,415.63	(4,465.00)
5421100	Water	500,000.00	344,188.86	11,266.75	144,544.39
5421200	Electricity	2,900,000.00	2,633,770.13	99,449.08	166,780.79
5421300	Gas	325,000.00	222,360.04	19,139.92	83,500.04
5422200	Carpet Cleaning	7,000.00	1,778.47	0.00	5,221.53
5423000	Maint/Repairs Equipment	35,000.00	42,620.82	2,936.59	(10,557.41)
5423701	Maintenance Contracts	73,000.00	51,392.90	7,729.95	13,877.15
5424000	Maint & Repairs Buildings	527,661.44	537,150.34	61,556.07	(71,044.97)
5424108	M&R Courthouse & Annex	0.00	28.44	0.00	(28.44)
5426106	Uniform Leasing	3,800.00	1,735.26	2,064.74	0.00
5481000	Contract Service	1,463,000.00	1,240,905.83	154,638.73	67,455.44
5492111	Telephone Cellular	5,000.00	8,317.16	1,375.32	(4,692.48)
5496100	Travel and Education	0.00	150.00	0.00	(150.00)
5601060	Reimb-FEMA-Matls & Othr Exp	0.00	280.97	0.00	(280.97)
	Total Revenue	**0.00**	**0.00**	**0.00**	**0.00**
	Total Expense	**7,144,261.44**	**6,182,830.44**	**368,651.88**	**592,779.12**
	Net Total (Revenue - Expense)	**(7,144,261.44)**	**(6,182,830.44)**	**(368,651.88)**	**592,779.12**

AGENDA ITEM #27.f.6.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	**County Sheriff**	**BA 13-085-0917-G**
Date Submitted:	**September 9, 2013**	**(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 for intradepartmental transfers to fund travel and education expenditures through the end of FY 2013.

This budget amendment does not increase the budget for FY 2013.

TRANSFER FROM

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	211143 - County Sheriff - Patrol Division	5423110 - Fuel Expense Boats	1,555	
1101 - General Fund	211133 - County Sheriff - Corrections	5310000 - Supplies and Materials	2,958	
TOTAL - Transfer From			$ 4,513	

TRANSFER TO

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	211101 - County Sheriff - Administration	5496100 - Travel and Education	1,555	
1101 - General Fund	211133 - County Sheriff - Corrections	5496100 - Travel and Education	2,958	
TOTAL - Transfer To			$ 4,513	

ADDITIONAL COMMENTS:
The County Sheriff is requesting intra-departmental transfers from County Sheriff - Patrol Division - Fuel Expense Boats and Corrections - Supplies and Materials to County Sheriff - Administration and Corrections - Travel and Education to fund expenditures through the end of fiscal year 2013. There was an over run due to training for newly assigned personnel. In FY2012, the travel and education expenditures for County Sheriff - Administration and Corrections were $1,452 and $12,685, respectively.

Description	County Sheriff - Patrol Division - Fuel Expense Boats	County Sheriff Administration - Travel and Education	County Sheriff - Corrections - Supplies and Materials	County Sheriff - Corrections - Travel and Education
Beginning Balance, September 9, 2013	$4,000	$3,700	$224,000	$18,000
BA 13-085-0917-G	-$1,555	$1,555	-$2,958	$2,958
Total Amended Budget (if approved)	$2,445	$5,255	$221,042	$20,958
Total Expenditures and Encumbrances to date	$0	$5,255	$153,870	$20,958
Total Budget Available (if approved)	$2,445	$0	$67,172	$0

Departmental Authorization **Date**

Human Resources Department **Date**

9/12/2013

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:**_____

Galv Cnty Production

Budget to Actual Figures

Run: 09/12/2013

Ledger: GL
Fiscal Year: 2013 9 September

Budget: OB

Key	Title	Director
1101211143	Patrol Division-Trochesset	Sheriff-Trochesset

Object	Description	Budget	Actual	Encumbrance	Balance
5100000	Salaries	2,060,100.00	1,841,163.08	0.00	218,936.92
5115000	Longevity	54,200.00	44,675.00	0.00	9,525.00
5116012	Shift Differential Pay-Patrol	57,500.00	38,560.75	0.00	18,939.25
5130000	Overtime	65,000.00	63,284.11	0.00	1,715.89
5130021	Overtime/Court	6,000.00	4,413.68	0.00	1,586.32
5130054	Scheduled Overtime Holidays	51,400.00	69,234.25	0.00	(17,834.25)
5151000	Group Health Insurance	254,400.00	234,657.26	0.00	19,742.74
5152102	Medicare FICA Payments	35,600.00	29,514.24	0.00	6,085.76
5153000	Pension	236,800.00	203,492.38	0.00	33,307.62
5154000	Alternate Plan	201,300.00	172,821.40	0.00	28,478.60
5154111	Alternate Plan-Nonpart Emp	1,800.00	0.00	0.00	1,800.00
5154112	Alternate Plan-OBRA 90	1,300.00	1,198.68	0.00	101.32
5310000	Supplies and Materials	13,200.00	10,457.42	1,049.84	1,692.74
5423000	Maint/Repairs Equipment	9,000.00	6,495.62	1,077.04	1,427.34
5423104	Maint/Repairs Boat	15,000.00	6,050.97	3,071.93	5,877.10
5423110	Auto Maintenance	0.00	165.00	0.00	(165.00)
5423130	Fuel Expense Boats	4,000.00	0.00	0.00	4,000.00
5496100	Travel and Education	3,500.00	586.75	0.00	2,913.25
5742325	Sheriff-Patrol	18,537.00	0.00	0.00	18,537.00
	Total Revenue	**0.00**	**0.00**	**0.00**	**0.00**
	Total Expense	**3,088,637.00**	**2,726,770.59**	**5,198.81**	**356,667.60**
	Net Total (Revenue - Expense)	**(3,088,637.00)**	**(2,726,770.59)**	**(5,198.81)**	**356,667.60**

Galv Cnty Production

Budget to Actual Figures

Run: 09/12/2013

Ledger: GL
Fiscal Year: 2013 9 September

Budget: OB

Key	Title	Director
1101211101	**Admin Sheriff Dept-Trochesset**	**Sheriff-Trochesset**

Object	Description	Budget	Actual	Encumbrance	Balance
5100000	Salaries	737,600.00	750,250.41	0.00	(12,650.41)
5100050	Salaries-Alt Education Progm	93,600.00	0.00	0.00	93,600.00
5115000	Longevity	11,200.00	8,624.20	0.00	2,575.80
5119200	Career Ladder-Promotions(Sal)	110,000.00	0.00	0.00	110,000.00
5119205	Career Ladd-Certification(Sal)	70,000.00	0.00	0.00	70,000.00
5151000	Group Health Insurance	71,000.00	66,777.53	0.00	4,222.47
5152102	Medicare FICA Payments	15,900.00	7,411.60	0.00	8,488.40
5153000	Pension	105,600.00	78,275.16	0.00	27,324.84
5154000	Alternate Plan	89,700.00	66,515.19	0.00	23,184.81
5310000	Supplies and Materials	12,500.00	10,898.24	522.76	1,079.00
5312101	Uniform Expense	141,200.00	126,826.90	13,908.10	465.00
5322010	Auto Fuel Expense	0.00	171.70	0.00	(171.70)
5423000	Maint/Repairs Equipment	1,000.00	550.00	442.90	7.10
5423110	Auto Maintenance	325,000.00	307,679.86	9,826.86	7,493.28
5481000	Contract Service	55,000.00	42,487.30	3,862.70	8,650.00
5492111	Telephone Cellular	45,000.00	21,111.91	17,835.90	6,052.19
5496100	Travel and Education	3,700.00	5,254.78	0.00	(1,554.78)
5496301	Auto Mileage	800.00	751.62	18.08	30.30
5742000	Capital Outlay-Vehicles	199,700.00	160,764.00	38,936.00	0.00
	Total Revenue	**0.00**	**0.00**	**0.00**	**0.00**
	Total Expense	**2,088,500.00**	**1,654,350.40**	**85,353.30**	**348,796.30**
	Net Total (Revenue - Expense)	**(2,088,500.00)**	**(1,654,350.40)**	**(85,353.30)**	**348,796.30**

Galv Cnty Production

Budget to Actual Figures

Run: 09/12/2013

Ledger: GL
Fiscal Year: 2013 9 September

Budget: OB

Key	Title	Director
1101211133	Sheriff-Corrections-Trochesset	Sheriff-Trochesset

Object	Description	Budget	Actual	Encumbrance	Balance
5100000	Salaries	11,021,600.00	9,891,250.11	0.00	1,130,349.89
5115000	Longevity	97,200.00	84,306.30	0.00	12,893.70
5116011	Shift Differential Pay-Corr	252,300.00	208,747.76	0.00	43,552.24
5130000	Overtime	750,000.00	750,588.12	0.00	(588.12)
5130021	Overtime/Court	0.00	184.21	0.00	(184.21)
5130054	Scheduled Overtime Holidays	258,300.00	316,407.70	0.00	(58,107.70)
5151000	Group Health Insurance	1,644,700.00	1,430,521.12	0.00	214,178.88
5152102	Medicare FICA Payments	191,900.00	163,260.76	0.00	28,639.24
5153000	Pension	1,277,600.00	1,156,350.91	0.00	121,249.09
5154000	Alternate Plan	1,085,700.00	982,593.23	0.00	103,106.77
5154111	Alternate Plan-Nonpart Emp	4,500.00	0.00	0.00	4,500.00
5154112	Alternate Plan-OBRA 90	1,200.00	667.26	0.00	532.74
5310000	Supplies and Materials	224,000.00	95,841.48	58,027.71	70,130.81
5310001	Depart Supplies-Non Cap FFE	27,600.00	19,938.15	2,172.57	5,489.28
5317000	Books & Periodicals	1,000.00	0.00	0.00	1,000.00
5412095	Jail Healthcare Contract	2,445,500.00	2,428,532.30	11,675.70	5,292.00
5423000	Maint/Repairs Equipment	7,000.00	5,796.89	1,647.80	(444.69)
5481000	Contract Service	18,000.00	526.40	0.00	17,473.60
5481200	Jail Food Service Contract	1,119,700.00	880,835.04	238,864.96	(0.00)
5496100	Travel and Education	18,000.00	20,957.51	0.00	(2,957.51)
5498000	Membership And Dues	500.00	480.00	0.00	20.00
	Total Revenue	**0.00**	**0.00**	**0.00**	**0.00**
	Total Expense	**20,446,300.00**	**18,437,785.25**	**312,388.74**	**1,696,126.01**
	Net Total (Revenue - Expense)	**(20,446,300.00)**	**(18,437,785.25)**	**(312,388.74)**	**1,696,126.01**

Galv Cnty Production

Budget to Actual Figures

Run: 09/12/2013

Ledger: GL
Fiscal Year: 2013 9 September

Budget: OB

Key	Title	Director
1101211133	Sheriff-Corrections-Trochesset	Sheriff-Trochesset

Object	Description	Budget	Actual	Encumbrance	Balance
	Grand Total Revenue	0.00	0.00	0.00	0.00
	Grand Total Expense	20,446,300.00	18,437,785.25	312,388.74	1,696,126.01
	Grand Totals (Revenue -	(20,446,300.00)	(18,437,785.25)	(312,388.74)	1,696,126.01

AGENDA ITEM #27.f.7.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	**Parks Department**	**BA 13-086-0917-H**
Date Submitted:	**September 9, 2013**	**(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 for an intradepartmental transfer to fund travel and education expenditures through the end of FY 2013.

This budget amendment does not increase the budget for FY 2013.

TRANSFER FROM

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	522020 - Parks Department	5310000 - Supplies and Materials	680	
TOTAL - Transfer From			$ 680	

TRANSFER TO

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	522020 - Parks Department	5496100 - Travel and Education	680	
TOTAL - Transfer To			$ 680	

ADDITIONAL COMMENTS:
The Director of County Parks is requesting an intra-departmental transfer from Parks Department - Supplies and Materials to Travel and Education to fund expenditures through the end of fiscal year 2013. In order to receive a discount on registration for a NRPA conference in October 2013, the Parks Department registered early for this conference. This caused an overage on the line item - Travel and Education. In FY2012, the travel and education expenditures were $2,697.

Description	Parks Department - Supplies and Materials	Parks Department - Travel and Education
Beginning Balance, September 9, 2013	$55,700	$5,100
BA 13-086-0917-H	-$680	$680
Total Amended Budget (if approved)	$55,020	$5,780
Total Expenditures and Encumbrances to date	$39,712	$5,780
Total Budget Available (if approved)	$15,308	$0

Departmental Authorization **Date**

Human Resources Department **Date**

9/12/2013

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:**_____

Galv Cnty Production

Budget to Actual Figures

Run: 09/12/2013

Ledger: GL
Fiscal Year: 2013 9 September

Budget: OB

Key	Title	Director
1101522020	**Parks Department**	**Parks Executive Director**

Object	Description	Budget	Actual	Encumbrance	Balance
5100000	Salaries	1,416,900.00	1,045,476.56	0.00	371,423.44
5120001	Temporary Help	79,200.00	82,196.92	0.00	(2,996.92)
5130000	Overtime	12,500.00	6,659.24	0.00	5,840.76
5130054	Scheduled Overtime Holidays	1,000.00	0.00	0.00	1,000.00
5151000	Group Health Insurance	267,700.00	210,088.99	0.00	57,611.01
5152102	Medicare FICA Payments	23,500.00	16,660.95	0.00	6,839.05
5153000	Pension	147,700.00	112,907.34	0.00	34,792.66
5154000	Alternate Plan	128,500.00	95,873.49	0.00	32,626.51
5154112	Alternate Plan-OBRA 90	1,300.00	555.32	0.00	744.68
5310000	Supplies and Materials	55,700.00	34,261.62	5,450.30	15,988.08
5310001	Depart Supplies-Non Cap FFE	26,341.00	18,499.20	4,199.00	3,642.80
5312101	Uniform Expense	2,000.00	3,317.56	435.00	(1,752.56)
5317000	Books & Periodicals	300.00	374.68	0.00	(74.68)
5410000	Professional Services	17,500.00	0.00	0.00	17,500.00
5410001	Prof Svcs-61st St Boat Ramp	193,230.00	6,204.00	136,806.00	50,220.00
5421400	Refuse Disposal	4,500.00	18,384.48	2,144.52	(16,029.00)
5423000	Maint/Repairs Equipment	50,000.00	48,643.82	2,613.73	(1,257.55)
5424000	Maint & Repairs Buildings	95,000.00	70,596.99	17,736.78	6,666.23
5425804	Fort Travis Bunkers	9,500.00	7,125.00	2,375.00	0.00
5426100	Equipment Rental/Lease	2,000.00	1,052.30	602.58	345.12
5426106	Uniform Leasing	11,400.00	6,489.24	3,498.45	1,412.31
5426181	Rental Porta Cans	30,000.00	9,219.02	60.98	20,720.00
5428000	Grounds Maintenance	20,000.00	10,653.30	6,589.40	2,757.30
5428010	Forestry Services	20,000.00	8,282.00	11,718.00	0.00
5481000	Contract Service	35,000.00	33,851.61	212.96	935.43
5492111	Telephone Cellular	4,800.00	4,641.67	1,688.33	(1,530.00)
5492306	Cell Phone Allowance	0.00	280.00	0.00	(280.00)
5493100	Advertising	3,000.00	2,732.74	61.51	205.75
5496100	Travel and Education	5,100.00	5,779.19	0.00	(679.19)
5496201	Auto Allowance	6,500.00	5,788.00	0.00	712.00
5498000	Membership And Dues	1,200.00	1,280.25	0.00	(80.25)
5499208	Licenses/Permits/Registration	3,500.00	3,114.43	0.00	385.57
5516106	Cash Match - 61st Street Boat	41,981.00	0.00	0.00	41,981.00
5737060	Gregory Park - Donations	10,000.00	0.00	0.00	10,000.00
5737089	Gregory Park Lighted Ball Fiel	26,600.00	0.00	17,976.76	8,623.24
5737195	JBP Rodeo Arena Improvements	20,028.00	0.00	0.00	20,028.00
5737211	Lobit Park	6,000.00	0.00	0.00	6,000.00
5742701	Replacement Trailer	40,000.00	0.00	0.00	40,000.00
5746010	Capitalized Furn,Fix,& Equip	68,300.00	50,956.34	0.00	17,343.66
	Total Revenue	**0.00**	**0.00**	**0.00**	**0.00**
	Total Expense	**2,887,780.00**	**1,921,946.25**	**214,169.30**	**751,664.45**
	Net Total (Revenue - Expense)	**(2,887,780.00)**	**(1,921,946.25)**	**(214,169.30)**	**751,664.45**

AGENDA ITEM #27.f.8.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	**Justice Administration**	**BA 13-087-0917-I**
Date Submitted:	**September 9, 2013**	**(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 for an intradepartmental transfer to fund travel and education expenditures through the end of FY 2013.

This budget amendment does not increase the budget for FY 2013.

TRANSFER FROM

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	121000 - Justice Administration	5412115 - Psych Exam	6,000	
TOTAL - Transfer From			$ 6,000	

TRANSFER TO

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	121000 - Justice Administration	5496100 - Travel and Education	6,000	
TOTAL - Transfer To			$ 6,000	

ADDITIONAL COMMENTS:
The Director of Justice Administration is requesting an intra-departmental transfer from Justice Administration - Psych Exam to Travel and Education to fund expenditures through the end of fiscal year 2013. The over run in this line item was due to training of new personnel and requests from various judges, visiting judges and staff to attend various seminars during the fiscal year. In fiscal year 2012, the travel and education expenditures were $24,839.

Description	Justice Administration - Psych Exam	Justice Administration - Travel and Education
Beginning Balance, September 9, 2013	$95,000	$8,700
BA 13-087-0917-I	-$6,000	$6,000
Total Amended Budget (if approved)	$89,000	$14,700
Total Expenditures and Encumbrances to date	$72,600	$14,197
Total Budget Available (if approved)	$16,400	$503

Departmental Authorization **Date**

Human Resources Department **Date**

9/9/2013

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:**_____

Galv Cnty Production

Budget to Actual Figures

Run: 09/12/2013

Ledger: GL
Fiscal Year: 2013 9 September

Budget: OB

Key	Title	Director
1101121000	Justice Administration	Justice Administration Dir

Object	Description	Budget	Actual	Encumbrance	Balance
5100000	Salaries	442,575.00	388,172.85	0.00	54,402.15
5120001	Temporary Help	45,800.00	67,505.27	0.00	(21,705.27)
5130000	Overtime	2,000.00	3,024.12	0.00	(1,024.12)
5130054	Scheduled Overtime Holidays	0.00	1,084.93	0.00	(1,084.93)
5151000	Group Health Insurance	43,923.00	43,346.07	0.00	576.93
5152102	Medicare FICA Payments	7,610.00	5,231.83	0.00	2,378.17
5153000	Pension	45,995.00	47,456.08	0.00	(1,461.08)
5154000	Alternate Plan	40,764.00	31,329.65	0.00	9,434.35
5154111	Alternate Plan-Nonpart Emp	5,000.00	5,174.60	0.00	(174.60)
5154112	Alternate Plan-OBRA 90	400.00	0.00	0.00	400.00
5310000	Supplies and Materials	33,000.00	25,175.74	159.61	7,664.65
5317000	Books & Periodicals	0.00	84.00	0.00	(84.00)
5411102	Prof Serv Transcripts	60,000.00	58,418.00	591.00	991.00
5412115	Psychological Exam	95,000.00	67,600.00	5,000.00	22,400.00
5413020	Indigent Def-Othr Litig Xps	7,500.00	4,679.69	1,021.57	1,798.74
5415215	Contract Srv-Senate Bill 7	0.00	5,954.17	0.00	(5,954.17)
5416000	Prof Serv Investigators	40,000.00	29,609.37	2,751.80	7,638.83
5431000	Trial Expense	0.00	1,178.17	3.40	(1,181.57)
5431009	Court of Appeals Expense	55,000.00	0.00	0.00	55,000.00
5431020	Forensic Testing	8,000.00	7.00	0.00	7,993.00
5431055	Meals for Jurors	7,000.00	6,119.59	0.00	880.41
5431101	Professional Srv Interpreter	115,000.00	90,897.28	0.00	24,102.72
5431102	Prof Srvs-Expert Witness	20,000.00	23,042.50	0.00	(3,042.50)
5431121	Court Reporter Expense	30,000.00	35,713.52	2,640.91	(8,354.43)
5431221	Defense Atty Co Ct	0.00	1,045.58	0.00	(1,045.58)
5431230	Court Apptd Atty Dist Courts	1,970,300.00	1,775,505.95	98,428.37	96,365.68
5431237	Crt Appt Attrney-Capital Cases	180,000.00	153,047.17	0.00	26,952.83
5431301	Relief Associate Judge	40,000.00	59,450.89	5,924.16	(25,375.05)
5431302	Fees & Expenses Relief Judges	29,500.00	10,142.43	0.00	19,357.57
5431504	Medication Hearing	2,000.00	1,072.00	0.00	928.00
5481000	Contract Service	14,500.00	24,707.34	1,936.00	(12,143.34)
5496100	Travel and Education	8,700.00	12,167.56	2,029.25	(5,496.81)
5499302	Second Admin Dist	11,000.00	11,122.03	0.00	(122.03)
	Total Revenue	**0.00**	**0.00**	**0.00**	**0.00**
	Total Expense	**3,360,567.00**	**2,989,065.38**	**120,486.07**	**251,015.55**
	Net Total (Revenue - Expense)	**(3,360,567.00)**	**(2,989,065.38)**	**(120,486.07)**	**251,015.55**

AGENDA ITEM #27.f.9.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Law Library	BA 13-088-0917-J
Date Submitted:	September 9, 2013	(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 for an intradepartmental transfer to fund books and periodicals expenditures through the end of FY 2013.

This budget amendment does not increase the budget for FY 2013.

TRANSFER FROM

Fund	Department	Line Item:	Amount	Auditor Use Only Account Balance Sufficient (Y/N)
2211 - Law Library	129100 - Law Library	5481000 - Contract Services	1,450	
TOTAL - Transfer From			$ 1,450	

TRANSFER TO

Fund	Department	Line Item:	Amount	Auditor Use Only Account Balance Sufficient (Y/N)
2211 - Law Library	129100 - Law Library	5317000 - Books and Periodicals	1,450	
TOTAL - Transfer To			$ 1,450	

ADDITIONAL COMMENTS:
The Director of Justice Administration is requesting an intra-departmental transfer from Law Library - Contract Services to Books and Periodicals to fund expenditures through the end of fiscal year 2013. There is an overage in the category 53 - supplies and materials of $1,450 due to overspending in the line item Books and Periodicals. In FY2012, the books and periodicals expenditures were $330,957.

Description	Law Library - Contract Services	Law Library - Books and Periodicals
Beginning Balance, September 9, 2013	$2,000	$199,343
BA 13-088-0917-J	-$1,450	$1,450
Total Amended Budget (if approved)	$550	$200,793
Total Expenditures and Encumbrances to date	$0	$201,793
Total Budget Available (if approved)	$550	-$1,000

Departmental Authorization Date

Human Resources Department Date

9/12/2013

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:_____

Galv Cnty Production

Budget to Actual Figures

Run: 09/12/2013

Ledger: GL
Fiscal Year: 2013 9 September

Budget: OB

Key	Title	Director
2211129100	**Law Library**	**Director of Justice Admin**

Object	Description	Budget	Actual	Encumbrance	Balance
5100000	Salaries	28,200.00	25,676.36	0.00	2,523.64
5112001	Terminal Vac and Sick Leave	200.00	0.00	0.00	200.00
5151000	Group Health Insurance	6,000.00	5,642.95	0.00	357.05
5152102	Medicare FICA Payments	500.00	380.48	0.00	119.52
5153000	Pension	3,000.00	2,649.01	0.00	350.99
5154000	Alternate Plan	2,600.00	2,250.56	0.00	349.44
5154112	Alternate Plan-OBRA 90	200.00	0.00	0.00	200.00
5310000	Supplies and Materials	1,000.00	0.00	0.00	1,000.00
5317000	Books & Periodicals	199,343.00	201,079.73	712.32	(2,449.05)
5481000	Contract Service	2,000.00	0.00	0.00	2,000.00
5494100	Printing	500.00	0.00	0.00	500.00
	Total Revenue	**0.00**	**0.00**	**0.00**	**0.00**
	Total Expense	**243,543.00**	**237,679.09**	**712.32**	**5,151.59**
	Net Total (Revenue - Expense)	**(243,543.00)**	**(237,679.09)**	**(712.32)**	**5,151.59**

AGENDA ITEM #27.f.10.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	**County Auditor**	**BA 13-089-0917-K**
Date Submitted:	**September 12, 2013**	**(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 to transfer various inactive debt service fund balances to assist with debt service needs in the Pass Through Toll Revenue and Limited Tax Refunding Bonds, Series 2012 fund.

This budget amendment does not increase the budget for FY 2013.

TRANSFER FROM

Fund	Department	Line Item:	Amount	
4205 - 1999 Tax/Rev COB	810110 - 1999 Tax/Rev COB	5914026 - Transfer to Pass Through Toll Revenue and Limited Tax Refunding Bonds , Series 2012	188,382	*Auditor Use Only Account Balance Sufficient (Y/N)*
4214 - Comb Tax/ Revenue COB, Series 2003	810119 - Comb Tax/ Revenue COB, Series 2003	5914026 - Transfer to Pass Through Toll Revenue and Limited Tax Refunding Bonds , Series 2012	32,361	
4216 - Limited Tax Criminal Justice, Series 2003	810118 - 2003 Limited Tax Criminal Justice	5914026 - Transfer to Pass Through Toll Revenue and Limited Tax Refunding Bonds , Series 2012	231,513	
4230 - COB 2002A Park Roads and Parking Lots	810670 - COB 2002A Park Roads and Parking Lots	5914026 - Transfer to Pass Through Toll Revenue and Limited Tax Refunding Bonds , Series 2012	154,082	
4362 - COB 2002 San Luis Pass Bridge	810692 - COB 2002 San Luis Pass Bridge	5914026 - Transfer to Pass Through Toll Revenue and Limited Tax Refunding Bonds , Series 2012	142,911	
4392 - Certif of Oblig Series 2008	810715 - Certif of Oblig Series 2008	5914026 - Transfer to Pass Through Toll Revenue and Limited Tax Refunding Bonds , Series 2012	10,821	
TOTAL - Transfer From			$ 760,070	

TRANSFER TO

Fund	Department	Line Item:	Amount	
4026 - Pass Thru Toll Rv Ltd Tx Rf 2012	000000 - Ltd Tax Refund Bds Sr 2012	4914205 - Transfer from 1999 Tax/Rev COB	188,382	*Auditor Use Only Account Balance Sufficient (Y/N)*
4026 - Pass Thru Toll Rv Ltd Tx Rf 2012	000000 - Ltd Tax Refund Bds Sr 2012	4914214 - Tsf from Comb Tax/Rev COB Sr 2003	32,361	
4026 - Pass Thru Toll Rv Ltd Tx Rf 2012	000000 - Ltd Tax Refund Bds Sr 2012	4914216 - Trsf from Lmtd Tax Crim Just Cntr 2003A	231,513	
4026 - Pass Thru Toll Rv Ltd Tx Rf 2012	000000 - Ltd Tax Refund Bds Sr 2012	4914230 - Trsf COB 2002A Pk Rds/Lots	154,082	
4026 - Pass Thru Toll Rv Ltd Tx Rf 2012	000000 - Ltd Tax Refund Bds Sr 2012	4914362 - Trsf COB 2002 San Luis Pass	142,911	
4026 - Pass Thru Toll Rv Ltd Tx Rf 2012	000000 - Ltd Tax Refund Bds Sr 2012	Transfer from Galveston Cnty COB 2008	10,821	
TOTAL - Transfer To			$ 760,070	

ADDITIONAL COMMENTS:
The County Auditor is requesting transfers from various inactive debt service fund balances to assist with debt service needs in the Pass Through Toll Revenue and Limited Tax Refunding Bonds, Series 2012.

Departmental Authorization **Date**

Human Resources Department **Date**

9/12/2013
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 #28.a.1.

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

September 9, 2013

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

Re: Bid #B132018, Cement Stabilized Crushed Concrete Base

Gentlemen,

On August 29, 2013, bids were opened for Bid #B132018, Cement Stabilized Crushed Concrete Base, at which time two (2) bids were received from the following companies:

- Norvarem, S.A.U., dba Southern Crushed Concrete, LLC — Houston, Texas
- Cherry Crushed Concrete, Inc. — Houston, Texas

The Road Administrator recommends that authorization be granted to award a contract to Norvarem, S.A.U., dba Southern Crushed Concrete, LLC.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachments

The County of Galveston
ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 281/614-5073

Date: September 3, 2013

To: Rufus Crowder, Purchasing Agent

From: Layne Harding, Road Administrator

Re: **Bid# B132018 – Cement Stabilized Crushed Concrete Base**

I recommend awarding the above bid to the low bidder, Southern Crushed Concrete. Southern Crushed Concrete submitted a complete bid for all requested Galveston County locations.

Thank you for your assistance in obtaining this bid.

LH/djs

BID RESPONSE TABULATION
CEMENT STABILIZED CRUSHED CONCRETE BASE
GALVESTON COUNTY, TEXAS

BID #: B132018
OPEN: 08/29/2013
10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor: 410729 CHERRY CRUSHED CONCRETE		Vendor: 710551 NORVAREM, S.A.U		Vendor:	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	91430	5% - CEMENT DELIVERED TO SAN LEON	1	TN	0.00	0.00	27.45	27.45	0.00	0.00
0002	91430	5% - CEMENT DELIVERED TO SANTA FE	1	TN	27.57	27.57	28.60	28.60	0.00	0.00
0003	91430	5% - CEMENT DELIVERED TO DICKINSON	1	TN	28.07	28.07	28.60	28.60	0.00	0.00
0004	91430	5% - CEMENT DELIVERED TO BACLIFF	1	TN	29.57	29.57	27.45	27.45	0.00	0.00
0005	91430	5% - CEMENT DELIVERED TO GALVESTON	1	TN	0.00	0.00	29.85	29.85	0.00	0.00
0006	91430	5% - CEMENT DELIVERED TO PORT BOLIVAR	1	TN	0.00	0.00	36.50	36.50	0.00	0.00
0007	91430	5% - CEMENT DELIVERED TO HIGH ISLAND	1	TN	0.00	0.00	41.00	41.00	0.00	0.00
0008	91430	7% - CEMENT DELIVERED TO SAN LEON	1	TN	0.00	0.00	29.00	29.00	0.00	0.00
0009	91430	7% - CEMENT DELIVERED TO SANTA FE	1	TN	29.36	29.36	30.50	30.50	0.00	0.00
0010	91430	7% - CEMENT DELIVERED TO DICKINSON	1	TN	29.86	29.86	30.00	30.00	0.00	0.00
0011	91430	7% - CEMENT DELIVERED TO BACLIFF	1	TN	31.36	31.36	29.00	29.00	0.00	0.00
0012	91430	7% - CEMENT DELIVERED TO GALVESTON	1	TN	0.00	0.00	32.00	32.00	0.00	0.00
0013	91430	7% - CEMENT DELIVERED TO PORT BOLIVAR	1	TN	0.00	0.00	39.50	39.50	0.00	0.00
0014	91430	7% - CEMENT DELIVERED TO HIGH ISLAND	1	TN	0.00	0.00	42.00	42.00	0.00	0.00
0015	91430	9% - CEMENT DELIVERED TO SAN LEON	1	TN	0.00	0.00	29.95	29.95	0.00	0.00
0016	91430	9% - CEMENT DELIVERED TO SANTA FE	1	TN	0.00	0.00	31.45	31.45	0.00	0.00
0017	91430	9% - CEMENT DELIVERED TO DICKINSON	1	TN	31.88	31.88	28.30	28.30	0.00	0.00
0018	91430	9% - CEMENT DELIVERED TO BACLIFF	1	TN	33.38	33.38	29.95	29.95	0.00	0.00
0019	91430	9% - CEMENT DELIVERED TO GALVESTON	1	TN	0.00	0.00	32.95	32.95	0.00	0.00
0020	91430	9% - CEMENT DELIVERED TO PORT BOLIVAR	1	TN	0.00	0.00	40.45	40.45	0.00	0.00
0021	91430	9% - CEMENT DELIVERED TO HIGH ISLAND	1	TN	0.00	0.00	42.95	42.95	0.00	0.00
				Total of all Items		**241.05**		**687.45**		**0.00**

BID #: B132018
OPEN: 08/29/2013
10:00 AM

BID SHEET

CEMENT STABILIZED CRUSHED CONCRETE BASE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $_____

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

DATE

Southend Crushed Concrete LLC
COMPANY NAME

Scott Brady
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Scott Brady
PRINTED NAME

Sales Manager
TITLE

14329 Chrisman
CORRESPONDENCE ADDRESS

Houston TX 77039
CITY, STATE ZIP CODE

98-0488479
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

14329 Chrisman
REMIT ADDRESS

Houston. TX 77039
CITY, STATE ZIP CODE

281-987-8789
TELEPHONE NUMBER

281-987-8791
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

CEMENT STABILIZED CRUSHED CONCRETE BASE

GALVESTON COUNTY, TEXAS

BID #: B132018
OPEN: 08/29/2013
10:00 AM

VENDOR ID 408831 SOUTHERN CRUSHED CONCRETE LLC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	91430	5% - CEMENT DELIVERED TO SAN LEON	1	TN		$ 27.45	$ 27.45
0002	91430	5% - CEMENT DELIVERED TO SANTA FE	1	TN		$ 28.60	$ 28.60
0003	91430	5% - CEMENT DELIVERED TO DICKINSON	1	TN		$ 28.60	$ 28.60
0004	91430	5% - CEMENT DELIVERED TO BACLIFF	1	TN		$ 27.45	$ 27.45
0005	91430	5% - CEMENT DELIVERED TO GALVESTON	1	TN		$ 29.85	$ 29.85
0006	91430	5% - CEMENT DELIVERED TO PORT BOLIVAR	1	TN		$ 36.50	$ 36.50
0007	91430	5% - CEMENT DELIVERED TO HIGH ISLAND	1	TN		$ 41.00	$ 41.00
0008	91430	7% - CEMENT DELIVERED TO SAN LEON	1	TN		$ 29.00	$ 29.00
0009	91430	7% - CEMENT DELIVERED TO SANTA FE	1	TN		$ 30.50	$ 30.50

LINE ITEM DETAIL

CEMENT STABILIZED CRUSHED CONCRETE BASE

GALVESTON COUNTY, TEXAS

BID #: B132018
OPEN: 08/29/2013
10:00 AM

VENDOR ID 408831 SOUTHERN CRUSHED CONCRETE LLC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	91430	7% - CEMENT DELIVERED TO DICKINSON	1	TN		$ 30.00	$ 30.00
0011	91430	7% - CEMENT DELIVERED TO BACLIFF	1	TN		$ 29.00	$ 29.00
0012	91430	7% - CEMENT DELIVERED TO GALVESTON	1	TN		$ 32.00	$ 32.00
0013	91430	7% - CEMENT DELIVERED TO PORT BOLIVAR	1	TN		$ 39.50	$ 39.50
0014	91430	7% - CEMENT DELIVERED TO HIGH ISLAND	1	TN		$ 42.00	$ 42.00
0015	91430	9% - CEMENT DELIVERED TO SAN LEON	1	TN		$ 29.95	$ 29.95
0016	91430	9% - CEMENT DELIVERED TO SANTA FE	1	TN		$ 31.45	$ 31.45
0017	91430	9% - CEMENT DELIVERED TO DICKINSON	1	TN		$ 28.30	$ 28.30
0018	91430	9% - CEMENT DELIVERED TO BACLIFF	1	TN		$ 29.95	$ 29.95

LINE ITEM DETAIL

CEMENT STABILIZED CRUSHED CONCRETE BASE

GALVESTON COUNTY, TEXAS

BID #: B132018
OPEN: 08/29/2013
10:00 AM

VENDOR ID 408831 SOUTHERN CRUSHED CONCRETE LLC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0019	91430	9% - CEMENT DELIVERED TO GALVESTON	1	TN		$ 32.95	$ 32.95
0020	91430	9% - CEMENT DELIVERED TO PORT BOLIVAR	1	TN		$ 40.45	$ 40.45
0021	91430	9% - CEMENT DELIVERED TO HIGH ISLAND	1	TN		$ 42.95	$ 42.95

Extended Price Total of all Item $ 687.45

BID #: B132018
OPEN: 08/29/2013
10:00 AM

BID SHEET

CEMENT STABILIZED CRUSHED CONCRETE BASE

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 270 43

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

8/29/13
DATE

CHERRY CRUSHED CONCRETE
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

LEONARD CHERRY
PRINTED NAME

PRESIDENT
TITLE

6131 SELINSKY
CORRESPONDENCE ADDRESS

HOUSTON TX 77048
CITY, STATE ZIP CODE

76-0532691
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

6131 SELINSKY
REMIT ADDRESS

HOUSTON TX 77048
CITY, STATE ZIP CODE

281-692-1900
TELEPHONE NUMBER

281-692-1804
FAX NUMBER

ADDENDUM'S RECEIVED #1_____ #2_____ #3_____

LINE ITEM DETAIL

CEMENT STABILIZED CRUSHED CONCRETE BASE

GALVESTON COUNTY, TEXAS

BID #: B132018
OPEN: 08/29/2013
10:00 AM

VENDOR ID 410729 CHERRY CRUSHED CONCRETE INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	91430	5% - CEMENT DELIVERED TO SAN LEON	1	TN		$ No Bid	
0002	91430	5% - CEMENT DELIVERED TO SANTA FE	1	TN		$ 27.57	$ 27.57
0003	91430	5% - CEMENT DELIVERED TO DICKINSON	1	TN		$ 28.07	$ 28.07
0004	91430	5% - CEMENT DELIVERED TO BACLIFF	1	TN		$ 29.57	$ 29.57
0005	91430	5% - CEMENT DELIVERED TO GALVESTON	1	TN		$ No Bid	
0006	91430	5% - CEMENT DELIVERED TO PORT BOLIVAR	1	TN		$ No	$ Bid
0007	91430	5% - CEMENT DELIVERED TO HIGH ISLAND	1	TN		$ No	$ Bid
0008	91430	7% - CEMENT DELIVERED TO SAN LEON	1	TN		$ No Bid	
0009	91430	7% - CEMENT DELIVERED TO SANTA FE	1	TN		$ 29.36	$ 29.36

LINE ITEM DETAIL

CEMENT STABILIZED CRUSHED CONCRETE BASE

GALVESTON COUNTY, TEXAS

BID #: B132018
OPEN: 08/29/2013
10:00 AM

VENDOR ID 410729 CHERRY CRUSHED CONCRETE INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	91430	7% - CEMENT DELIVERED TO DICKINSON	1	TN		$ 29.86	$ 29.86
0011	91430	7% - CEMENT DELIVERED TO BACLIFF	1	TN		$ 31.36	$ 31.36
0012	91430	7% - CEMENT DELIVERED TO GALVESTON	1	TN		$ NO	$ Bid
0013	91430	7% - CEMENT DELIVERED TO PORT BOLIVAR	1	TN		$ NO	$ Bid
0014	91430	7% - CEMENT DELIVERED TO HIGH ISLAND	1	TN		$ NO	$ Bid
0015	91430	9% - CEMENT DELIVERED TO SAN LEON	1	TN		$ NO	$ Bid
0016	91430	9% - CEMENT DELIVERED TO SANTA FE	1	TN		$ 31.38	$ 31.38
0017	91430	9% - CEMENT DELIVERED TO DICKINSON	1	TN		$ 31.88	$ 31.88
0018	91430	9% - CEMENT DELIVERED TO BACLIFF	1	TN		$ 33.38	$ 33.38

LINE ITEM DETAIL

CEMENT STABILIZED CRUSHED CONCRETE BASE

GALVESTON COUNTY, TEXAS

BID #: B132018
OPEN: 08/29/2013
10:00 AM

VENDOR ID 410729 CHERRY CRUSHED CONCRETE INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0019	91430	9% - CEMENT DELIVERED TO GALVESTON	1	TN		NO Bid	$
0020	91430	9% - CEMENT DELIVERED TO PORT BOLIVAR	1	TN		$ NO Bid	$
0021	91430	9% - CEMENT DELIVERED TO HIGH ISLAND	1	TN		$ NO Bid	$

Extended Price Total of all Item $ 270.43

AGENDA ITEM #28.a.2.

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

September 10, 2013

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

Re: RFP #B132009, Jones Bay Boat Ramp Concession Agreement 2013

Gentlemen,

On July 23, 2013, proposals were opened for RFP #B132009, Jones Bay Boat Ramp Concession Agreement 2013, at which time two (2) proposals were received from the following companies:

- Island Business Investments, LLC — Galveston, Texas
- Tiki Partners, LLC — Tiki Island, Texas

The Evaluation Committee recommends that authorization be granted to enter into contract negotiations with Tiki Partners, LLC.

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
Department of Parks & Senior Services

4102 Main Street (FM 519) • LaMarque, Texas 77568
Phone: (409) 934-8100 • Fax: (409) 934-8140
www.galvestonparks-seniors.org

MEMORANDUM

September 10, 2013

To: Rufus Crowder, Purchasing Agent CPPB
Galveston County

From: Julie Diaz, Assistant Director
Galveston County Parks and Senior Services

Subject: Recommendation for RFP#B132009, Jones Bay Boat Ramp Concession Agreement

On July 23rd, 2013, two proposals were received that proposed a plan for the concessions at the Jones Bay Boat Ramp. The Review Committee consisted of Kevin O'Brien, County Commissioner; Kelly Snook, Parks and Senior Services; Julie Diaz, Parks and Senior Services; Mike Fitzgerald, County Engineer; Dudley Anderson, County Architect; and Cameron Parker, Parks and Senior Services.

Upon evaluation of the proposals, the committee recommends Tiki's Bait and Seafood, Tiki Partners LLC. We feel their proposal was complete and thorough in describing scope of service that the County desires. We also negotiated the monthly payment to be $1,000 each month, instead of $700 that was originally offered.

Should you have any questions, please do not hesitate to contact my office extension at x8114.

Julie Diaz
Assistant Director
Galveston County Parks and Senior Services

Mike Fitzgerald

Evaluation Criteria for Jones Bay Boat Ramp
RFP Bid #B132009

Required Information	% of Score	**Tiki's Bait and Seafood**	**Island Business Investments (IBI) LLC**		
Annual Revenue Offer		$12,000	$15,000 less $12,000 for contruction fees to go back to Concessionaire = $3,000 to County		
Criteria					
Competence	15	x 4 = 60	x 4 = 60		
Quality	25	x 5 = 125	x 5 = 125		
Revenue	30	x 4 = 120	x 3 = 90		
Completeness	20	x 4 = 80	x 3 = 60		
Creativity	10	x 5 = 50	x 4 = 40		
Totals	100	435	375		

*****Scoring Criteria:** **5 = Very High; 4 = High; 3 = Medium; 2 = Low; 1 = Very Low**

Mike Fitzgerald

Evaluator and Date

Kevin O'Brien

Evaluation Criteria for Jones Bay Boat Ramp
RFP Bid #B132009

Required Information	% of Score	**Tiki's Bait and Seafood**	**Island Business Investments (IBI) LLC**		
Annual Revenue Offer		$12,000	$15,000 less $12,000 for contruction fees to go back to Concessionaire = $3,000 to County		
Criteria					
Competence	15	X 4 = 60	X 4 = 60		
Quality	25	X 5 = 125	X 3 = 75		
Revenue	30	X 4 = 120	X 3 = 90		
Completeness	20	X 4 = 80	X 3 = 60		
Creativity	10	X 5 = 50	X 2 = 20		
Totals	100	435	305		

*****Scoring Criteria:** **5 = Very High; 4 = High; 3 = Medium; 2 = Low; 1 = Very Low**

Kevin O'Brien

Evaluator and Date

Dudley Anderson

Evaluation Criteria for Jones Bay Boat Ramp
RFP Bid #B132009

Required Information	% of Score	**Tiki's Bait and Seafood**	**Island Business Investments (IBI) LLC**		
Annual Revenue Offer		$12,000	$15,000 less $12,000 for contruction fees to go back to Concessionaire = $3,000 to County		
Criteria					
Competence	15	x 4 = 60	x 4 = 60		
Quality	25	x 5 = 125	x 3 = 75		
Revenue	30	x 5 = 150	x 3 = 90		
Completeness	20	x 5 = 100	x 3 = 60		
Creativity	10	x 5 = 50	x 2 = 20		
Totals	100	485	305		

*****Scoring Criteria:** **5 = Very High; 4 = High; 3 = Medium; 2 = Low; 1 = Very Low**

James D. Anderson 9/10/2013
Evaluator and Date

Cameron Parker

Evaluation Criteria for Jones Bay Boat Ramp
RFP Bid #B132009

Required Information	% of Score	**Tiki's Bait and Seafood**	**Island Business Investments (IBI) LLC**		
Annual Revenue Offer		$12,000	$15,000 less $12,000 for contruction fees to go back to Concessionaire = $3,000 to County		
Criteria					
Competence	15	x5 = 75	x2 = 30		
Quality	25	x3 = 75	x2 = 50		
Revenue	30	x4 = 120	x1 = 30		
Completeness	20	x4 = 80	x2 = 40		
Creativity	10	x4 = 40	x2 = 20		
Totals	100	390	170		

*****Scoring Criteria:** **5 = Very High; 4 = High; 3 = Medium; 2 = Low; 1 = Very Low**

9/10/13

Evaluator and Date

Julie Diaz

Evaluation Criteria for Jones Bay Boat Ramp
RFP Bid #B132009

Required Information	% of Score	**Tiki's Bait and Seafood**	**Island Business Investments (IBI) LLC**		
Annual Revenue Offer		$12,000	$15,000 less $12,000 for contruction fees to go back to Concessionaire = $3,000 to County		
Criteria					
Competence	15	x 4 = 60	x4 = 60		
Quality	25	x 5 = 125	x 3 = 75		
Revenue	30	x 4 = 120	x 2 = 60		
Completeness	20	x 5 = 100	x 4 = 80		
Creativity	10	x 5 = 50	x 3 = 30		
Totals	100	455	305		

*****Scoring Criteria:** **5 = Very High; 4 = High; 3 = Medium; 2 = Low; 1 = Very Low**

J Diaz 9/10/13

Evaluator and Date

Kelly Snook

Evaluation Criteria for Jones Bay Boat Ramp
RFP Bid #B132009

Required Information	% of Score	**Tiki's Bait and Seafood**	**Island Business Investments (IBI) LLC**		
Annual Revenue Offer		$12,000	$15,000 less $12,000 for contruction fees to go back to Concessionaire = $3,000 to County		
Criteria					
Competence	15	4 = 60	4 = 60		
Quality	25	5 = 125	3 = 75		
Revenue	30	4 = 120	3 = 90		
Completeness	20	4 = 80	3 = 60		
Creativity	10	4 = 40	3 = 30		
Totals	100	425	315		

*****Scoring Criteria:** **5 = Very High; 4 = High; 3 = Medium; 2 = Low; 1 = Very Low**

9.10.13

Evaluator and Date

Tiki Partners, LLC

COPY

RFP: #B132009
OPEN: 07/23/2013
10:00 AM

JONES BAY BOAT RAMP CONCESSION AGREEMENT 2013
PROPOSAL FORM

1. This is a Proposal to operate a Bait and Fishing Supplies, Food and Beverage Refreshment or Other Purpose Concession for the Jones Bay Boat Ramp.

   (X) Yes ( )No. Check applicable box.

2. Name under which concession will operate if Proposal is selected and contract entered into:
   Tiki's Bait and Seafood See Specifications and Line Item details for additional thoughts.

3. Name of Proposed Owner/Operator Tiki Partners LLC

4. Type of Business (Individual, Corporation, Partnership, Sole Proprietorship, etc.):
   Limited Liability Company

5. Improvements to be Constructed:
   One three story building will be constructed. Please see Line item details for full description, drawings and elevations.

   Include:
   - a detailed description of the Improvements that you propose to construct;
     See attached A1-A4 renderings which include site plan, elevation, and floor plan for each level.
   - your method of payment for construction of such Improvements;
     investment funds on hand- no bank loan is contemplated.

6. Time period for construction of Improvements:
   120-150 days estimated. Every effort will be made to be open for the spring fishing season.

7. Address of Proposed Concession Owner/Operator:
   Tiki Partners LLC
   510 Bora Bora St
   Tiki Island, TX 77554

8. Telephone/Fax/Email: 713-875-7282 Voice, 713-893-6033 Fax
   tikipartners@gmail.com

9. Monthly Flat Rate Bid in Consideration for this RFP: $700.00 + Percentage rent. upon opening for business to the public or the completion of construction of Improvements whichever occurs earlier. **(To be paid at such times and on such terms and conditions as stated in Concession Agreement)** See specification and line item sheet for additional details.

10. Proposed Hours of Operation (7 days per week required):
Bait Shop- In season 6am-9pm Off Season 6am-6pm
Cafe-Thursday- Saturday 11:30am-9pm Sunday 11-6pm

see Specification and Line Items Details for additional information

12. List all items you are proposing to initially sell/rent with proposed prices: (Attach additional page if necessary)

Item	Proposed Price
See Attached Line Item Details Sheet	

The County recognizes that over time, depending on market conditions and inflation, these initial prices are subject to change.

13. List all officers and members of your organization or enterprise:
Ron Miranda ,David Hindman, Francisco Zelya
Alex Pujols

14. Describe your experience in operating bait camps and food and beverage and other concessions. This should include the length of time in business, your staff size, your understanding of the importance of senior management's continuity and involvement throughout the contract, and previous and current operations that are similar in nature to this project:

See Specification and Line Item Detail Sheet # 14

15. Provide a summary of how you intend to provide the services requested by this RFP. Please describe a staffing plan and chain of responsibility for resolving any problems that may arise at the concession.

Please see Specification and Line Item Detail #15

16. Provide a list of at least three references that can attest to your ability to fulfill the requirements of this RFP and Concession Agreement. (List name, address, telephone number)

Please see Specification and Line Item Details #16

16. Provide any additional information, if any, that should be considered in evaluating your Proposal. If there is none, state, "There is no additional information we wish to present."

Please see Specification and Line Item Details Sheet

17. List all trade fixtures and personal property items to be supplied by the proposer that will **not** become the property of the County or the GLO at the expiration or early termination of the Concession Agreement.

Furniture, fixtures, inventory, kitchen equipment, pumps, elevator, lighting, coolers, and trade other trade related equipment.

18. I, the undersigned, agree, if awarded the Concession Agreement by the County, to furnish the services and items listed on the attached Proposal forms, at the prices quoted, and according to the terms and provisions of the Concession Agreement attached to this RFP as modified by the County. My Proposal and the prices quoted herein shall remain firm for a period of thirty (30) days from the date of the Proposal opening. I am authorized to agree to abide by the terms and conditions of this RFP and the Concession Agreement. I understand that being tentatively named as the successful proposer does not guarantee to me that the County will execute a final Concession Agreement with me. Rather, I understand that the County may terminate this RFP process at any time, for any reason or no reason or for convenience short of actually executing the final Concession Agreement without any liability to me.

19. In understand that I may be given up to six (6) months to prepare my plans and specifications, obtain all necessary permits and commence construction without having to pay a monthly concession payment unless during this six (6) month period I open for business to the public.

20. I commit to pay 50% of the monthly concession payments during the time of construction of the new improvements for up to a maximum period of three (3) months or until I have completed construction and/or opened for business to the public at which time I will commence to paying 100% of the monthly Concession Payments.

21. I also commit, upon execution of the Concession Agreement, to provide to the County an irrevocable letter of credit ensuring my ability of the proposer to construct the improvements.

22. I also commit that I will maintain and keep in good repair or relocate the water line(s) and sewer line(s) and all Improvements that serves the Concession Premises.

23. I acknowledge that upon expiration or early termination of the Concession Agreement that all Improvements and Modifications that I have constructed on the Concession Premises will become the property of Galveston County at no cost to the County or, if the Coastal Easement with the GLO has expired or been terminated, at no cost to the GLO other than as is set forth in the Concession Agreement.

24. Attach a Separate Sheet if you are proposing alternatives to the requirements set forth in this RFP. Although the County is seeking Proposals as specified in this RFP, reasonable alternatives will be considered. For example, the County will entertain allowing the successful applicant to rent kayaks or construct boat stalls upon the Concession Premises.

By executing this Concession Proposal Form, I hereby certify that:

- I am willing to agree to abide by all terms and conditions of this Request for Proposal and attached Concession Agreement as modified by the County;
- I have not violated any terms and conditions set forth in this Request for Proposal
- I have received and read copy of the County's Coastal Easement and acknowledge my willingness to abide by its terms and conditions;
- I have received and read a copy of the proposed Concession Agreement and acknowledge my willingness to abide by its terms and conditions: and
- I am willing to pay the monthly Concession Payments set forth above.

Signature: [illegible]

Title: PRINCIPAL MANAGING MEMBER

Date: 7-22-13

FEIN: 76-0307764

Proposal Form Specifications and Line Item Details

2. The trade name proposed is tentative and should it please the County, our intention is to hold a contest utilizing social media with the Village of Tiki Island and Bayou Vista to help name the facility. This will generate community support and awareness which is strategic to our overall marketing plan. However, should it not please the County, the trade name as listed is proposed and available for use.

5. We propose to build a three story main building with a wrap around balcony and open air patio on the third floor. The décor is "coastal seaside" very similar in concept to Murdock's on the sea wall. The interior of the retail area will be thoughtfully planned to allow for proper merchandising of retail items and a selection of fresh Gulf caught seafood. The interior theme for the retail shop will be that of a fishing lodge with taxidermy fish on the walls and a flat screen television broadcasting fishing shows and screen shot slide shows of photos from the pier, boat ramp, patrons with their catch, area wildlife, family etc- an electronic bulletin board. The third floor café is designed similar to a snack bar where one orders and picks up their food to enjoy either indoor in air conditioned space or on the open air patio on pergola covered picnic tables. Every opportunity will be used to deliver a clean, fun, wholesome, family atmosphere.

Optionally, should it be approved by the County and State, we propose to build a second building as a Phase 2 development which will provide additional seating and picnic areas which could be utilized for a variety of community events including a free "open air" summer concerts featuring local talent, or for corporate events, and fishing tournaments etc. The same architectural standards as in the primary building would be used throughout.

A full set of architectural drawings has been completed and includes:

A-1 Perspective View (Elevation Drawing)
A-2 Proposed First Floor Plan – grade level/ground level
A-3 Proposed Second Floor Plan
A-4 Proposed Third Floor Plan

These full color drawings are located in the pages following these Line Item Details.

9. In effort to maximize value to the County, in addition to the monthly minimum stated rent of $700.00, we propose to:
1. Profit Sharing- Pay an additional 5% (percentage rent) of gross revenues of beyond a $120,000 break point on live bait sales. This will allow the County to profit share in the project with an unlimited upside based on the overall success of the bait shop operation.
2. Additional Rent Increase – In addition to any CPI adjustments as provided in the Concession Agreement- we propose to increase rents by $621 per month beginning on January 21, 2022. This rental increase matches that of the underlying GLO lease and the intent is to ensure the County's profit from this concession remain stable and prevent attrition as a result of the scheduled GLO rent increase.

We are willing to discuss the business model, expected sales and rationale on the selected break point. Basically, we propose that the County share in our success at the concession in addition to the minimum monthly rent.

10. The bait shop will be open 7 days per week as required by the lease agreement and hours will be maximized and adjusted as required to ensure all customers are accommodated. The Café/Grill portion will have hours conducive to maximizing sales revenue and these hours may vary according to the needs of the community, special events, and adjusted accordingly. Initial proposed hours are as listed on proposal form.

12. The sell/rent list is included in the pages following these Line Item Details. This is a compilation of most likely inventory. Our retail and ship store prices will be competitive and in line with the convenience and marine/tackle store pricing. Our business model is built on volume and inventory turnover. Merchandise which is not turning over will be discounted and sold immediately to keep inventory offering fresh. The seafood shop pricing will be in line and marked to market prices for fresh Gulf Wild Caught Seafood. Our Café pricing is based on quick serve, self serve pricing with value being of paramount importance. Pricing will be adjusted accordingly to meet demand, feedback and to maximize the customer experience.

14. Our management team has over 75 years of collective experience in the development and operation of retail, food, concession, rental, and bait/fishing related businesses. Our management structure capitalizes on each manager's area of expertise and we utilize an operations and general manager system for oversight. Our team has extensive experience in managing staffs far in excess of what is required or contemplated for this concession and will execute the business plan to ensure a seamless, well run, technologically savvy and profitable operation the community and the County can be proud of. In addition, we recognize the role senior management plays in the success of any enterprise and in particular our managers, as partners, will be significantly and continuously involved through all phases of this project. Overall our concept is for cleanliness and safety- providing a family friendly atmosphere with all of the items a fisherman or boater would need or want when using the pier or launch ramp.

Our team will bring in area guides for free clinics and will participate in Capt Benny's radio talk show to promote the Jones Bay ramp and our associated bait shop. In addition, we will sponsor numerous charity events as well as continue efforts for a Clean Galveston Bay with Parks and Wildlife. Beginning in 2014 we will hold our first annual Tiki Pier fishing tournament with cash prizes for kids and adults. We are working with two large kayak clubs to host several Jones Bay/West Bay fishing tournament in 2014. Additionally, an extensive social media campaign will be undertaken which will highlight the areas natural resources and our facility. Jones is a strategic launch point that has been historically underutilized and under marketed. Every member of management is committed to these goals and the success of this venture.

We offer the following short bios on our key management personnel.

Ron Miranda- as Principal of the firm and a Tiki Island resident, Ronnie is a successful lifelong entrepreneur, angler and real estate operator. Ronnie was the founder and former CEO of NAC and PCS a wireless- a communications retailer with dozens of locations and over 100 associates across Texas. Former owner of Westheimer Guns and Ammo ,a licensed federal firearms dealer and specialty retailer selling firearms, fishing tackle and related equipment. Since then he has turned to commercial real estate as an owner, manager, and developer. Currently Ronnie has oversight responsibility for commercial real estate assets valued in excess of $500 million on behalf of over 1500 investors nationwide.

Francisco Zelya- General Manager- Frank has extensive experience in food, beverage, bait, and seafood shop management. Frank grew up on the coast and operated and managed several coastal bait shops and meat markets. The founder and former owner of Frank's Tacos a popular South Texas hot spot and now builder of upscale eateries such as Downtown Houston's Samba Grill, Frank team will ensure that our café concept has a comfortable family atmosphere with good food and good prices. It should be noted that Frank has won numerous cook offs and is famous for his Spicy Beans- a hit at the Rodeo Cook Off. The daily specials at the Café will consist of savory fresh food in addition to basic concession type fare.

Dave Hindman- Operations Manager. A native of Port O'Connor, Texas, Dave grew up the son of a very popular fishing guide and cousin to the areas Texas Parks and Wildlife Game Warden. Dave's Gulf Coast roots run deep and in addition to being a terrific angler he has tremendous management experience in bait shop and marina operations. Currently Dave leads the Distribution for a major retailer and has over 300 direct reports that he motivates and manages to new levels of success.

Alex Pujols – Rental Manager and Social Media Director- Alex is a lifelong gulf coast angler and hunter with 15 years of international competitive water sport experience. He is a featured kayak angler and guide with numerous tournament wins. Professionally he is a technology expert and social media consultant advising Fortune 500 concepts.

Sathish Jasti MBA- Back Office Manager- A native of Delhi India, Sathish has worked for Ron Miranda since 2001 and is of the highest integrity and responsibility. He will be in charge of accounting, inventory, tax reporting and cost controls on behalf of the LLC.

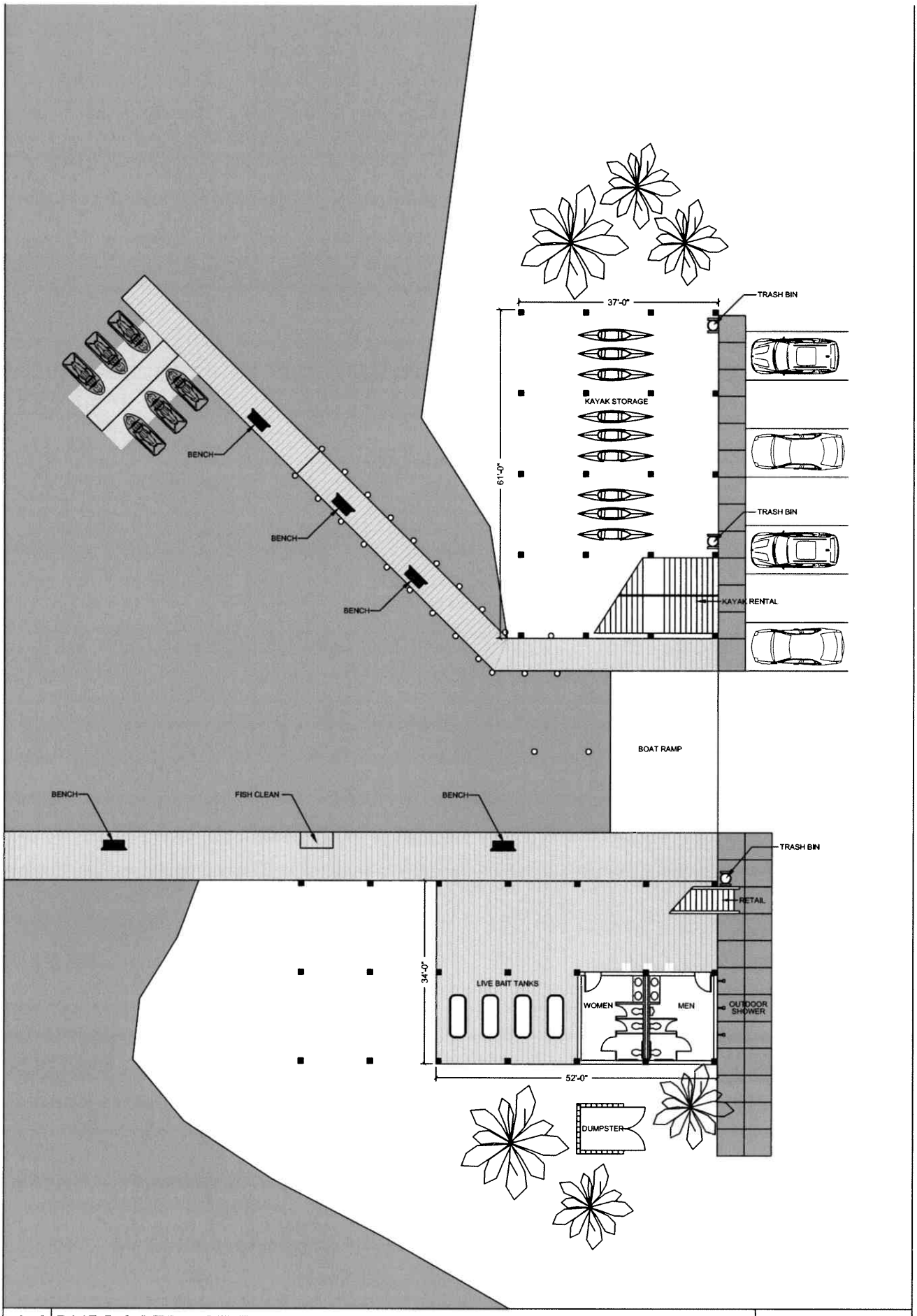
15. The bait shop will be staffed by two full time employees and two part time employees- each with bait shop experience. The oversight of the bait shop will fall on Dave Hindman a veritable expert in this field. The importance of fresh lively bait cannot be overemphasized. To that end we will be contracting with the area's leading producers of fresh shrimp and mullet and will introduce an oxygen saturation and state of the filter and flow control system to the live bait tanks. In fact, we intend to market the fact that our shrimp, mullet and croaker are the "happiest" as the water quality and conditions they will

A-1 PERSPECTIVE VIEW

ISSUE	DATE
REVIEW	07-13-13
FINAL	07-18-13

JONES BAY BOAT RAMP CONCESSION

GALVESTON COUNTY, TEXAS



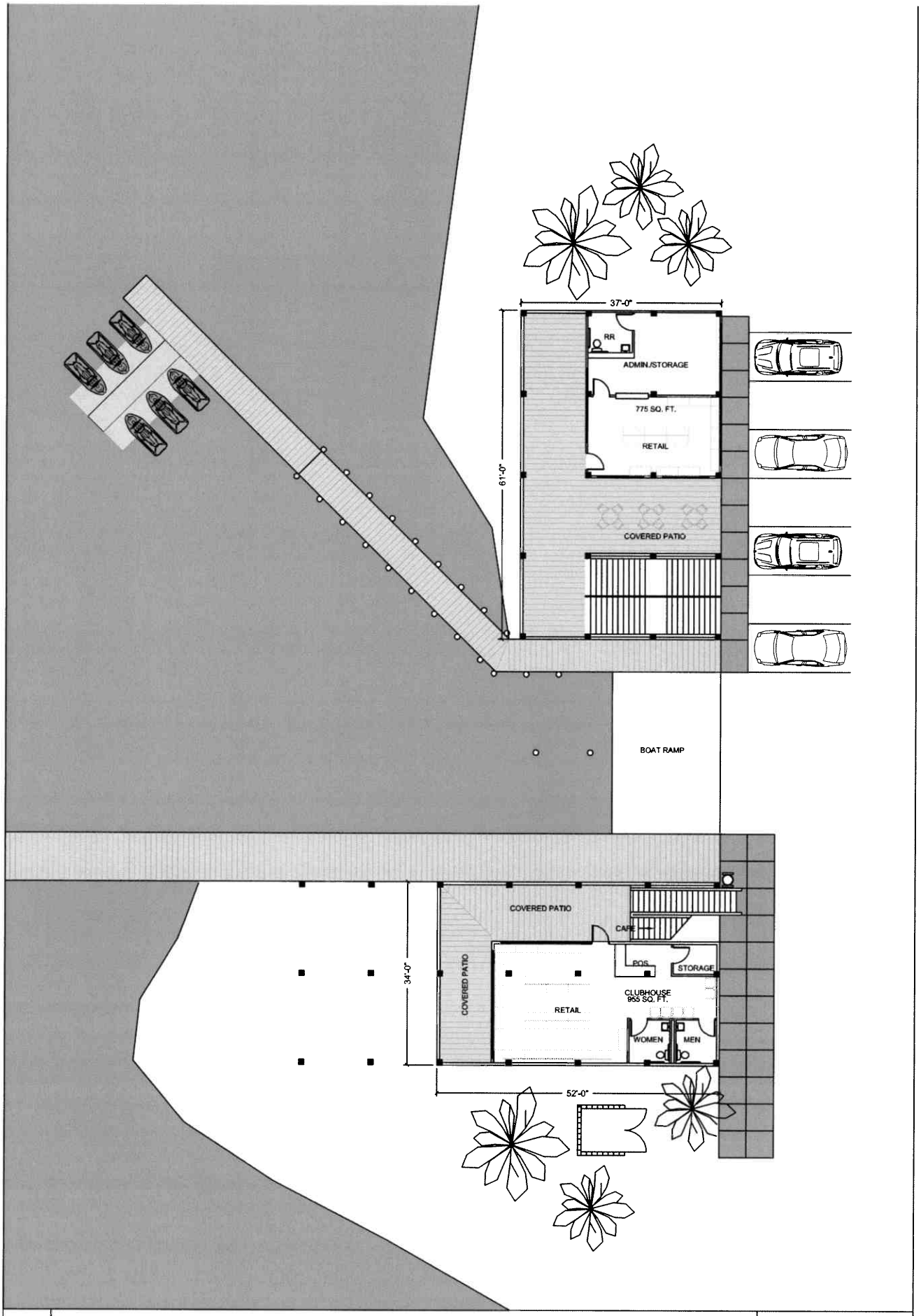
A-2 PURPOSED 1ST FLOOR PLAN

SCALE: 1/16" = 1'-0"

ISSUE	DATE
REVIEW	07-13-13
FINAL	07-18-13

JONES BAY BOAT RAMP CONCESSION

GALVESTON COUNTY, TEXAS



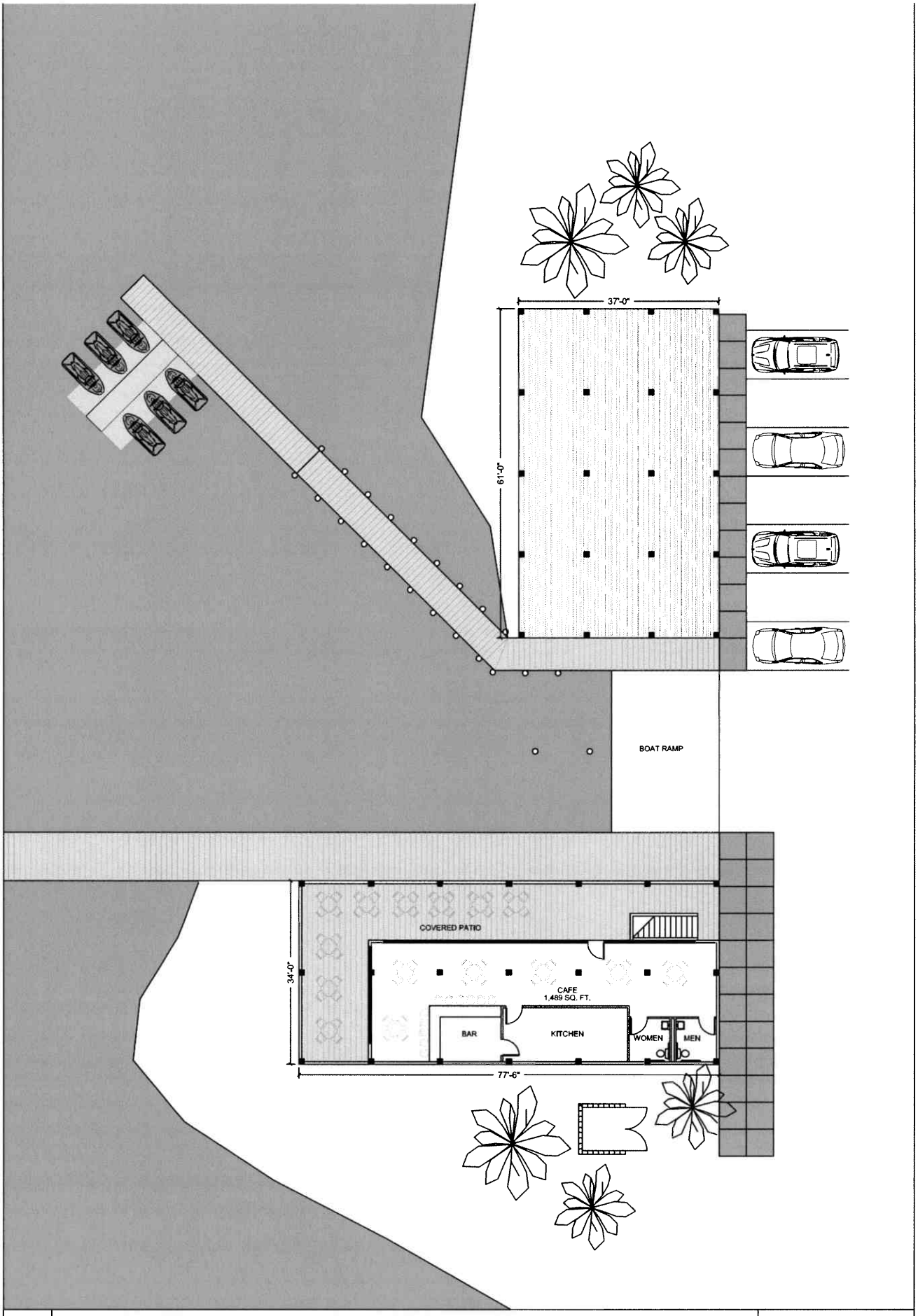
A-3 PURPOSED 2ND FLOOR PLAN

SCALE: 1/16" = 1'-0"

ISSUE	DATE
REVIEW	07-13-13
FINAL	07-18-13

JONES BAY BOAT RAMP CONCESSION

GALVESTON COUNTY, TEXAS



A-4 PURPOSED 3RD FLOOR PLAN

SCALE: 1/16" = 1'-0"

ISSUE	DATE
REVIEW	07-13-13
FINAL	07-18-13

JONES BAY BOAT RAMP CONCESSION

GALVESTON COUNTY, TEXAS

#12 Proposed Sell and Rent Items

Location	Item	Price
Bait	Live Shrimp Quart	$16.00
Bait	Live Shrimp Pint	$9.00
Bait	Finger Mullet Dozen	$6.00
Bait	Mud Minnows Dozen	$6.00
Bait	Frozen Bait Shrimp	$4.00
Bait	Frozen Bait Mullet	$4.00
Bait	Frozen Chicken	$3.00
Bait	Live Croaker Dozen	$8.00
Retail	Fishing Tackle Corks	$2.00
Retail	Fishing Tackle Sinkers	$3.00
Retail	Fishing Tackle Hooks	$4.00
retail	Fishing Tackle Lures	$5.00
Retail	Fishing Tackle Soft Plastic Lures	$6.00
Retail	Fishing Tackle Hard Plastics	$7.00
Retail	O2 Refills	$15.00
Retail	C02 Refills	$15.00
Retail	Dip Nets	$2.00
Retail	CastNets	$15.00
Retail	Landing Nets	$10.00
Retail	Canned Beer 6 pack	$6.00
Retail	Canned Beer 12 pack	$12.00
Retail	Energy Drinks	$3.00
Retail	Coffee	$1.50
Retail	Sno Cones	$2.00
Retail	Ice Cream Novelty	$2.00
Retail	Soda -each	$1.00
Retail	Soad 6 pack	$4.00
Retail	Soda 12 pack	$6.00
Retail	Chips	$2.00
Retail	Candy	$1.00
Retail	Juice - each	$2.00
Retail	Water - each	$1.00
Retail	Water - litre	$2.00
Retail	Water-Gallon	$3.00
Retail	Ice 8lb	$3.00
Retail	Ice 20 lb	$5.00
Retail	Cigarettes	$6.00
Retail	Cigars Hand rolled	$10.00
Retail	Chewing Tobacco	$5.00
Retail	Boat Plugs	$4.00
Retail	Gas Cans	$10.00
Retail	Starting Battery	$60.00
Retail	Disposable Batteries	$5.00
Retail	Coast Guard Kits	$40.00

Retail	Bug Spray		$5.00
Retail	Box Lunches		$5.00
Retail	filet knives		$5.00
Retail	pliers		$5.00
Retail	Fruit each		$1.00
Retail	donuts		$0.50
Retail	kolaches		$1.00
Retail	breakfest tacos		$2.00
Retail	rope by the foor		$1.00
Retail	First Aid Items		$3.00
Retail	Buckets		$4.00
Retail	sunscreen		$5.00
Retail	Shade Hats		$10.00
Retail	Caps		$8.00
Retail	Sunglasses		$8.00
Retail	toilet paper		$2.00
Retail	magazines fishing		$3.00
Retail	maps fishing		$10.00
Café	Hamburgers		$3.00
Café	Hot Dogs		$2.00
Café	Turkey Legs		$4.00
Café	Chilli Dogs		$3.00
Café	BBQ Plate		$12.00
Café	breakfest tacos		$2.00
Café	Buffalo Wing Platter		$ 7.00
Café	Chicken Tenders		$5.00
Café	Fries		$2.00
Café	Fried Shrimp Platter		$8.00
Café	Salads		$6.00
Café	Crawfish pound		$4.00
Café	Steam pot (crab,shrimp, potato,corn		$22.00
Café	Shrimp Pound		$12.00
Café	Gumbo seafood		$5.00
Seafood/retail	Oysters pint		$7.00
Seafood/retail	Oysters quart		$12.00
Seafood/retail	Red Snapper	mkt	
Seafood/retail	Grouper	mkt	
Seafood/retail	Flounder	mkt	
Seafood/retail	Redfish	mkt	
Seafood/retail	Shrimp 12ct	mkt	
Seafood/retail	shrimp 20ct	mkt	
Seafood/retail	shrimp	mkt	
Seafood/retail	Live Crab	mkt	
Seafood/retail	Crab fingers	mkt	
Seafood/retail	Crab meat pint	mkt	
Seafood/retail	Scallops	mkt	
Rental	Kayak Rental 1st hour		$30.00

Rental	Paddle Board Rental 1st our	$30.00
Rental	Additional Hour	$15.00
Rental	Canoe- all day	$50.00
Rental	Jet Ski- hour	$60.00
Rental	Jet Ski- all day	$250.00
Rental	Kayak Guide hr	$40.00
Rental	Fishing Guide hr	$100.00

Exceptions and Alterations Proposal

The items allowed below are requested exceptions and alterations to the lease proposal that we would appreciate discussing with the County representative. We are happy to discuss our rationale and will be as flexible as possible to reach an agreement.

1. Article VI Sec 6.3 Concessionaire proposes to pay minimum rent plus percentage rent of Bait sales as specified in Line Item Details.
2. Article VIII Sec 8.1 – Propose to report sales quarterly which are in line with sales tax and income tax reporting.
3. Article IX Sec 9.4 – Propose that County at county expense make repairs to pier, ramp and parking lot to bring to safe, acceptable condition prior to commencement date. Intention here to ask for the County's support in bringing the site to grand opening condition.
4. Article IX Sec 9.4 – Propose self help in event County, after being notified in writing, is unable to make timely repairs, concessionaire may make repairs as required to minimize disruption to operation and be reimbursed or receive rent credit for actual costs incurred.
5. Article X Sec 10.7- Propose County inspects and services the sewer lines prior to commencement.
6. Article X Sec 10.9 - Allow for rental of watercraft, both motorized and non-motorized including but not limited to kayak, sailboards, stand-up paddle boards and jet skis.
7. Article X Sec 10.9 Café allowed serving of on tap draft beer in addition to canned beer. Allow for sales of fresh seafood items.
8. Article XII Sec 12.6 – Propose deletion of destruction by flood insurance requirement with concessionaire being self insured to cover any loss.
9. Article XVIII Sec 18.2 – Propose exception for charitable events/community services allowing option of serving free food and beverages.
10. Article XVIII Sec 18.3 – In addition to monthly minimum rent concessionaire proposes to pay the county 5% "percentage rent" of live bait gross sales based on $120K annualized break point.

Island Business Investments, LLC

JONES BAY BOAT RAMP CONCESSION AGREEMENT 2013
PROPOSAL FORM

1. This is a Proposal to operate a Bait and Fishing Supplies, Food and Beverage Refreshment or Other Purpose Concession for the Jones Bay Boat Ramp.

   (x) Yes ( )No. Check applicable box.

2. Name under which concession will operate if Proposal is selected and contract entered into:
   Island Business Investments (IBI), LLC

3. Name of Proposed Owner/Operator ----------
   John A. Smecca and Sean A. Stowell

4. Type of Business (Individual, Corporation, Partnership, Sole Proprietorship, etc.):
   Corporation

5. Improvements to be Constructed:
   Up to 2100 Sq. Ft. building and decking to provide food and fishing services

   Include:
   - a detailed description of the Improvements that you propose to construct;
     See Attachment A
   - your method of payment for construction of such Improvements;
     Cash

6. Time period for construction of Improvements:
   9 months

7. Address of Proposed Concession Owner/Operator:
   628 Seawall Blvd. Galveston, Texas 77550

8. Telephone/Fax/Email: 409-750-8888/ 409-763-5835

9. Monthly Flat Rate Bid in Consideration for this RFP: $1250 a month *Refer to number 16 upon opening for business to the public or the completion of construction of Improvements whichever occurs earlier. **(To be paid at such times and on such terms and conditions as stated in Concession Agreement)**

10. Proposed Hours of Operation (7 days per week required):
Bait Camp 5am-10pm, Restaurant 11am-9pm, Hours of Operation will vary due to weather and season.

12. List all items you are proposing to initially sell/rent with proposed prices: (Attach additional page if necessary)

Item	Proposed Price
Pizza, Po Boys, Salads, Appetizers & Seafood	$10.00-$18.00
Beer, Wine & Sodas	$1.00-$5.00
Bait (as available) for bay fishing- live & dead shrimp, mullet, piggies, crokers & mud fish	$3.00-$18.00 per pound
Fishing Tackle	$1.00-$50.00
Ice	$2.00-$6.00
Kayak Rentals	$25.00/day

The County recognizes that over time, depending on market conditions and inflation, these initial prices are subject to change.

13. List all officers and members of your organization or enterprise:
John A. Smecca
Sean A. Stowell

14. Describe your experience in operating bait camps and food and beverage and other concessions. This should include the length of time in business, your staff size, your understanding of the importance of senior management's continuity and involvement throughout the contract, and previous and current operations that are similar in nature to this project:

John A. Smecca: 40 years of experience in the hospitality industry currently employing over 250 employees in Galveston County at 9 operations as President of Galveston Restaurant Group.

Sean A Stowell: Graduate of Texas A&M with marine biology degree, 25 years of experience in the maritime sector, owner and operator of commercial/charter fishing and diving operations. Holds a United States Coast Guard Master Captain's License.

15. Provide a summary of how you intend to provide the services requested by this RFP. Please describe a staffing plan and chain of responsibility for resolving any problems that may arise at the concession.

The organization will be managed and operated by Sean A. Stowell and John A. Smecca. The operation will have trained personnel at all times to operate both food and fishing service operations.. The use of local maritime students will be attempted to help with operations.

16. Provide a list of at least three references that can attest to your ability to fulfill the requirements of this RFP and Concession Agreement. (List name, address, telephone number)

Lucinao D'Angelo
Sysco Foods Houston
409-770-7754

Albert Shannon
Frost Bank
409-770-7132

Robert Taylor
Attorney
2945 Lazy Lane, River Oaks
Houston, texas
713-409-8256

16. Provide any additional information, if any, that should be considered in evaluating your Proposal. If there is none, state, "There is no additional information we wish to present."

The rent is based on $1250/month for the first 10 years with $1000/month being credited back toward construction costs. The rent will be raised to $1500/month for the remainder of the lease with the $1000/month being credited back towards the remainder of the lease. Estimated cost of full build out is $225,000. Island Business Investments, LLC. reserves the right to build in phases.

IBI agrees to pay rent on first full day of operations or 9 months, whichever comes first, after the concession agreement is executed.

17. List all trade fixtures and personal property items to be supplied by the proposer that will **not** become the property of the County or the GLO at the expiration or early termination of the Concession Agreement.

Pizza ovens, refrigerators, freezers, fryers, tables, chairs, exhaust hoods, grill tops, cooktops, NSF sinks, bait tanks, filtration equipment, ice machines, audio/video and computers.

18. I, the undersigned, agree, if awarded the Concession Agreement by the County, to furnish the services and items listed on the attached Proposal forms, at the prices quoted, and according to the terms and provisions of the Concession Agreement attached to this RFP as modified by the County. My Proposal and the prices quoted herein shall remain firm for a period of thirty (30) days from the date of the Proposal opening. I am authorized to agree to abide by the terms and conditions of this RFP and the Concession Agreement. I understand that being tentatively named as the successful proposer does not guarantee to me that the County will execute a final Concession Agreement with me. Rather, I understand that the County may terminate this RFP process at any time, for any reason or no reason or for convenience short of actually executing the final Concession Agreement without any liability to me.

19. In understand that I may be given up to six (6) months to prepare my plans and specifications, obtain all necessary permits and commence construction without having to pay a monthly concession payment unless during this six (6) month period I open for business to the public.

20. I commit to pay 50% of the monthly concession payments during the time of construction of the new improvements for up to a maximum period of three (3) months or until I have completed construction and/or opened for business to the public at which time I will commence to paying 100% of the monthly Concession Payments.

21. I also commit, upon execution of the Concession Agreement, to provide to the County an irrevocable letter of credit ensuring my ability of the proposer to construct the improvements.

22. I also commit that I will maintain and keep in good repair or relocate the water line(s) and sewer line(s) and all Improvements that serves the Concession Premises.

23. I acknowledge that upon expiration or early termination of the Concession Agreement that all Improvements and Modifications that I have constructed on the Concession Premises will become the property of Galveston County at no cost to the County or, if the Coastal Easement with the GLO has expired or been terminated, at no cost to the GLO other than as is set forth in the Concession Agreement.

24. Attach a Separate Sheet if you are proposing alternatives to the requirements set forth in this RFP. Although the County is seeking Proposals as specified in this RFP, reasonable alternatives will be considered. For example, the County will entertain allowing the successful applicant to rent kayaks or construct boat stalls upon the Concession Premises.

By executing this Concession Proposal Form, I hereby certify that:

- I am willing to agree to abide by all terms and conditions of this Request for Proposal and attached Concession Agreement as modified by the County;
- I have not violated any terms and conditions set forth in this Request for Proposal
- I have received and read copy of the County's Coastal Easement and acknowledge my willingness to abide by its terms and conditions;
- I have received and read a copy of the proposed Concession Agreement and acknowledge my willingness to abide by its terms and conditions: and
- I am willing to pay the monthly Concession Payments set forth above.

Signature: S Smecca

Title: president

Date: 7/22/13

FEIN: 45-4571327

Attachmt. A

Sea Gull Remodeling
3309 Ave. O 1/2
Galveston, Texas
409-789-2977

07-16-13

Estimate: Construction of 2 buildings, Tiki Island Texas.
Owner: Mr. Sean Stowell
Phone: contact phone: 713-304-2070
Email: sa1969@sbcglobal.net

Description or work:
1. 2 buildings. bait camp building 500 square feet and restaurant building to be 1000 square feet per owner request.
2. Owner to have pilings set by another contractor and all permits required to set pilings will be acquired by owner and or other contractor.
3. 2x12 stringers installed onto pilings using 3/4 hex head bolts, double washers, and galvanized nuts.
4. 2x8 joists installed with pressure blocks and blocking installed to tie joists to all stringers.
5. 3/4 " CDX installed using galvanized nails and construction adhesive across all floor joists.
6. 2X4 yp framed walls.
7. 2X6 yp framed joists, rafters, collar ties.
8. 5/8" CDX decking for roof.
9. Vinyl 3'0X5'0" windows. 8 windows total.
10. 5 - 3'0" X 6'8" steel 6-panel doors with keyed entry and deadbolt.
11. Stairs with landings framed at entrances and exits.
12. roof will be a 4/12 pitch.
13. Roofing # 30 felt secured with red caps. 1 1/2" X 1 1/2" drip edge, architectural shingles.
14. Central A/C installed with separate units for each side.
15. Electrical 3-phase , meter cans, panels ran to each unit. Includes plugs, switches, and plates. Does not include any appliances or other installed items.
16. Plumbing ran to each unit. Does not include gas lines. Includes 2 bath sinks in restaurant, 1 bath sink in bait camp, 2 toilets in restaurant and 1 toilet in bait camp. Tie into public water and sewage. Does not include any septic work if required or present. Does not include valves and plumbing pipes for aeration of bait tanks.
18. Tyvek house wrap installed as vapor barrier.
19. Ruf-Tex T-111 5/8" installed on exterior.
20. Windows, Doors, Fascia boards trim out using treated 1x6 and treated 1x4.
21. Sheet rock to be installed on walls and ceilings 1/2". If 5/8 " fire code rock required cost will increase.

22. Owner will provide all architectural or engineer plans per owner request as well as permits from city or any other entity that may arise before, during and after construction. Service available at additional labor.
23. Owner to have all concrete below structures poured and finished per request.
24. Priming and painting of exterior is included. Prime with glidden gripper or zinser 1-2-3 bullseye and 2 coats of exterior latex flat or satin paint. 2 color paint scheme. No painting or staining of treated wood on decking included. Treatment of new decking and handrails should wait until lumber has dried out from treatment process.
25. 400 square foot deck constructed behind restaurant after pilings set by another contractor for all of deck and stair pilings if required.
26. 6 - 3'0" x 5'0" vinyl 1/1 windows to be installed on restaurant.
27. 4 - 3'0X5'0" vinyl 1/1 windows to be installed on bait camp.
28. Interior casing, baseboard trim out included. Basic trim.
29. 12x12 commercial vinyl square tile installed on all floors.
30. Interior priming and painting. White walls, trim and ceilings.
31. 10 x 10 common area deck between restaurant and bait camp. Piles to be set by owner supplied piling contractor.
32. Due to variations in elevator design, materials, etc. Owner will need to contact elevator contractors to obtain prices on steel, aluminum, gear drive options, etc.

Estimated materials and labor $ 149,200.00

Important: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of the communication is strictly prohibited.

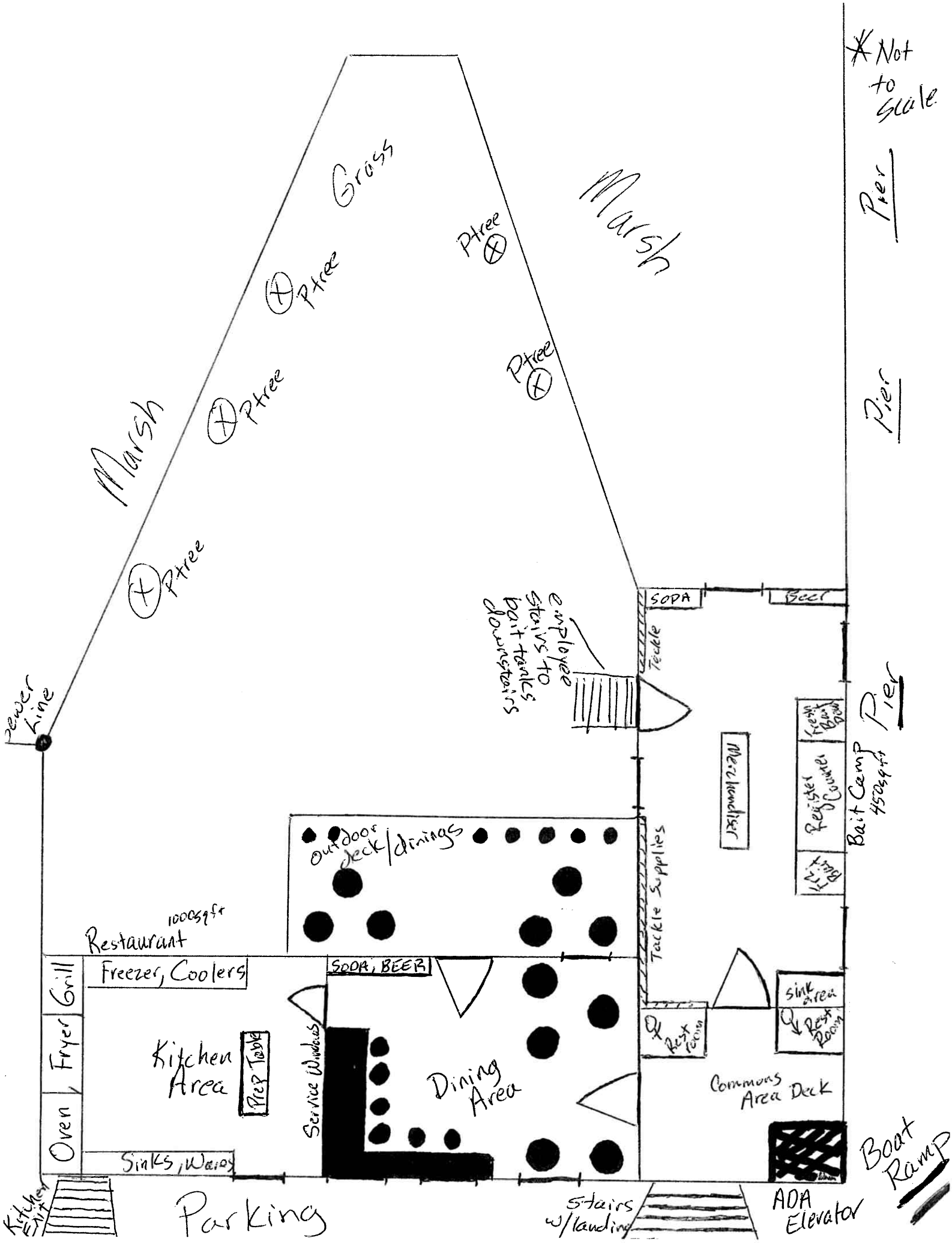
We Appreciate Your Business,
Bart Ehrig
Sea Gull Remodeling

RFP#: 132009

Construction Bid

Pilings- delivered and set according to engineer/code Estimated $9800.00

Concrete- 6 inch deep flat pad powered with 3/8 rebar Estimated $5.00 per square 1500 sqft- Estimated $7500.00



*Not to scale
Pier
Pier
Pier
Grass
Marsh
Marsh
Ptree
Ptree
Ptree
Ptree
Ptree
Sewer Line
employee stairs to bait tanks downstairs
SODA
Beer
Tackle
Merchandiser
Fresh Bait Door
Register Counter
Bait Camp 450sq ft
Fr. Bait
Tackle Supplies
outdoor deck/dinings
1000sq ft
Restaurant
Freezer, Coolers
SODA, BEER
Grill
Fryer
Oven
Kitchen Area
Prep Table
Service Windows
Dining Area
Sinks, Wares
Rest room
sink area
Rest Room
Commons Area Deck
Boat Ramp
Kitchen Exit
Parking
Stairs w/landing
ADA Elevator

AGENDA ITEM #29.a.1.

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Ryan Ellis
Deputy Chief of Staff
Technology and Process

Tyler Drummond
Deputy chief of Staff
Policy and Communications

Roxann Lewis
Executive Assistant

August 16, 2013

Joseph R. Fazio, Jr.
3964 Hannah's Way
League City, Texas 77573

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 7604-2002-0004-000.

Dear Mr. Fazio:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for September 17, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry DGM

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

Evans, Erma

From: Joe [shocarsone@aol.com]
Sent: Friday, May 03, 2013 1:10 PM
To: Evans, Erma
Subject: Past Due Tax

Follow Up Flag: Follow up
Flag Status: Flagged

Judge Mark Henry
Property Tax Dept
722 Moody
Galveston, TX 77550

Sir:

I am writing this letter in regards to a situation my mortgage company, Wells Fargo made me aware of yesterday. It seems they were advised that I am delinquent on 2011 taxes. When I called GCAD this morning they advised that my last payment for last year somehow was postmarked 1 August instead of 31 July. I realize this is an error, but my records show that the payments were mailed on July 27, 2013. I cannot explain why the GCAD payment was postmarked this way, and the CCISD payment was postmarked correctly. Both were mailed on the same day.

Further, I would like to say that I have never received notice of this delinquency until yesterday. Had I been properly notified I would have made the necessary appeals or paid the penalty sooner than now. It also seems rather penile to charge this amount for a 1 day miscalculation on the part of the Post Office. The funds were in the GCAD's hands on Aug 3. Had the letter been postmarked correctly and not received until 5 or 6 Aug, there would have been no penalties. I respectfully request that this penalty be waived in my favor and the balance due for 2011 be returned to $0.

I am a retired USAF veteran of 21 years living primarily on Social Security and retirement from the Air Force. I pride myself on paying my bills on time. I assure you sir, this situation is not due to my failure.

I am providing the following information from the tax records for your perusal.

Respectfully:
Joseph R. Fazio, Jr
R512969

FROM

Joseph Fazio
3964 Hannahs Way
League City, TX 77573

IMPORTANT!
REPLY MAIL

NORTH HOUSTON TX 770

01 AUG 2012 PM 7 L

CHERYL E JOHNSON
ASSESSOR AND COLLECTOR OF TAXES
PO BOX 4902
HOUSTON TX 77210-4902

CHERYL E. JOHNSON, RTA

Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

ACCOUNT #: 760420020004000
CAD #: R512969

T0032-0093-D06464800010700

FAZIO JOSEPH R JR
3964 HANNAHS WAY
LEAGUE CITY TX 77573-3995

2012 Consolidated Tax Statement

Property Location: 3964 HANNAH'S WAY 77573
Acreage 1.0330
Legal Description:
WHISPERING LAKES RANCH SEC 3 PH 2 (2008) ABST 630, BLOCK 2, LOT 4, ACRES 1.033

Appraised Land Value:		$111,800
Improvements/Personal Property Value:	+	$523,910
Total Market Value:		$635,710
Homestead Cap Adjustment:		
MTG/Agent:		
Sales Tax Savings: $428.77		
Assessment Ratio: 100%		

Entity	Market Value -	Exemptions =	Taxable Value ÷ 100	x Tax Rate	= Total Taxes
GALVESTON CO	$635,710	$187,142	$448,568	.59991500	$2,567.39
ROAD & FLOOD	$635,710	$187,142	$448,568	.00885500	$39.72
LEAGUE CITY	$635,710	$108,571	$527,139	.59700000	$3,083.29

TOTAL 2012 TAXES ***(may include rendition penalty or reflect applied escrow payment if applicable):*** **$5,690.40**

CURRENT EXEMPTIONS: HOMESTEAD,OVER 65

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where located).*

PAYMENT OPTIONS*

*Please contact your mortgage company before participating in split/half or quarterly payment plans—your deed of trust may not allow it

1. Payment in Full *(by month)* Due by January 31, 2013

Month	2012 Taxes	Delinquent	Total Due	Month	2012 Taxes	Delinquent	Total Due
If paid in October	$5,690.40	$204.79	**$5,895.19**	If paid in January	$5,690.40	$210.43	**$5,900.83**
If paid in November	$5,690.40	$206.67	**$5,897.07**	If paid in February	$6,088.73	$212.31	**$6,301.04**
If paid in December	$5,690.40	$208.54	**$5,898.94**	**Delinquent taxes are due for tax years:** 2011 - 2011			

2. Split Payment Plan with First Half Due by November 30, 2012 *(except for Non-Split Entities)*

Entity	Amount Due
GALVESTON CO	$2,567.39
ROAD & FLOOD	$39.72
LEAGUE CITY	$3,083.29

1ST payment due by November 30, 2012: $2,845.20

2ND payment due by June 30, 2013: $2,845.20

This payment option allows 2012 taxes (shown at left) to be paid in two equal installments—***without penalty and interest***—if proper amounts are paid by deadlines.

Not all governments offer split/half pay and ***full payment of their portion is required*** by January 31, 2013. Those entities with required amounts due are shown below:

Non-Split/Half Pay Entity Due by January 31, 2013

Total Due January 31, 2013: $.00

A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homestead and may also apply to defer or delay payment. If you qualify, amounts will be listed in the boxes below. Remaining coupons will be mailed by March 1.

3. Over 65 & Disabled Person Payment Plan with First Quarter Due by January 31, 2013 *(must qualify)*

Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount

GCTO Lockbox Images - 120803/1003-4-F.tif - Windows Internet Explorer provided by Yahoo!

192.168.7.18

File Edit View Favorites Tools Help

Favorites eBay Customize Links Suggested Sites Free Hotmail Get more Add-ons Yahoo! Mail

GCTO Lockbox Images - 120803/1003-4-F.tif

Page Safety Tools

ACCOUNT NUMBER	DATE OF BILL	4th Quarter Payment Coupon	By July 31, 2012
7604-2002-0004-000	02/17/2012		$1,422.60

24.1.2

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

CHERYL E. JOHNSON, RTA
Tax Assessor-Collector
722 Moody
Galveston, Texas 77550
409-766-2481, 1-877-766-2284

7604200200040 00

7604-2002-0004-000
FAZIO JOSEPH R JR
3964 HANNAH'S WAY
LEAGUE CITY , TX 77573

AMOUNT PAID:
$_____

000000R512969 0000142260 0000142260 0000142260 0000000000 5

Done Internet 100%

start SnagIt/32 Oracle Applicati... GCTO Lockbox ... Appraisal & Coll... Inbox - Microso... 12:27 PM

12:27:36PM 15-May-2013

AGENDA ITEM #29.a.2.

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Ryan Ellis
Deputy Chief of Staff
Technology and Process

Tyler Drummond
Deputy chief of Staff
Policy and Communications

Roxann Lewis
Executive Assistant

August 21, 2013

Mary Sheppard
5001 Avenue R
Galveston, Texas 77551-5280

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on multiple accounts

Dear Ms. Sheppard:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for September 17, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry DGM

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

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

July 15, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty & Interest
Mary Shepard
3510-0157-2008-000; 2965-0154-0011-001; 3505-0674-0012-000;
3505-0674-0013-000; 3510-0192-0100-002; 3510-0045-2011-001;
3510-0061-2001-002; 3510-0091-1004-000

Dear Judge Henry:

The property owner is requesting a waiver or refund of penalty and interest and states the property owner has had a decline in mental status and forgot the pay them in a timely manner.

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 Central Appraisal District.

Account	Year	Waiver/Refund
3510-0157-2008-000	2011	$1,260.34
2965-0154-0011-001	2011	228.86
3505-0674-0012-000	2011	23.39
3505-0674-0013-000	2011	1,360.32
3510-0192-0100-002	2011	144.00
3510-0045-2011-001	2011	1,488.37
3510-0061-2001-002	2011	1,329.84
3510-0091-1004-000	2011	1,823.33
	Total	$7,658.45

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Dominick, LaTonya

From: Mary Shepard [bison412@yahoo.com]
Sent: Tuesday, July 02, 2013 7:01 PM
To: Dominick, LaTonya
Subject: Request to have P&I waived

Follow Up Flag: Follow up
Flag Status: Flagged

Hello.

I would like to ask that the penalties and interest be waived on 2011 and 2012 taxes due to my mother's decline in mental health.

Following is a list of properties we have paid base levy on for 2011:

Account#	Property Address	CAD Reference #
296501540011001	5001 Ave. R $228.80	R111486
350500710009000	1108 Ave. L No Penalty	R100652
350502610007002	811 Moody "	R102245
350506740010001	1410 Strand "	R104541
350506740012000	---------- $93.39	R104544
350506740013000	1424 Strand $1360.62	R104538
351000192010002	2012 Ursuline $144.00	R105370
351000452011001	1818 Ave O $148.37	R106421
351000612001002	1804 37th $329.84	R106792
351000911004000	2515 Ave. P $1823.33	R107890

Dominick, LaTonya

From: Mary Shepard [bison412@yahoo.com]
Sent: Wednesday, July 03, 2013 3:30 PM
To: Dominick, LaTonya
Subject: page 2 (Mary Sheppard) waiver of P&I request

I apologize. I have to use the computer at the library, mine is in the repair shop. I had to send the last e-mail abruptly as my time was up on the computer! I had two other properties I wanted to add:

Account# Reference #		Property Address	CAD
351001572008000 109258	($1260.34)	4402 Avenue T	R
860004087049000 291983	No penalty	1325 Mike Gaido Blvd.	P

On the 2012 taxes, I would appreciate alleviation of any P&I as well. ALL the property taxes were paid on that year.

Thank you for your time.

Crider, Rachael

From: Mary Shepard [bison412@yahoo.com]
Sent: Thursday, June 06, 2013 2:54 PM
To: Crider, Rachael
Subject: Re: Unclaimed check 2nd request // Property Taxes

The levy was paid on over half of the properties and then I paid half of the levy on the others. In addition, I paid the attorney over $15,000.00.
I was assuming once this was done, they would all be sent to the Commissioner's Court. If this cannot be done, then yes, please send what you can. My parents have had these properties for many years and always paid on time. This delinquency is due to my mother's dementia. I would appreciate any help you can provide.

In regards to the check, applying it to taxes due is fine.

Thank you again for your help.
From: "Crider, Rachael" <Rachael.Crider@co.galveston.tx.us>
To: bison412@yahoo.com
Cc: "Evans, Erma" <Erma.Evans@co.galveston.tx.us>
Sent: Thursday, June 6, 2013 1:58 PM
Subject: FW: Unclaimed check 2nd request // Property Taxes

Good afternoon,

I believe I spoke with you previously regarding the P&I case. When I looked at all of your mothers accounts there were some that were paid and some that were not. In order to proceed with a P&I case, the base levy must be paid. Were you requesting that all accounts be sent to the Commissioner's? We can proceed with the ones that are paid if you like.

In regards to the found check I will contact the Accounting Department to see if that check can be reissued. Our normal process is to apply any refunds to delinquent taxes so once the refund it put back on the account we can transfer it to an account that has a balance due.

Thank You,

Rachael F. Crider, RPA
Chief Deputy, Property Tax
Galveston County Tax Office
Office: 409-766-2476
Fax: 409-766-4561

From: Mary Shepard [mailto:bison412@yahoo.com]
Sent: Thursday, June 06, 2013 1:02 PM
To: Schaefer.Ute
Subject: Unclaimed check 2nd request // Property Taxes

Hello. I recently sent you an e-mail (May 25, 2013) regarding a check that was found from Cheryl Johnson for an overpayment of
property taxes. I am still awaiting a response on how to handle this.

Also, I am writing because I am waiting to find out whether the penalties and/or interest regarding 2011 property taxes will be
waived. I was told that once the attorney was paid, the case would be sent to Commissioner's Court to see if that would be possible.

My mother has had her rental properties for probably close to 40 (or more) years and has ALWAYS paid her taxes. However, in the past
several years, she has been suffering with dementia and could not remember whether they were paid or not. I do have a note from her
geriatric doctor's office stating her diagnosis.

Please contact me as soon as possible regarding both issues, please.

Her name is Mary G Sheppard and one of the account numbers is 3510-0091-1004-000. I am writing from HER e-mail address.

Thank you for your time.

Evans, Erma

From: Johnson, Cheryl E
Sent: Friday, May 17, 2013 2:54 PM
To: Crider, Rachael
Cc: Evans, Erma
Subject: FW: 2011 PROPERTY TAXES-- MARY SHEPPARD

Follow Up Flag: Follow up
Flag Status: Flagged

Sounds like a P&I case.

From: Schaefer.Ute
Sent: Friday, May 17, 2013 2:42 PM
To: Johnson, Cheryl E
Subject: FW: 2011 PROPERTY TAXES-- MARY SHEPPARD

Good Afternoon,

Below please find an email I just received from a customer's daughter. She had also cc'd the email to Ms. Rachael Crider, however, I want you to be aware of this also.

Thank you,

Ute Schaefer
Administrative Support Supervisor
Galveston County Tax Office
409-766-2260 phone
409-766-2479 fax

RECEIVED
MAY 20 2013
COLLECTIONS

From: Angela King [mailto:alegnaking@yahoo.com]
Sent: Friday, May 17, 2013 2:31 PM
To: Schaefer.Ute
Cc: Crider, Rachael
Subject: 2011 PROPERTY TAXES-- MARY SHEPPARD

Hello. I was unsure of who to contact or speak with, so please forgive me if I am contacting the wrong person!
I am writing on behalf of my mother, Mary Shepard. Her properties are listed in the name of Mary Sheppard.

My mother is 89 years old and has been diagnosed with dementia. We provided a letter to the Galveston County Tax Office in March of 2012. The letter was on UTMB letterhead and signed by the RN for my mother's doctor in the Geriatric clinic. The letter stated that upon thorough evaluation, my mother has poor memory and problem solving capabilities and that it has been a progressive development over the last several years. Further, the letter asked that consideration be given in regards to her abilities to deal with financial issues. It was signed and the name of my mother's doctor and a telephone number was provided.

After many attempts to try and make my mother understand the taxes had NOT been paid, I finally got her to agree to go with me to the tax office in January (or maybe February). I went to the desk and told the clerk we were interested in paying the taxes IN FULL for all her properties. We were given an amount and my mother signed the check.

After four months, we are now receiving letters stating the taxes are still due! I called and spoke with someone and found out that even though the taxes were indeed paid, the amount paid was for the 2012 taxes and that she still owed for 2011!! I was so upset! I asked why, when I asked to pay the taxes in full, was I not told about the prior years' taxes? If I had known they had not been paid, those would have been the ones we would have paid first! In the meantime, penalties and interest has been accruing on the taxes for 2011 and the amounts are just too excessive for her to pay. (Total exceeds $49,000.00)

I am pleading with you to please take her age and mental health into consideration and please alleviate the penalties and interest (or at least some of it) from her taxes for 2011. I am trying my best to help her with all the properties and property taxes, comply with the City of Galveston regarding the properties as well as help her with her personal income taxes (which have also not been taken care of since 2010) and other personal matters and it has become quite overwhelming.

I went online and paid the initial taxes (without penalties and interest) for several of the properties on May 10th, and then went back and paid half of the initial taxes on the remainder of the properties (again, minus penalties and interest) yesterday. The total paid so far is over $22,000.00. Please, if there's any way you can help us, it would be greatly appreciated. If you need me to provide another copy of the letter from UTMB, I can do that. Please contact me as soon as possible as I have just been informed by a friend that for some reason, her properties are in the process of being sold at a Tax Sale for back taxes! She said it was listed in the Galveston Daily News.

Thank you very much for your time and consideration.

Angela King
409-996-4236

AGENDA ITEM #29.a.3.

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Ryan Ellis
Deputy Chief of Staff
Technology and Process

Tyler Drummond
Deputy chief of Staff
Policy and Communications

Roxann Lewis
Executive Assistant

August 21, 2013

Pamela Carter
9208 San Jose
Texas City, Texas 77591

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account no. 3435-0003-0009-000

Dear Ms. Carter:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for September 17, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry DGM

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

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

July 23, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty & Interest
Pamela Carter
3435-0003-0009-000/R132548

Dear Judge Henry:

The property owner is requesting a waiver or refund of penalty and interest and states that she was unaware of the full amount owed. The property owner was notified via a corrected tax statement and by the clerk when she paid her taxes.

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 Central Appraisal District.

Year	Waiver/Refund
2012	$65.52

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

6/29/13

To Whom It May Concern:

Account #3435-0003-0009-000

This letter is in regards to my current tax bill for my propery at 9208 San Jose Ave Texas City, TX 77591 . In May of 2013 I received a tax bill for the amount of $1027.67. When I went to the tax office to pay on May 31, 2013 the cashier told me that I had a bill due of $1965.04. She was confused by the bill I had in my hand as well as to what she was reading on her screen, as was I. I decided to pay the balance of the bill to which was mailed to me in the amount if $1027.67. After I left I called the assessor's office and spoke with Elizabeth Lemons. She didn't understand the mix up either and asked me to email her a copy of the bill I had. I did and never heard back from her. Later in June I received a bill with a remaining balance of $937.37 along with a June penalty Interest in the amount of $65.62. I went on June 28 and paid the balance of $937.37.

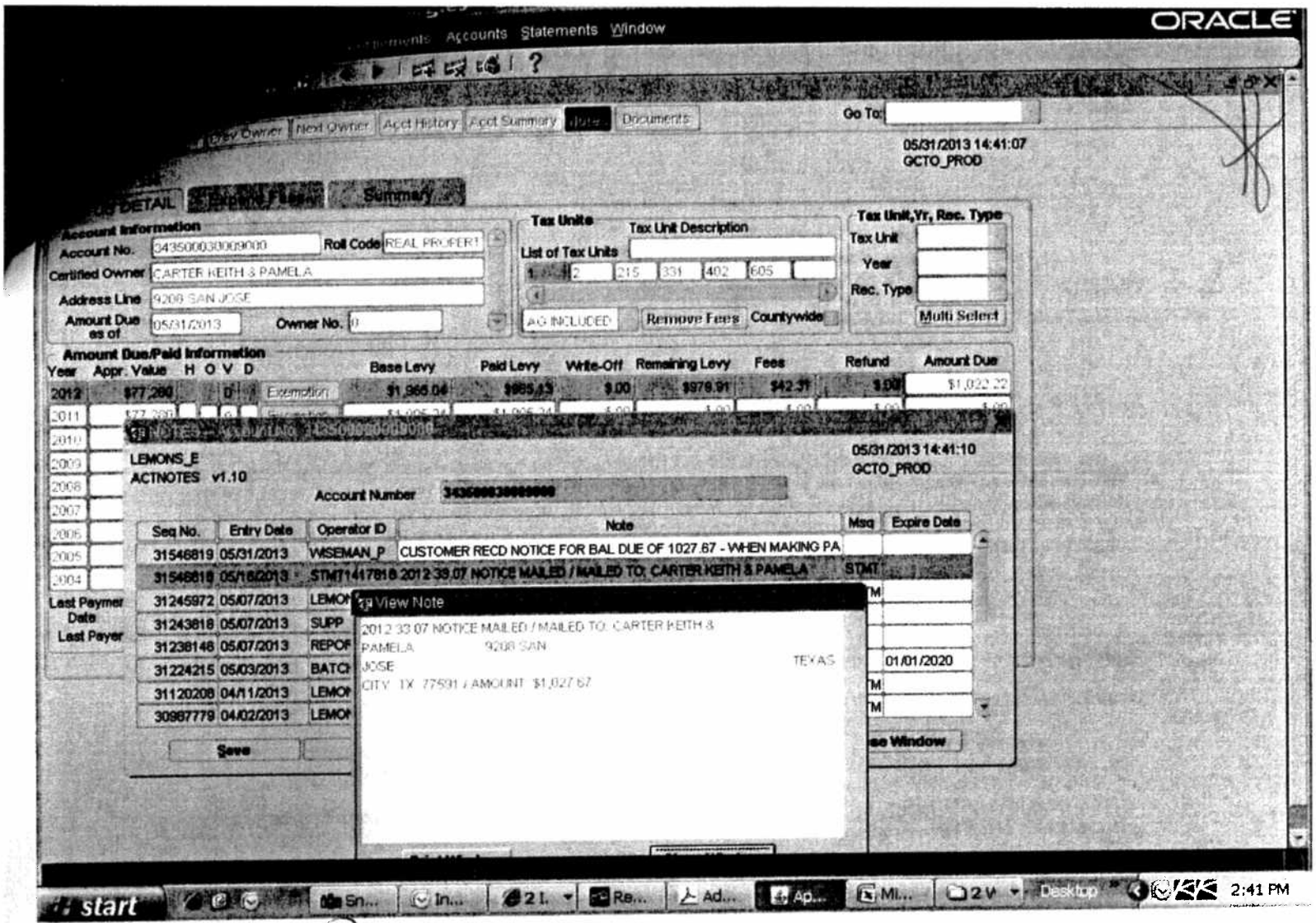
I am requesting that the June penalty interest of $65.52 be dismissed due to the error of the first bill that I received in May for the amount of $1027.67. If the original bill I received in May had been correct with the total amount, I would have made sure that enough funds were available to pay the total amount in May.

Thank You,

Pamela Carter

Pamela Carter

RECEIVED
JUL 08 2013
COLLECTIONS



P # 607-624-4877

Change deling. date for LMISD to 6/3/13 due to NAO update. Date did not change when mass update was done. Please transfer LMISD fees to levy & let customer know remaining balance needs to be paid today to avoid any fees.

Rachel Ehel
5-31-13

14:41:23PM 31-May-2013

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Notes - Insert, update own, delete own only

Go To:

DOMINICK_L
ACT8011 v1.35

07/23/2013 13:13:38
GCTO_PROD

NOTES

Account Information

Account No. 3435000300009000
Certified Owner CARTER KEITH & PAMELA
Parcel Address 9208 SAN JOSE

Legal Description

ABST 2 PAGE 2 LOT 9 BLK 3 FREEWAY PARK

Year	Entry Date	Operator ID	Notes	Msg	Expire Date	View Change
2012	06/28/2013	CORA_L	DELQ STMT - DETAIL: 9208 SAN JOSE, TEXAS CITY, TX 77591, AMT DUE	DSTM		
2012	06/03/2013	LEMONS_E	DELQ STMT - SUMMARY: 9208 SAN JOSE, TEXAS CITY, TX 77591, AMT D	DSTM		
2012	05/31/2013	LEMONS_E	DELQ STMT - SUMMARY: 9208 SAN JOSE, TEXAS CITY, TX 77591, AMT D	DSTM		
2012	05/31/2013	WISEMAN_P	CUSTOMER RECD NOTICE FOR BAL DUE OF 1027.67 - WHEN MAKING PAY			
2012	05/16/2013	STMT1417818	2012 33.07 NOTICE MAILED / MAILED TO: CARTER KEITH & PAMELA	STMT		
2012	05/07/2013	LEMONS_E	APR 2013 NAO STMT BATCH: 2012 STMT: CARTER KEITH & PAMELA, 92(	CSTM		
2012	05/07/2013	SUPP	APR 2013 NAO			
2012	05/07/2013	REPORT_MANA(	NAME INFORMATION CHANGED, PROCESS = NC04, YEAR = 2012			
2012	05/03/2013	BATCH_REQUES	REFUND GENERATED DUE TO DELINQUENCY DATE UPDATE		01/01/2020	
2012	04/11/2013	LEMONS_E	MAR 2013 NAO STMT REVISED BATCH: 2012 STMT: CARTER KEITH & PA	CSTM		
2012	04/02/2013	LEMONS_E	MAR 2013 NAO STMT BATCH: 2012 STMT: CARTER KEITH & PAMELA, 11	CSTM		
2012	04/01/2013	SUPP	MAR 2013 NAO			

Print Window | Copy Notes | View Note

start | SnagIt/32 | Inbox - Mic... | Oracle Appl... | Appraisal &... | 2013 Form... | 1:22 PM

13:22:58PM 23-Jul-2013

View Note

CUSTOMER RECD NOTICE FOR BAL DUE OF 1027.67 - WHEN MAKING PAYMENT BAL DUE WAS 2049.89 - PAYING 1027.67 AND CALLING PT DEPT

Print Window

Close Window

View Note

APR 2013 NAO STMT BATCH: 2012 STMT: CARTER KEITH & PAMELA, 9208 SAN JOSE, TEXAS CITY, TX 77591, AMT DUE $2,049.89

Print Window

Close Window

Cheryl E. Johnson
Assessor and Collector of Taxes
Galveston County Courthouse, 722 Moody, Galveston, Texas 77550
(409) 766-2481 · 1-877-766-2284 · Fax (409) 766-2479
galcotax@co.galveston.us
05/07/2013

Tax Office Acct #: 3435-0003-0009-000
GCAD Acct #: R132548
Property Address: 9208 SAN JOSE 77591
Property Description: ABST 2 PAGE 2 LOT 9 BLK 3 FREEWAY PARK

CARTER KEITH & PAMELA
9208 SAN JOSE
TEXAS CITY TX 77591

Dear Property Owner:

According to our records, property taxes remain unpaid for 2012 on the account indicated above. Unpaid taxes for any additional years are included in the amounts due shown below. Section 33.04 of the Texas Property Tax Code requires that a notice be sent to all delinquent taxpayers. Section 33.01 of the Tax Code provides for a late penalty in the amount of 6% the first month and an additional 1% per month on unpaid balances through June. Taxes unpaid July 1st incur a total penalty of 12% without regard to the number of months the tax has remained unpaid. As a result of accrued penalties and interest, the following amounts are due if paid the month indicated below:

If paid in May: $1,027.67 If paid in June: $1,046.53 If paid in July: $1,312.40

Payments may be made by check or money order payable to GCTO (Galveston County Tax Office) and mailed in the enclosed self-addressed envelope. You may also pay in person at one of our offices shown below, Monday through Friday 8:00 am to 5:00 pm. Installment payment contracts are available at our Galveston office or by contacting the entities' delinquent tax firm.

Galveston Courthouse, 722 Moody, Galveston West County Annex, 11730 Highway 6, Santa Fe
Texas City Annex, 2516 Texas Avenue, Texas City North County Annex, 174 Calder Drive, League City

We are required by Section 33.07 of the Texas Property Tax Code to provide notification at least 30 and not more than 60 days before July 1st that the governmental entities for which we work have contracted with a law firm to collect unpaid or delinquent taxes on their behalf. Please be aware that these firms collect an additional fee which may not exceed 20% of the amount of unpaid tax, penalty, and interest due after July 1st to defray the cost of collection.

NOTICE TO TAXPAYER AGE 65 OR OLDER If this is your homestead and you are sixty-five (65) or older and have applied to have the collections of taxes on your homestead deferred, this penalty will be imposed only if the taxes for which the collection is deferred remain delinquent on or after the 181st day after the date the deferral period expires.

Should your records differ from ours, please call or come by our office so that we may resolve the discrepancy.
PAY ONLINE AT www.galcotax.com

FOR MORE EFFICIENT PROCESSING, PLEASE DETACH & RETURN THIS PORTION WITH YOUR PAYMENT.
Make checks payable to **GCTO** using black or blue ink. Credit card checks not accepted.
A $25 fee will be charged for all returned checks.

pd 5/31/13

ACCOUNT#: 3435-0003-0009-000
CAD ID: R132548

PROPERTY ADDRESS: 9208 SAN JOSE 77591

CARTER KEITH & PAMELA
9208 SAN JOSE
TEXAS CITY TX 77591

Amount due if paid in May	$1,027.67
Amount due if paid in June	$1,046.53
Amount due if paid in July	$1,312.40

Please include CAD ID # on check

000000R132548 0000102767 0000104653 0000131240 0000000000 6

AGENDA ITEM #29.a.4.

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Ryan Ellis
Deputy Chief of Staff
Technology and Process

Tyler Drummond
Deputy chief of Staff
Policy and Communications

Roxann Lewis
Executive Assistant

August 21, 2013

Kim Minks/DHI Title
10700 Pecan Park Blvd. #220
Austin, Texas 78750

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on multiple accounts

Dear Ms. Minks:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for September 17, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry DGM

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

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

July 18, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty & Interest
Kim Minks for DHI Title
Multiple Accounts

Dear Judge Henry:

The property owner is requesting a waiver or refund of penalty and interest and states it was never their intention to pay taxes on other properties. Had the accounts listed below been included in the original check list, the amount would have been adequate to cover payment.

There are no provisions in the Tax Code to address this issue and the delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District.

Account#	Year	Waiver/Refund
7247-2002-0002-000	2011	$102.91w/$187.79r
1387-0001-0033-000	2011	$70.82w/$129.24r
1383-2001-1038-000	2011	$391.87r
1387-0001-0014-000	2011	$138.67r
1387-0001-0030-000	2011	$162.83r
1387-0001-0034-000	2011	$189.78r
1387-0001-0035-000	2011	$198.69r
1387-0001-0109-000	2011	$170.72r
1387-0003-0021-000	2011	$92.10r
7247-2002-0001-000	2011	$221.91r
7247-2001-0015-000	2011	$78.19r
7248-3001-0042-000	2011	$86.23r

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Evans, Erma

From: Crider, Rachael
Sent: Monday, May 06, 2013 3:27 PM
To: Evans, Erma
Subject: FW: Galveston County 2011 Taxes

Good afternoon Erma,

This is a request for a P&I case.

Thank You,

Rachael E. Crider, RPA
Chief Deputy, Property Tax
Galveston County Tax Office
Office: 409-766-2476
Fax: 409-766-4561

From: Kim Minks [mailto:kminks@dhititle.com]
Sent: Tuesday, April 23, 2013 9:32 AM
To: Crider, Rachael; Dominick, LaTonya
Cc: Andrea K Raabe; Evans, Erma
Subject: RE: Galveston County 2011 Taxes

Thank you for your time this morning. Pursuant to our conversation, please accept this as a request from DR Horton to apply to the Commissioners to waive the penalty and interest on the properties not paid for 2011. It was never the intention of DR Horton to pay taxes on property not owned by them and there is still confusion on how the tax account numbers on property owned by Bay Colony West was ever included in the original payment application from DR Horton. I appreciate your work on clearing this and look forward to the refund information you are sending. Thank you again - Kim

We just moved! Please note our new address is: 10700 Pecan Park Boulevard, Suite 220 , Austin, Tx 78750

Kim Minks
DHI Title Regional Manager
10700 Pecan Park Boulevard, #220, Austin, Texas 78750
512-249-3965
DRH NET 83965
efax: 1-866-364-6750
Cell - 512-626-4010

The Right People - The Right Way

CONFIDENTIALITY NOTICE
The information contained in this facsimile or electronic message is confidential information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this facsimile message to the intended recipient, you are hereby notified that any dissemination or copying of this communication is strictly prohibited. If this message contains non-public personal information about any consumer or customer of the sender or intended recipient, you are further prohibited under penalty of law from using or disclosing the information to any third party by provisions of the federal Gramm-Leach-Bliley Act. If you have received this facsimile or electronic message in error, please immediately notify us by telephone and return or destroy the original message to assure that it is not read, copied, or distributed by others.

From: Crider, Rachael [mailto:Rachael.Crider@co.galveston.tx.us]
Sent: Tuesday, April 23, 2013 8:59 AM
To: Dominick, LaTonya; Kim Minks
Cc: Andrea K Raabe; Evans, Erma
Subject: RE: Galveston County 2011 Taxes

Good morning Ms. Minks,

I am going to jump in here to hopefully alleviate some of the confusion you may have. A duplicate payment is defined is our office as two separate payers submitting a payment for the same amount on a single account. The accounts with the duplicate payments were listed on the original spreadsheet submitted with D.R. Horton's payment. When a duplicate payment occurs, we are required to send a letter to each party that submitted a payment to notify them of the overpayment and requests that if they have paid the account in error to send the letter back requesting the refund. This is what happened on all but two of the accounts you have listed.

Because we received the letters back from D.R. Horton requesting the overpayment, refund checks were issued made payable to D.R. Horton, attention Katrece Raabe. There is no payments to be moved since that money was refunded back to DR Horton last year. We would be happy to send your case to Commissioner's to ask that the fees be refunded, however this was not an error on the part of the Tax Office since the original payment was posted to the accounts provided along with the check. The accounts you are requesting to have money transferred to was not on the original list provided with the check. I hope this helps, please let me know if you have any further questions.

Thank You,

Rachael F. Crider, RPA
Chief Deputy, Property Tax
Galveston County Tax Office
Office: 409-766-2476
Fax: 409-766-4561

From: Dominick, LaTonya
Sent: Monday, April 22, 2013 3:56 PM
To: Kim Minks
Cc: Crider, Rachael; Andrea K Raabe
Subject: RE: Galveston County 2011 Taxes

I available 8 to 5 Monday thru Friday.

You asked that I take the funds that were paid on "the Bay Colony" accounts and transfer them to other accounts that you found were not paid. The funds have already been refunded, therefore we have no funds to transfer. These are new accounts that you are asking about. They were never submitted on the original payment in 2011.

From: Kim Minks [mailto:kminks@dhititle.com]
Sent: Monday, April 22, 2013 3:39 PM
To: Dominick, LaTonya
Cc: Crider, Rachael; Andrea K Raabe
Subject: RE: Galveston County 2011 Taxes

I just you a message and I am sure DR Horton will be happy to send a letter asking for the $6.14 and $13.07 to be refunded to them. I am still unclear on the other accounts. It does not make sense that DR Horton would have sent

another entity's legal descriptions with their payment so I can only surmise that the attachments with DR Horton and Bay Colony West were some now mixed up back in 2011 at the tax office. If there was a duplicate payment on the DR Horton lots, they would not be charged penalty and interest for delinquent taxes at this time. I think that somehow, the attachments were mixed up and DR Horton was sent a letter telling them the taxes on their property were already paid when in fact, it was the taxes on the property owned by Bay Colony West that were paid. If this is the case, DR Horton was refunded money with a statement that taxes were paid when 2011 taxes were still due. Now they are being charged penalty and interest and that does not seem right. Please let me know if we need to schedule a call for all of us to speak together. Thank you - Kim

We just moved! Please note our new address is: 10700 Pecan Park Boulevard, Suite 220 , Austin, Tx 78750

Kim Minks
DHI Title Regional Manager
10700 Pecan Park Boulevard, #220, Austin, Texas 78750
512-249-3965
DRH NET 83965
efax: 1-866-364-6750
Cell - 512-626-4010

The Right People - The Right Way

CONFIDENTIALITY NOTICE
The information contained in this facsimile or electronic message is confidential information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this facsimile message to the intended recipient, you are hereby notified that any dissemination or copying of this communication is strictly prohibited. If this message contains non-public personal information about any consumer or customer of the sender or intended recipient, you are further prohibited under penalty of law from using or disclosing the information to any third party by provisions of the federal Gramm-Leach-Bliley Act. If you have received this facsimile or electronic message in error, please immediately notify us by telephone and return or destroy the original message to assure that it is not read, copied, or distributed by others.

From: Dominick, LaTonya [mailto:LaTonya.Dominick@co.galveston.tx.us]
Sent: Monday, April 22, 2013 11:11 AM
To: Kim Minks
Cc: Crider, Rachael; Andrea K Raabe
Subject: RE: Galveston County 2011 Taxes

Good Morning Kim,
On the two accounts in question, I will need a request from the original company (DR Horton) stating that they made an incorrect payment and the funds need to be moved or refunded.

The money on the other accounts was refunded because there was a duplicate payment. When a duplicate payment is made, letters are sent to both parties and the one that responds gets the refund. In this case, DR Horton received the refund leaving no money to be moved or refunded at this time. The tax office did not incorrectly return any money because DR Horton completed a refund request.

The tax office is not granted the authority to wave penalty and interest on accounts.

Please feel free to contact me if you need further assistance.

LaTonya Dominick
Property Tax Specialist
Galveston County Tax Office
latonya.dominick@co.galveston.tx.us
www.galcotax.com
409-766-2481
409-766-2479

000($13.07). Each account was noted of the refund check. There is no money to transfer. Please feel free to contact me if I can be of further assistance to you.

From: Kim Minks [mailto:kminks@dhititle.com]
Sent: Monday, April 08, 2013 5:21 PM
To: Dominick, LaTonya
Cc: Andrea K Raabe
Subject: RE: Galveston County 2011 Taxes

Move from: Property Owner: Bay Colony West Expansion 200 Ltd.

1365-1002-0006-000	$1,014.69
1365-1002-0007-000	$997.87
1365-1002-0008-000	$1,006.88
1365-1002-0009-000	$1,018.89
1365-1002-0010-000	$1,037.52
1365-1002-0011-000	$1,030.91
1365-1000-0001-000	$6.14
1365-1000-0002-000	$13.07

Move to: Property Owner: DR Horton

7246-4002-1008-000	$227.14
7247-2002-0002-000	$538.18
7247-2002-0001-000	$518.47
7247-2001-0015-000	$521.30
7248-3001-0042-000	$958.10
1387-0001-0030-000	$370.06
1387-0001-0109-000	$367.97
1387-0003-0021-000	$371.58
1387-0001-0014-000	$376.08
1383-2001-1038-000	$765.38
1387-0001-0033-000	$370.37
1387-0001-0034-000	$370.67
1387-0001-0035-000	$370.67

We just moved! Please note our new address is: 10700 Pecan Park Boulevard, Suite 220 , Austin, Tx 78750

Kim Minks
DHI Title Regional Manager
10700 Pecan Park Boulevard, #220, Austin, Texas 78750
512-249-3965
DRH NET 83965
efax: 1-866-364-6750
Cell - 512-626-4010

The Right People - The Right Way

CONFIDENTIALITY NOTICE
The information contained in this facsimile or electronic message is confidential information intended for the use of the individual or entity named above. If the reader of this

message is not the intended recipient, or an employee or agent responsible for delivering this facsimile message to the intended recipient, you are hereby notified that any dissemination or copying of this communication is strictly prohibited. If this message contains non-public personal information about any consumer or customer of the sender or intended recipient, you are further prohibited under penalty of law from using or disclosing the information to any third party by provisions of the federal Gramm-Leach-Bliley Act. If you have received this facsimile or electronic message in error, please immediately notify us by telephone and return or destroy the original message to assure that it is not read, copied, or distributed by others

From: Dominick, LaTonya [mailto:LaTonya.Dominick@co.galveston.tx.us]
Sent: Monday, April 08, 2013 4:50 PM
To: Kim Minks
Cc: Andrea K Raabe
Subject: RE: Galveston County 2011 Taxes

Please provide specific account numbers that you want money moved from and where you want it placed.

From: Kim Minks [mailto:kminks@dhititle.com]
Sent: Monday, April 08, 2013 4:43 PM
To: Dominick, LaTonya
Cc: Andrea K Raabe
Subject: RE: Galveston County 2011 Taxes

We want you to move the money from the accounts which are owned by Bay Colony West Expansion 200, Ltd. DR Horton did not pay for that developer and our funds should have never been applied to property not owned by DRHorton.

We just moved! Please note our new address is: 10700 Pecan Park Boulevard, Suite 220 , Austin, Tx 78750

Kim Minks
DHI Title Regional Manager
10700 Pecan Park Boulevard, #220, Austin, Texas 78750
512-249-3965
DRH NET 83965
efax: 1-866-364-6750
Cell - 512-626-4010

The Right People - The Right Way

CONFIDENTIALITY NOTICE
The information contained in this facsimile or electronic message is confidential information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this facsimile message to the intended recipient, you are hereby notified that any dissemination or copying of this communication is strictly prohibited. If this message contains non-public personal information about any consumer or customer of the sender or intended recipient, you are further prohibited under penalty of law from using or disclosing the information to any third party by provisions of the federal Gramm-Leach-Bliley Act. If you have received this facsimile or electronic message in error, please immediately notify us by telephone and return or destroy the original message to assure that it is not read, copied, or distributed by others

From: Dominick, LaTonya [mailto:LaTonya.Dominick@co.galveston.tx.us]
Sent: Monday, April 08, 2013 4:38 PM
To: Kim Minks
Cc: Andrea K Raabe
Subject: RE: Galveston County 2011 Taxes

We processed the payments according to information that was provided to us. *(That was a copy of what was sent to us.)* Please keep in mind that if we move money to cover this, we will have balances owed on some other accounts that DHI Title provided us with. What accounts do you want to move money from in order to pay these accounts?

LaTonya

From: Kim Minks [mailto:kminks@dhititle.com]
Sent: Thursday, April 04, 2013 3:58 PM
To: Dominick, LaTonya
Cc: Andrea K Raabe
Subject: Galveston County 2011 Taxes

I believe I have discovered the discrepancies in how the check from DRHorton in the amount of $52,176.24. Attached is the recon provided by DR Horton which shows the accounts highlighted in yellow which are not on the batch payment processing detail listing provided by Galveston County Tax Office.

The second sheet shows the accounts listed by Galveston County as being paid by this check but not on the list provided by DRH. Upon further research, these properties are owned by Bay Colony West Expansion 200, Ltd. I have listed the name of the owner and the street address associated with these account numbers.

The total amount of both the yellow highlighted ones on the DRHorton list and the ones shown on the Galveston list but not included in the DRH list both equal to $6125.97.

LaTonya – Please apply the $6,125.97 to the correct account numbers for DR Horton properties and let me know when it has been processed or send me a copy of the tax receipt. I need something in writing to provide to our insured homeowners.

Thanks to both of you for all you help in this and please let me know if anyone has any questions or if you need any additional information.

We just moved! Please note our new address is: 10700 Pecan Park Boulevard, Suite 220 , Austin, Tx 78750

Kim Minks
DHI Title Regional Manager
10700 Pecan Park Boulevard, #220, Austin, Texas 78750
512-249-3965
DRH NET 83965
efax: 1-866-364-6750
Cell - 512-626-4010

The Right People - The Right Way

CONFIDENTIALITY NOTICE
The information contained in this facsimile or electronic message is confidential information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this facsimile message to the intended recipient, you are hereby notified that any dissemination or copying of this communication is strictly prohibited. If this message contains non-public personal information about any consumer or customer of the sender or intended recipient, you are further prohibited under penalty of law from using or disclosing the information to any third party by provisions of the federal Gramm-Leach-Bliley Act. If you have received this facsimile or electronic message in error, please immediately notify us by telephone and return or destroy the original message to assure that it is not read, copied, or distributed by others.

AGENDA ITEM #29.a.5.

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Ryan Ellis
Deputy Chief of Staff
Technology and Process

Tyler Drummond
Deputy chief of Staff
Policy and Communications

Roxann Lewis
Executive Assistant

August 21, 2013

Dorothy Dickerson
2170 Santa Cruz
League City, Texas 77573

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account no. 6431-0003-0030-000

Dear Ms. Dickerson:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for September 17, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry dgm

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

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 5, 2013

Mark Henry, Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for refund of penalty & interest
Dorothy Dickerson
6431-0003-0030-000

Dear Judge Henry:

Texas Property Tax Code Section 1.08, **Timeliness of Action by Mail**, states "when a property owner is required by this title to make a payment or to file or deliver a report, application, statement, or other documentation or paper before a specified date, his action is timely if:

1. It is sent by regular first-class mail, properly addressed with postage prepaid; and
2. It bears a post office cancellation mark of a date earlier than the specified date and within the specified period of the property owner furnishes satisfactory proof that it was deposited in the mail before the specified date and within the specified period."

As you know, processes are being developed that are enabling us to intervene to avoid online banking issues. An Affidavit was prepared and has been accepted by Commissioners that provides for property owners to affirm that it was their intent and belief that funds were timely withdrawn or authorized to be withdrawn from their bank accounts for timely payment of property taxes. Ms. Dickerson's affidavit in included for your review.

I affirm that documentation necessary to support statements contained in the affidavits has been provided and is maintained in the files in my office. In addition to the affidavit, we were able to verify that CCISD accepted payment as timely.

Based on all available information, it is my recommendation that the refund be approved as indicated:

Name	Account Numbers	Year	Refund or Waiver	
Dorothy Dickerson	6431-0003-0030-000	2012	$192.41	Refund

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

June 28, 2012

Judge Mark Henry

722 Moody

Galveston, TX 77550

Dear Mr. Henry,

I am writing in reference to delinquent taxes in my name. I had scheduled the taxes to be paid on 1/31/12, through Bank of America, which I considered to be the postmark date. From the documentation I have received from GCTO they are showing a 2/2/12 payment date. I am including a print out from my online banking at Bank of America. According to the print out, payment was sent on 1/31. Please consider this information proof of postmark, therefore refunding the $192.41 I have paid in late taxes and penalty.

Thank You,

Dorothy Dickerson

2170 Santa Cruz

League City, TX 77573

832-221-9159

Acct # R515880

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

AFFIDAVIT OF AUTHORIZATION OF PAYMENT OF TAXES

Before me, the undersigned authority, this day personally appeared, Dorothy Dickerson, who under oath, deposes and says:

On 1/31/2012 (Date) at 8am (Time) am/pm, I authorized payment to the Galveston County Tax Office, in the amount of $2,557.45 (Amount of Authorized Payment) as shown on the financial institution documentation attached hereto. This authorization was for payment of ad valorem taxes due and owing on GCTO account indicated below:

6431-0003-0030-000

I, Dorothy Dickerson, being of sound mind and fully competent to make this affidavit, affirm, without equivocation, that the facts as related above are true and correct and are within my personal knowledge.

Signature of Affiant

8/12/13
Date Signed

MONIQUE JOHNSON
Notary Public, State of Texas
My Commission Expires
November 10, 2015

Signed and sworn before me, the undersigned Notary Public for the State of Texas on this the 12th day of August, 2013.

Notary Signature

Monique Johnson
Printed Name of Notary

DISCLAIMER: Completion of this affidavit does not guarantee approval by Commissioners Court of a request for waiver of penalty and interest.

View Payment

Quick Help

Use this page to view the details of a payment you've made. After a payment is processed, we provide a summary of how the payment was sent (electronically or by mail), when the funds were withdrawn from your account, a payment memo and whether it was sent with the payment, and when the payment was delivered to the Pay To account.

- What can I do?
- What do I need to know?
- What else can I do?

For more information, please browse our list of frequently asked questions.

Pay To	Amount	Pay From	Deliver By
GCTO Galv. County Taxes -0000	$2,557.45	Home-6119	02/02/2012

Confirmation Number: D7TN6-6BH7D

Payment check # **84322846** was sent to **GCTO** on **01/31/2012** and delivered on **02/02/2012**. Funds were withdrawn from your **Home-6119** account on **02/02/2012**. The payment was applied on **02/13/2012**.

If you have a question about this payment, click **Inquire About Payment** to send a message to customer service.

Inquire About Payment | Return to Previous Page

Bank of America, N.A. Member FDIC. Equal Housing Lender
© 2012 Bank of America Corporation. All rights reserved.

AGENDA ITEM #29.a.6.

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Ryan Ellis
Deputy Chief of Staff
Technology and Process

Tyler Drummond
Deputy chief of Staff
Policy and Communications

Roxann Lewis
Executive Assistant

August 21, 2013

Becky Jo Dunn
550 Manor Rd.
Maitland, Florida 32751-5760

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account no. 5911-0003-0002-000

Dear Mrs. Dunn:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for September 17, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry DGM

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

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 12, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for Refund of Penalty and Interest
Becky Jo Dunn
5911-0003-0002-000

Dear Judge Henry:

Texas Property Tax Code Section, 1.08 Timeliness of Action by Mail, states the following:

> "When a property owner is required by this title to make a payment or to file or deliver a report, application, statement, or other documentation or paper before a specified date, his action is timely If: (1) It is sent by regular first-class mail, properly addressed with postage prepaid; and; (2) It bears a post office cancellation mark of a date earlier than the specified date and within the specified period of the property owner furnishes satisfactory proof that it was deposited in the mail before the specified date and within the specified period."

The customer is requesting a waiver of penalty and interest as she states her payment was withdrawn from her bank account in December 3, 2012. We have made requests for the homeowner to provide documentation of such and as of today our records indicate no evidence has been submitted.

Account	Year	Amount of Refund
5911-0003-0002-000	2012	$ 61.34

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Gmail by Google

Becky Dunn <dunnbeckyjo@gmail.com>

Pointe West Property Taxes

1 message

Becky Dunn <dunnbeckyjo@gmail.com> Fri, May 24, 2013 at 2:32 PM
To: Becky Dunn <dunnbeckyjo@gmail.com>

RECEIVED
MAY 04 2013
COLLECTIONS

Cheryl E. Johnson,

Hello Ms. Johnson,

I was unable to get my letter to print up any other way so I am sending you the letter this way.

I have previously paid the 2012 Property Taxes on this property. According to my bank records and my statements, the bank sent this payment as an EFT on ~~January 21, 2013.~~ DEC. 03, 2013 This payment was actually deducted from my account.

I then received a notice from your office that this payment had not been made.
If I had not received any notice, I would have continued to believe this payment was made, especially the amount was out of my account.

I do not feel that I should be given a penalty because I did in good faith ~~think I had already paid.~~

I am sending the payment for $61.34 to your office but am hoping you will return this to me due to the above reason.

Also, last week I received a call from your office asking me to verify my mailing address. Our address has been the same since 1989 so I am unsure why there was an issue. I would have appreciated it if the caller would have mentioned there was some type of problem at that time since we were actually speaking to each other. I would have been happy to explain the situation at that time. The check was in the amount of $657.49.

Looking forward to hearing from you.

Rebecca Dunn

Rebecca H. Dunn (Richard M. Dunn)
5911-003-002-000
CAD ID: R426422
4114 Royal Tern Lane 77554

--
~ Becky Jo Dunn

Original EFT check sent 12/3/2012 for $657.49

Untitled - Message (HTML)

Message | Insert | Options | Format Text | Developer | Adobe PDF

Paste | Cut | Copy | Format Painter | Verdana | 12 | Address Book | Check Names | Attach File | Attach Item | Business Card | Calendar | Signature | Follow Up | High Importance | Low Importance | Spelling

Send

To... dunnbeckyjo@gmail.com

Cc... Cnder, Rachael;

Subject:

Good morning Ms. Dunn,

I am reviewing the information on your account per your written request but need additional information before submitting your request to Commissioners Court. Please give me a call at 409-766-2457 or provide me with a number where you can be reached.

Thank you,

Erma Evans, RTC

Office of Cheryl E. Johnson
Sr. Property Tax Specialist
Galveston County Tax Office
722 Moody-2nd Floor
Galveston, Texas 77550
409-766-2457 (Direct)
409-766-2481 (Main)
409-765-3239 (Fax)

"Don't wish it were easier, wish you were better. Don't wish for fewer problems, wish for more skills. Don't wish for less challenges, wish for more wisdom."
- Earl Shoaf

10:38am 6/18/13 Ms Dunn called & will email me a copy of Quick book & bank Statement for proof of payment submitted timely

4075391967

6/18/13 10:28 am

start | SnagIt/32 | Oracle App... | Appraisal &... | Microso... | Adobe Acr... | Microsoft E... | 10:28 AM

10:28:04AM 18-Jun-2013

Evans, Erma

From: Becky Dunn [dunnbeckyjo@gmail.com]
Sent: Monday, July 15, 2013 9:40 PM
To: Evans, Erma
Subject: Tax payment

Hello Erma,
My QuickBooks account showed the payment as cleared so that is why I thought it was paid. My bank said that the payment never sent even though it showed subtracted from our account. Bank refunded the money to our account since they did not send funds.
Thank you, Becky Dunn

Sent from my iPhone

6/18/13 Sent email requesting info. (info of initial payment sent via EFT)

7/5/13 Received email concerning documents provided are not readable.

AGENDA ITEM #29.a.7.

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Ryan Ellis
Deputy Chief of Staff
Technology and Process

Tyler Drummond
Deputy chief of Staff
Policy and Communications

Roxann Lewis
Executive Assistant

August 21, 2013

Jimmy Hampton
21957 Burrell Wingate Rd.
Beaumont, Texas 77705

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account no. 2906-0000-0011-000

Dear Mr. Hampton:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for September 17, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry DGM

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

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 12, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty & Interest
2906-0000-0011-000/R398729
Jimmy Hampton

Dear Judge Henry:

Mr. Hampton states in 2012 he moved from Beaumont to Fannett, Texas. Due to some unforeseen circumstance, some of his mail was forwarded and some was not.

According to the Texas Property Tax Code Section 31.01(g) "...failure to send or receive the tax bill required by this section 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."

Years	Waiver/Refund
2012	$1,220.27 (Waiver)
2012	$861.77(Refund)

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Martinez, Dianna

From: Henry, Mark
Sent: Friday, July 19, 2013 3:07 PM
To: Lewis, Roxann; Martinez, Dianna
Subject: FW: Property Taxes - Jimmy Hampton

Follow Up Flag: Follow up
Flag Status: Flagged

From: Hampton, Jimmy [mailto:Jimmy.Hampton@sncl.us]
Sent: Friday, July 19, 2013 2:48 PM
To: Henry, Mark
Subject: Property Taxes - Jimmy Hampton

Dear Judge Henry,

My name is Jimmy Hampton and my family has a home in Crystal Beach, TX. I am writing you to request leniency regarding penalties for our property taxes not being paid in a timely manner consistent with the schedule of the tax office.
The reason that our taxes were not paid on time is that we moved in 2012 from Beaumont, TX to Fannett, TX. Although we completed the US Postal Service forms to have our mail forwarded to our new mailing address, some mail was forwarded and some was not. And quite honestly, as might be common in changing residences, some things were displaced during the move and setup at the new address.

I have paid the base property tax in the amount of $2933.36. However, I am writing to you plead for leniency in the penalty amount of $1220.27.

Also, I have downloaded and mailed the appropriate mailing address change form to the county.

Thank you very much for considering this request.

Sincerely,

Jimmy Hampton
Mailing address:
21957 Burrell Wingate Rd.
Beaumont, TX 77705
(409) 658-3247

Galveston County Property Address:
1149 Island Blvd.
Bolivar, TX 77650

Galveston County Tax Office Account #2906-0000-0011-000

NOTES -- Account No. 290600000011000

CRIDER_R
ACTNOTES v1.10

08/12/2013 09:25:08
GCTO_PROD

Account Number 290600000011000

Seq No.	Entry Date	Operator ID	Note	Msg	Expire Date
31545728	05/16/2013	STMT1417818	2012 33.07 NOTICE MAILED / MAILED TO: HAMPTON JIMMY	STMT	
30881151	03/11/2013	BATCH_REQU	2012 DELINQUENT POSTCARD REMINDER		01/01/2099
27760635	07/11/2012	REPORT_MAN	REFCHK: #103090 2012/07/11 $8.00 TO: HAMPTON JIMMY 8049	RFND	
18960671	10/20/2010	STMT930793	2010 STATEMENT FILE 2-5 / MAILED TO: HAMPTON JIMMY	STMT	
17822836	09/13/2010	REPORT_MAN	REFCHK: #77886 2010/09/13 $389.82 TO: HAMPTON JIMMY 8049	RFND	
17289232	06/15/2010	HENDERSON_	REFUND LETTER GENERATED FOR HAMPTON JIMMY. ACCOUNT NO: 290(	LG	
17254301	06/08/2010	PERKETTM	REFUND LETTER GENERATED FOR HAMPTON JIMMY. ACCOUNT NO: 290(	LG	
14835845	11/09/2009	STMT763164	2009 STATEMENT MAILED TO OWNER / MAILED TO: HAMPTON JIMMY	STMT	

Save | Add | Delete | View Note | Print Window | Close Window

CHERYL E. JOHNSON, RTA
Galveston County Tax Assessor Collector
722 Moody, Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

ACCOUNT #: 290600000011000
CAD #: R398729

2012 Consolidated Tax Statement

Property Location: 1249 ISLAND BLVD 77650
Acreage .2620
Legal Description:
ABST 179 J SHAW SUR LOT 11 CRYSTAL CANALS SEC 2

D06465000008209 -2

HAMPTON JIMMY
8049 GLADYS AVE # 4
BEAUMONT TX 77706

Appraised Land Value:		$59,300
Improvements/Personal Property Value:	+	$90,120
Total Market Value:		$149,420
Homestead Cap Adjustment:		
MTG/Agent:		
Sales Tax Savings:		
Assessment Ratio:	100%	

Entity	Market Value -	Exemptions =	Taxable Value ÷ 100	x Tax Rate	= Total Taxes
GALVESTON CO	$149,420	$0	$149,420	.59991500	$896.39
ROAD & FLOOD	$149,420	$0	$149,420	.00885500	$13.23
GALVESTON ISD	$149,420	$0	$149,420	1.1650000	$1,740.74
GALVESTON COMM COLLEGE DIST	$149,420	$0	$149,420	.18940000	$283.00

TOTAL 2012 TAXES ***(may include rendition penalty or reflect applied escrow payment if applicable):*** **$2,933.36**

CURRENT EXEMPTIONS:

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 *(depending on the county where located).*

PAYMENT OPTIONS*

*Please contact your mortgage company before participating in split/half or quarterly payment plans – your deed of trust may not allow it

1. Payment in Full *(by month)* Due by January 31, 2013

Month	2012 Taxes	Delinquent	Total Due	Month	2012 Taxes	Delinquent	Total Due
If paid in October	$2,933.36	$.00	**$2,933.36**	If paid in January	$2,933.36	$.00	**$2,933.36**
If paid in November	$2,933.36	$.00	**$2,933.36**	If paid in February	$3,138.70	$.00	**$3,138.70**
If paid in December	$2,933.36	$.00	**$2,933.36**	**Delinquent taxes are due for tax years:** 0000 - 0000			

2. Split Payment Plan with First Half Due by November 30, 2012 *(except for Non-Split Entities)*

Entity	Amount Due
GALVESTON CO	$896.39
ROAD & FLOOD	$13.23
GALVESTON ISD	$1,740.74
GALVESTON COMM COLLEGE DIST	$283.00
1ST payment due by November 30, 2012:	**$1,466.68**
2ND payment due by June 30, 2013:	**$1,466.68**

This payment option allows 2012 taxes (shown at left) to be paid in two equal installments – ***without penalty and interest*** – if proper amounts are paid by deadlines.

Not all governments offer split/half pay and *full payment of their portion is required* by January 31, 2013. Those entities with required amounts due are shown below:

Non-Split/Half Pay Entity Due by January 31, 2013

Total Due January 31, 2013: **$.00**

A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homestead and may also apply to defer or delay payment. If you qualify, amounts will be listed in the boxes below. Remaining coupons will be mailed by March 1.

3. Over 65 & Disabled Person Payment Plan with First Quarter Due by January 31, 2013 *(must qualify)*

Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount
January 31, 2013		April 1, 2013		May 31, 2013		July 31, 2013	

Please return this coupon with check, money order or cashier's check payable to GCTO in the enclosed envelope.
Credit card checks not accepted! A $25.00 fee will be charged for all returned checks.

ACCOUNT #: 2906-0000-0011-000
CAD #: R398729

HAMPTON JIMMY
8049 GLADYS AVE # 4
BEAUMONT TX 77706

- ☐ A change of address or other information included on back of coupon!
- ☐ First half split payment by November 30, 2012
- ☐ Payment in full by January 31, 2013
- ☐ O65/DP ¼ payment by January 31, 2013
- ☐ Please mail postcard receipt

000D06465000000001016417010 2

00000R398729 0000293336 0000146668 0000000000 0000000000 8

2013
R398729

07/31/2013

Current Owner	Legal Description	Exemptions	Market
HAMPTON, JIMMY (O530665) 8049 GLADYS AVE # 4 BEAUMONT,TX 77706	ABST 179 J SHAW SUR LOT 11 CRYSTAL CANALS SEC 2		149,420
		Entities	**Assessed**
		GGA, J01, RFL, S10, F02	149,420

Situs Address

1249 ISLAND BLVD
CRYSTAL BEACH, TX 77650

Sales

Date	Volume	Page	Seller Name
12/21/2007	2007081165		STONE, JERRY R & CHERYL E
	2004073669		MCCOY, JAMES M & KAREN L
	2000033095	014-69-2175	MATTHEWS, JAMES L SR &

History Information

	2012	2011	2010	2009
Imp HS	$90,120	$67,970	$67,970	$49,670
Imp NHS	$0	$0	$0	$0
Land HS	$59,300	$30,070	$30,070	$30,070
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	-	-	-	-
Assessed	$149,420	$98,040	$98,040	$79,740

Building Attributes

Construction	Foundation	Exterior	Interior	Roof	Flooring
SFC	WPL	WF	SR	GA-CS	CP-VI
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**
CH-CA	2		2001	3	

Land Segments

SPTB	Description	Area	Market	Ag Value
A1	Canal	7400F	59,200	0
A1	Underwater	4000F	100	0

Improvements

Type	Description	Area	Year Built	Eff Year	Value
R	Residential				$90,120
MA	Main Area	900	2001	2001	$62,530
EP	Enclosed Porch	240	2001	2001	$7,500
ST	Storage	200	2001	2001	$4,690
CP4	Concrete	940	2001	2001	$3,270
FBH	Metal Or Frame Boat H	299	2001	2001	$3,340
BD1	Light Boat Dock-residen	115	2001	2001	$2,280
BD1	Light Boat Dock-residen	253	2001	2001	$5,010
HO	Hoist/ev 1500		2001	2001	$1,500

AGENDA ITEM #29.a.8.

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Ryan Ellis
Deputy Chief of Staff
Technology and Process

Tyler Drummond
Deputy chief of Staff
Policy and Communications

Roxann Lewis
Executive Assistant

August 21, 2013

Gulf Regional Services
c/o L. Humphrey
P.O. Box 8563
Huntsville, Texas 77340-8563

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on 13 multiple accounts

Dear L. Humphrey:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for September 17, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry DGM

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

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

July 23, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty and Interest
Gulf Regional Services c/o L. Humphrey
13 accounts

Dear Judge Henry:

The property owner states she realizes her payment was submitted late however she is requesting her fees to be waived.

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 Central Appraisal District.

Account	Year	Amount of Waiver/Refund
1105-0000-0039-000	2012	$74.13
8400-0034-0011-005		19.49
8400-0034-0012-005		5.98
8400-0034-0015-012		6.99
8400-0034-0017-003		5.17
8400-0034-0005-003		5.04
8400-0034-0006-003		5.04
8400-0034-0007-003		5.04
8400-0034-0009-005		19.49
8400-0034-0010-005		19.49
8400-0034-0004-003		5.17
8400-0034-0002-003		5.17
8400-0034-0001-005		19.49
Total		***$ 195.69***

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

110500000039000	644.29
840000340011005	169.40
840000340012005	51.96
840000340015012	60.78
840000340017003	44.85
840000340005003	43.77
840000340006003	43.77
840000340007003	43.77
840000340009005	169.40
840000340010005	169.40
840000340004003	44.85
840000340002003	44.85
840000340001005	169.40

I am the one that called in a panic on 7-3-13 when I found these in the to pay in JULY. I've never done 1/2 payment before. I think the P+I is correct. I will be writing letter to commissioners Court to ask for "forgiveness" on fees.

Thank You & Sorry

L Humphrey
7-5-13

RECEIVED
JUL 19 2013
COLLECTIONS

FROM PO Box 8563
77340

NORTH HOUSTON TX

Justice FOREVER

Liberty FOREVER

E
GE
P

CHERYL E. JOHNSON
ASSESSOR AND COLLECTOR OF TAXES
COUNTY OF GALVESTON
P.O. BOX 1169
GALVESTON, TEXAS 77553

IMPORTANT!
BUSINESS REPLY MAIL

AGENDA ITEM #29.a.9.

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

July 22, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty & Interest
Eldrege Langlinais
3510-0092-1002-001 3510-0092-1005-000

Dear Judge Henry:

The property owner is requesting a waiver or refund of penalty and interest and states due to his age and health issue he is unable to pay taxes. He states he is on a limited income and is not able work due to health issues.

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 Central Appraisal District.

Account	Year	Waiver/Refund
3510-0092-1002-001	2010	$ 696.97 / 150.50
	2011	659.60
	2012	179.90
3510-0092-1005-000	2009	$ 10.77 / 386.46
	2010	328.55
	2011	259.27
	2012	70.60

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

RECEIVED
JUL 01 2013
GALVESTON COUNTY JUDGE

June 25, 2013

Dear Judge Mark Henry,
I am a 73 year old resident of Galveston. I moved here in 1978 and worked as a full time Realtor 27 years, and for Galveston College part time. I was forced to retire because of health reasons in 2005. My last stroke was this past Thanksgiving Day, and my health problems and costs have depleted my savings and funds, and I am not able to work. I am also told that I have an annurism near my heart. I now live in a modest home at 1015 9th Street, and I am on a very limited income.

I am writing about the taxes on two properties that I purchased many years ago when I was able to work successfully. I was unable to pay the taxes on these properties for several years, and the main reason was because I just didn't have the money. For years I had hopes of getting better and going back to work, which never happened, and never will. I have really hoped that they would sell, and both of these properties have been on the market for sale for several years, but have not sold, even with drastic reduction in asking price.

Recently I paid off the amount of taxes levied on both properties, which came to over $6,000. I did not pay the interest or penalties because I just did not have the funds.

With my health costs, limited income, and inability to work, I am asking that these costs be removed and adjusted. However, I did pay the tax amount that I was originally billed for.

I regret having to ask for this. It's very sad and discouraging when the elderly cannot work, and have lost their entire life savings. However, my many years here in Galveston, for the most part, have been great. It's a wonderful place in which to live. Thank you very much for your time and consideration.
Sincerely,

Eldrege Langlinais

Eldrege Langlinais
1015 9th Street, Galveston, Tx. 77550, 409-765-6677

The two properties I am writing about:

1. 2317 Avenue P. (Bernardo de Galvez) Galveston
   Account #3510-0092-1002-001

2. 2307 Avenue P. Galveston (vacant lot)
   Account #3510-0092-1005-000

UTMB
The University of Texas Medical Branch
[redacted]

ELDREGE LANGLINAIS
1015 9TH ST
GALVESTON TX 77550-6206

One of my many medical charges

Important Message

Thank you for choosing The University of Texas Medical Branch for your health care needs. This bill is for the dates of service listed. Other dates of service will be billed separately.

Medicare and/or your secondary insurance has processed your claim for the services listed. You are responsible for paying the balance of $1,291.88 . You may pay your bill via mail, using the coupon below to ensure proper credit. You may also pay on our secure web site at www.utmb.edu/hpfs

If you have any questions, you may contact us at the numbers or web site listed below.

www.utmb.edu/hpfs

Account Summary

Patient Name:	Langlinais ,Eldrege
Statement Date:	04/29/13
Service Date(s):	08/16/12
Account Number:	[redacted]
Due Date :	05/24/13

Charge Summary

Total Charges:	$49,913.35
Balance Forward:	$.00
Insurance Pending:	$.00
Payments/Adjustments:	$48,621.47-
You Owe:	$1,291.88

See Back for Details on Charges

Insurance Information

Ins. 1: MEDICARE PART B
Ins. 2:
Ins. 3:
Ins. 4:

Contact Us

For questions, call customer service at:
(800) 435-1871 or at (409) 747-1099
Monday thru Friday between 9:00AM to 4:00PM
(excluding state holidays)

For billing disputes contact our customer service at 800-435-1871 or 409-747-1099. If you are unable to resolve a billing dispute with UTMB, you have the right to file a complaint with the Texas Department of State Health Services at 1100 W. 49th Street Austin, Texas 78756 or by phone at 888-963-7111 or 512-458-7111.

Please Note: Your physician will bill separately for professional services.

UTMB
The University of Texas Medical Branch
301 University Blvd RT 1076 ~ Galveston TX 77555-1076

☐ Check box if your address or insurance information has changed. Please make changes on back.

00003789 002 0.72
ELDREGE LANGLINAIS
1015 9TH ST
GALVESTON TX 77550-6206

Account Number: [redacted]	You Owe $1,291.88
Patient Name: Langlinais ,Eldrege	Due By: 05/24/13
☐ VISA ☐ MasterCard ☐ DISC VER ☐ AMERICAN EXPRESS	
Card Number:	CVV2 No:* / Exp. Date:
Signature:	Amount Paid:

* The CVV2 Number is the last 3 digits on the back of your credit card, by your signature

If you choose, you may pay your bill online at:
www.utmb.edu/hpfs

UTMB AT GALVESTON
P.O. BOX 4295
HOUSTON, TX 77210-4786

0003000167351300001291882

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

July 22, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty & Interest
Eldrege Langlinais
3510-0092-1002-001 3510-0092-1005-000

Dear Judge Henry:

The property owner is requesting a waiver or refund of penalty and interest and states due to his age and health issue he is unable to pay taxes. He states he is on a limited income and is not able work due to health issues.

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 Central Appraisal District.

Account	Year	Waiver/Refund
3510-0092-1002-001	2010	$ 696.97 / 150.50
	2011	659.60
	2012	179.90
3510-0092-1005-000	2009	$ 10.77 / 386.46
	2010	328.55
	2011	259.27
	2012	70.60

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

RECEIVED
JUL 01 2013
GALVESTON COUNTY JUDGE

June 25, 2013

Dear Judge Mark Henry,
I am a 73 year old resident of Galveston. I moved here in 1978 and worked as a full time Realtor 27 years, and for Galveston College part time. I was forced to retire because of health reasons in 2005. My last stroke was this past Thanksgiving Day, and my health problems and costs have depleted my savings and funds, and I am not able to work. I am also told that I have an annurism near my heart. I now live in a modest home at 1015 9th Street, and I am on a very limited income.

I am writing about the taxes on two properties that I purchased many years ago when I was able to work successfully. I was unable to pay the taxes on these properties for several years, and the main reason was because I just didn't have the money. For years I had hopes of getting better and going back to work, which never happened, and never will. I have really hoped that they would sell, and both of these properties have been on the market for sale for several years, but have not sold, even with drastic reduction in asking price.

Recently I paid off the amount of taxes levied on both properties, which came to over $6,000. I did not pay the interest or penalties because I just did not have the funds.

With my health costs, limited income, and inability to work, I am asking that these costs be removed and adjusted. However, I did pay the tax amount that I was originally billed for.

I regret having to ask for this. It's very sad and discouraging when the elderly cannot work, and have lost their entire life savings. However, my many years here in Galveston, for the most part, have been great. It's a wonderful place in which to live. Thank you very much for your time and consideration.
Sincerely,

Eldrege Langlinais

Eldrege Langlinais
1015 9th Street, Galveston, Tx. 77550, 409-765-6677

The two properties I am writing about:

1. 2317 Avenue P. (Bernardo de Galvez) Galveston
   Account #3510-0092-1002-001

2. 2307 Avenue P. Galveston (vacant lot)
   Account #3510-0092-1005-000

UTMB
The University of Texas Medical Branch
[redacted]

ELDREGE LANGLINAIS
1015 9TH ST
GALVESTON TX 77550-6206

One of my many medical charges

Important Message

Thank you for choosing The University of Texas Medical Branch for your health care needs. This bill is for the dates of service listed. Other dates of service will be billed separately.

Medicare and/or your secondary insurance has processed your claim for the services listed. You are responsible for paying the balance of $1,291.88 . You may pay your bill via mail, using the coupon below to ensure proper credit. You may also pay on our secure web site at www.utmb.edu/hpfs

If you have any questions, you may contact us at the numbers or web site listed below.

www.utmb.edu/hpfs

Account Summary

Patient Name:	Langlinais ,Eldrege
Statement Date:	04/29/13
Service Date(s):	08/16/12
Account Number:	[redacted]
Due Date :	05/24/13

Charge Summary

Total Charges:	$49,913.35
Balance Forward:	$.00
Insurance Pending:	$.00
Payments/Adjustments:	$48,621.47-
You Owe:	$1,291.88

See Back for Details on Charges

Insurance Information

Ins. 1: MEDICARE PART B
Ins. 2:
Ins. 3:
Ins. 4:

Contact Us

For questions, call customer service at:
(800) 435-1871 or at (409) 747-1099
Monday thru Friday between 9:00AM to 4:00PM
(excluding state holidays)

For billing disputes contact our customer service at 800-435-1871 or 409-747-1099. If you are unable to resolve a billing dispute with UTMB, you have the right to file a complaint with the Texas Department of State Health Services at 1100 W. 49th Street Austin, Texas 78756 or by phone at 888-963-7111 or 512-458-7111.

Please Note: Your physician will bill separately for professional services.

UTMB
The University of Texas Medical Branch
301 University Blvd RT 1076 ~ Galveston TX 77555-1076

☐ Check box if your address or insurance information has changed. Please make changes on back.

00003789 002 0.72
ELDREGE LANGLINAIS
1015 9TH ST
GALVESTON TX 77550-6206

Account Number: [redacted]	You Owe $1,291.88
Patient Name: Langlinais ,Eldrege	Due By: 05/24/13
☐ VISA ☐ MasterCard ☐ DISC VER ☐ AMERICAN EXPRESS	
Card Number:	CVV2 No:* / Exp. Date:
Signature:	Amount Paid:

* The CVV2 Number is the last 3 digits on the back of your credit card, by your signature

If you choose, you may pay your bill online at:
www.utmb.edu/hpfs

UTMB AT GALVESTON
P.O. BOX 4295
HOUSTON, TX 77210-4786

0003000167351300001291882

September 4, 2013

RECEIVED
SEP 09 2013
GALVESTON COUNTY JUDGE

Judge Mark Henry
Galveston County

Dear Judge Henry,
I did receive your letter advising me of the meeting of the Commissioners Court on September 17th. However, due to my health, I will be unable to attend this meeting, and I'm sure that it would be to my advantage to be there. Thank you for letting me know.

When I originally wrote to you, I had just paid my taxes, that I was originally billed for. My letter to you was to help me with penalties and interest. All I had left to pay was penalty and interest. However, I was not aware that the computers of the tax office did not credit my payments where I had intended them to be credited. Therefore, it looked like I still owed original taxes. After finding this out, I borrowed money from my brother, and I recently paid off everything still charged to me. I am enclosing my receipts.

Also, the tax office had my wrong address, and statements were sent elsewhere. I have now corrected this problem. I am only asking for assistance with my penalties and interest. I am now 74 years old, have serious health issues, am unable to work, and my monthly social security check is only $690.
Thank you for your consideration and time.

Eldrege Langlinais

Eldrege Langlinais
1015 9th St. (Up)
Galveston, Tx 77550

payments made recently

LANGLINAIS ELDREGE
1015 9TH ST
GALVESTON , TX 77550-6206

DUPLICATE TAX RECEIPT

On both properties

CHERYL E. JOHNSON, RTA
TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550

Certified Owner:

LANGLINAIS ELDREGE
1015 9TH ST
GALVESTON , TX 77550-6206

Legal Description:

ABST 628 PAGE 121 N 86.67 FT OF LOT 2 &
NW PT OF LOT 3 (1002-1) NE BLK 92
GALVESTON OUTLOTS

Parcel Address: 2317 BERNARDO DE GALVEZ
Legal Acres: 0.1490

Remit Seq No: 23734357
Receipt Date: 08/30/2013
Deposit Date: 08/30/2013
Print Date: 08/30/2013
Printed By: MURRAY_M

Deposit No: 761083013P
Validation No: 900000028826315
Account No: 3510-0092-1002-001
Operator Code: COOK_O

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2010	Galveston Co	32,710	0.619750	166.21	71.47	47.54	285.22
2010	Road & Flood	32,710	0.009000	2.40	1.03	0.69	4.12
2010	Galveston Isd	55,014	1.165000	435.06	187.08	124.43	746.57
2010	Galv City	65,014	0.554000	249.54	107.30	71.37	428.21
2010	Galveston Coll	70,014	0.189475	108.77	46.77	31.11	186.65
2010	Navig Dist #1	70,014	0.048809	28.02	12.05	8.01	48.08
				$990.00	$425.70	$283.15	$1,698.85

Check Number(s):
1105

PAYMENT TYPE:
Checks: $1,698.85

Exemptions on this property:

OVER 65
HOMESTEAD

Total Applied: $1,698.85

Change Paid: $0.00

ACCOUNT PAID IN FULL

PAYER:
LANGLINAIS ELDREGE
1015 9TH ST
GALVESTON , TX 77550-6206

DUPLICATE TAX RECEIPT

CHERYL E. JOHNSON, RTA
TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550

Certified Owner:

LANGLINAIS ELDREGE
1015 9TH ST
GALVESTON , TX 77550-6206

Legal Description:

ABST 628 PAGE 121 LOT 5 & N 1/2 OF ADJ
ALLEY NE BLK 92 GALVESTON OUTLOTS

Parcel Address: 2307 BERNARDO DE GALVEZ
Legal Acres: 0.1270

Remit Seq No: 23734357
Receipt Date: 08/30/2013
Deposit Date: 08/30/2013
Print Date: 08/30/2013
Printed By: MURRAY_M

Deposit No: 761083013P
Validation No: 900000028826315
Account No: 3510-0092-1005-000
Operator Code: COOK_O

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2009	Galveston Co	18,360	0.618600	3.04	1.67	0.94	5.65
2009	Road & Flood	18,360	0.011400	0.05	0.03	0.02	0.10
2009	Galveston Isd	18,360	1.165000	5.71	3.14	1.77	10.62
2009	Galv City	18,360	0.554000	2.72	1.50	0.84	5.06
2009	Galveston Coll	18,360	0.190000	0.94	0.52	0.29	1.75
2009	Navig Dist #1	18,360	0.047970	0.23	0.13	0.07	0.43
2008	Galveston Co	18,360	0.558600	102.56	68.72	34.26	205.54
2008	Road & Flood	18,360	0.011400	2.09	1.40	0.70	4.19
2008	Galveston Isd	18,360	1.165000	213.89	143.31	71.44	428.64
2008	Galv City	18,360	0.494000	90.70	60.77	30.29	181.76
2008	Galveston Coll	18,360	0.170000	31.21	20.91	10.42	62.54
2008	Navig Dist #1	18,360	0.032019	5.88	3.94	1.96	11.78
2007	Galveston Co	18,360	0.568600	24.53	19.38	8.78	52.69
2007	Road & Flood	18,360	0.011400	0.50	0.40	0.18	1.08
2007	Galveston Isd	18,360	1.175000	50.71	40.06	18.15	108.92
2007	Galv City	18,360	0.494000	21.33	16.85	7.64	45.82

Check Number(s):
1105

PAYMENT TYPE:
Checks: $1,145.39

Exemptions on this property:

Total Applied: $1,145.39

Change Paid: $0.00

ACCOUNT PAID IN FULL

PAYER:
LANGLINAIS ELDREGE
1015 9TH ST
GALVESTON , TX 77550-6206

DUPLICATE TAX RECEIPT

CHERYL E. JOHNSON, RTA
TAX ASSESSOR-COLLECTOR
722 Moody
Galveston, TX 77550

Certified Owner:

LANGLINAIS ELDREGE
1015 9TH ST
GALVESTON , TX 77550-6206

Legal Description:
ABST 628 PAGE 121 LOT 5 & N 1/2 OF ADJ
ALLEY NE BLK 92 GALVESTON OUTLOTS

Parcel Address: 2307 BERNARDO DE GALVEZ
Legal Acres: 0.1270

Remit Seq No: 23734357
Receipt Date: 08/30/2013
Deposit Date: 08/30/2013
Print Date: 08/30/2013
Printed By: MURRAY_M

Deposit No: 761083013P
Validation No: 900000028826315
Account No: 3510-0092-1005-000
Operator Code: COOK_O

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2007	Galveston Coll	18,360	0.170000	7.34	5.80	2.63	15.77
2007	Navig Dist #1	18,360	0.033030	1.42	1.12	0.51	3.05
				$564.85	$389.65	$190.89	$1,145.39

Check Number(s):
1105

PAYMENT TYPE:
Checks: $1,145.39

Exemptions on this property:

Total Applied: $1,145.39

Change Paid: $0.00

ACCOUNT PAID IN FULL

PAYER:
LANGLINAIS ELDREGE
1015 9TH ST
GALVESTON , TX 77550-6206

AGENDA ITEM #29.a.10.

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

June 17, 2013

Mark Henry, Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for waiver of penalty & interest
Account: 1836-0000-0007-000
Smith, Paul E.

Dear Judge Henry:

Texas Property Tax Code Section 1.08, **Timeliness of Action by Mail**, states "when a property owner is required by this title to make a payment or to file or deliver a report, application, statement, or other documentation or paper before a specified date, his action is timely if:

1. It is sent by regular first-class mail, properly addressed with postage prepaid; and
2. It bears a post office cancellation mark of a date earlier than the specified date and within the specified period of the property owner furnishes satisfactory proof that it was deposited in the mail before the specified date and within the specified period."

The customer is requesting waiver of penalty and interest for the year 2012 and states he mailed the payment and the check did not clear his bank. The customer has provided evidence showing he attempted to pay in a timely manner.

Account Numbers	Year	Refund
1836-0000-0007-000	2012	$ 1,147.40

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson

Paul E. Smith
4141 Milton
Houston TX 77005

March 8, 2013

RECEIVED
MAR 13 2013

Cheryl E. Johnson, TRA
Tax Assessor-Collector
722 Moody
Galveston, TX 77550

Re: Acct 1836-0000-0007-000 4032 Biscayne Beach, Port Bolivar TX

To Whom It May Concern

I recently received a postcard from your office indicating that my 2012 property tax bill was outstanding. Upon receipt of your notice, I checked my records on this matter. Please note the following:

- I mailed check #7030 on 12/27/2012 in the amount of $12,304.77 payable to GCTO to pay this bill
- Attached is a copy of my carbon copy of check #7030 for your reference

Apparently, my letter and check were somehow lost and your office did not ever receive this check. I checked with my bank and this check has not cleared my account. I have contacted my bank and asked them to cancel/stop this check.

In order to resolve this matter, I have attached check #7035 in the amount of $12,304.77 to pay the property taxes. I request that your office waive the penalty applied to my account based upon the explanation and documentation provided that indicated I did make the payment prior to final due date. Please note I have consistently paid my property taxes on 2 separate parcels owned in Galveston County without incident.

Please forward this letter to Commissioner's Court in order to request the waiver of the late payment penalty if necessary.

Feel free to call me office in order to discuss this matter further. Thank you in advance for your cooperation and assistance on this matter.

Sincerely,

Paul E Smith
Work 713.528.1245
E-mail: pes.mos@sbcglobal.net

Crider, Rachael

From: Paul Smith [pes.mos@sbcglobal.net]
Sent: Wednesday, August 28, 2013 2:23 PM
To: Crider, Rachael
Subject: gcad r419977
Attachments: IMG_20130828_0002.pdf

Rachael -

good visiting with you today.

in response to our conversation and your request for transaction history, I have attached a PDF file that contains the following:

- bank printout showing that check 7030 has not ever cleared the account
- bank printout with images of checks written before and after check 7030 to further show check was written but did not clear

please present this information as soon as possible to complete the appeal of penalty and interest for the property taxes

let me know if any problems or questions on this matter and thank you in advance for your cooperation and assistance.

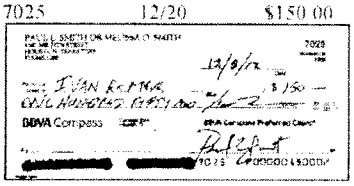
I am very anxious to get this matter settled

all the best,
paul e smith
cell 713-480-7385

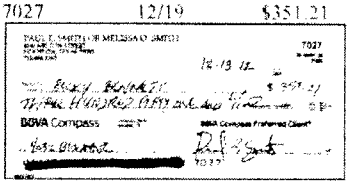
BBVA Compass

17

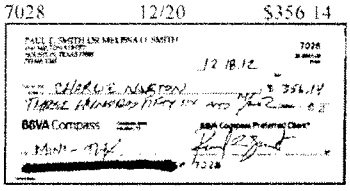
7025 12/20 $150.00



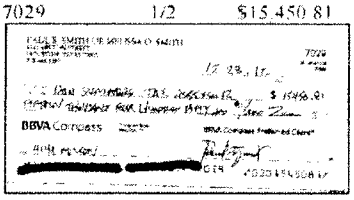
7027 12/19 $351.21



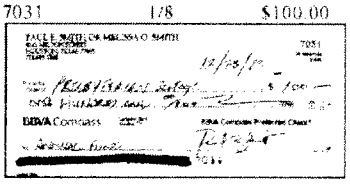
7028 12/20 $356.14



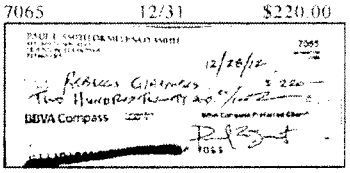
7029 1/2 $15,450.81



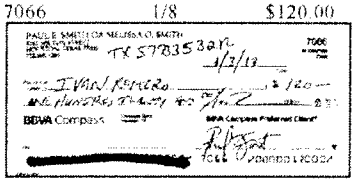
7031 1/8 $100.00



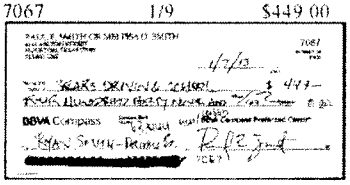
7065 12/31 $220.00



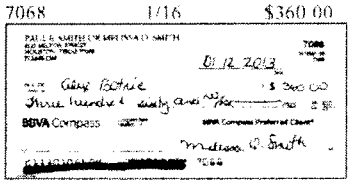
7066 1/8 $120.00



7067 1/9 $449.00



7068 1/16 $360.00



Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Ryan Ellis
Deputy Chief of Staff
Technology and Process

Tyler Drummond
Deputy chief of Staff
Policy and Communications

Roxann Lewis
Executive Assistant

August 29, 2013

Paul E. Smith
4141 Milton
Houston, Texas 77005

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 1836-0000-0007-000.

Dear Mr. Smith:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for September 17, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

MH/dgm

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

AGENDA ITEM #29.b.1.

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 13, 2013

Mark Henry
Galveston County Judge
722 Moody Street
Galveston, Texas 77550

RE: Request for Refund of Penalty & Interest Due to Clerical Error
6240-0001-0001-001
Layton White

Dear Judge Henry:

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver of penalty and interest on the following accounts for the above referenced property owner, due to a clerical error.

The Galveston Central Appraisal District recently discovered an incorrect property regarding the above-referenced account. They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property.

The Galveston Central Appraisal District states they did not correct the mailing address for the above referenced property for 2010 and 2011.

Account	Year	Amount of Refund
6240-0010-0001-001	2010	$205.88
	2011	163.96
	Total	$369.84

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

9850 Emmett F Lowry Expressway Ste. A Texas City, Texas 77591
Telephone: (409) 935-1980 or toll free (866) 277-4725
Fax: (409) 935-4319

August 1, 2013

Galveston County Tax Office
P.O. Box 1169
Galveston, Texas 77553-1169

Re: Tax Account(s) 6240-0010-0001-001 / R525527

Dear Assessor/Collector:

The Galveston Central Appraisal District is issuing a change authorization and/or a supplemental roll correction on the above-referenced property record(s). Delinquent taxes, penalties and interest may have resulted from this correction or clerical error. The selected item below describes the nature of the circumstances regarding this matter.

- ☐ Late ownership update
- ☑ Incorrect ownership/mailing address listing
- ☐ Parcel maintenance related error

Comments:

Appraisal District did not have the correct mailing address for the above-referenced property record for 2010 and 2011.

Please do not hesitate to contact me if you should have any questions.

Sincerely,

David Arnold
Director – G.I.S./Mapping

AGENDA ITEM #29.b.2.

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 16, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty & Interest
CLERICAL ERROR
4191-0011-0011-001
Southland Title, LLC c/o Miles Oquendo

Dear Judge Henry:

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver of penalty and interest on the following accounts for the above referenced property owner, due to a clerical error.

The Galveston Central Appraisal District recently discovered an incorrect property regarding the above-referenced account. They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property.

The Galveston Central Appraisal District states there was a late ownership update that may have resulted in delinquent taxes.

Years	Waiver/Refund
2006	$2773.83 (Refund)

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

9850 Emmett F Lowry Expressway Ste. A Texas City, Texas 77591
Telephone: (409) 935-1980 or toll free (866) 277-4725
Fax: (409) 935-4319

July 25, 2013

Galveston County Tax Office
P.O. Box 1169
Galveston, Texas 77553-1169

Re: Tax Account(s) 4191-0011-0011-001 / R423786

Dear Assessor/Collector:

The Galveston Central Appraisal District is issuing a change authorization and/or a supplemental roll correction on the above-referenced property record(s). Delinquent taxes, penalties and interest may have resulted from this correction or clerical error. The selected item below describes the nature of the circumstances regarding this matter.

- ☑ Late ownership update
- ☐ Incorrect ownership/mailing address listing
- ☐ Parcel maintenance related error

Comments:

The above-referenced account was listed as an undivided interest of account 4191-0011-0011-000 / R124606 for 2006. Apparently, when the ownership interests were consolidated, the Appraisal District records were not updated in a timely manner for that year.

Please do not hesitate to contact me if you should have any questions.

Sincerely,

David Arnold
Director – G.I.S./Mapping

RECEIVED
MAR 19 2013
GALVESTON COUNTY JUDGE

South Land Title, LLC
Miles Oquendo
6710 Stewart Rd. Suite 300
Galveston, TX 77551

March 19, 2013

4191-0011-0011-001

The Honorable Mark Henry
Galveston County Judge
722 Moody, Suite 200
Galveston, Texas 77550

Dear Judge Henry,

Our office was recently made aware of a delinquent 2006 property tax that was related to a property transaction closed at our Galveston office. This property tax bill of $5,025.39 was "paid in full" by us to the Galveston County tax office on March 7th. (check & receipt enclosed)

The purpose of this letter is to petition the Commissioners Court for consideration of a refund of $2,773.87 the sum total of ***penalty & interest*** paid on this delinquent tax. The reason for this request is supported by the extenuating circumstances which *caused* this tax bill to *accumulate unnecessary* penalty & interest while remaining unpaid until recently being discovered.

First and most importantly the tax bill was *never billed to the correct owner* at any time from the very beginning. The 2006 tax year saw the subject property assessed as two separate tax accounts under owners: Kenneth M. Morris and Sophon Lorchirachoonkul for 50% undivided interest. Although, research of Galveston Central Appraisal sales data (CAD Datasheet enclosed) shows that in April of 2006 the property was sold to a Emily B. Burnette it appears only one account was changed into her name. The other account would be "inactivated" for future tax assessments and remain under the *prior owner name* "Sophon Lorchirachoonkul" with an unpaid balance for several years accumulating penalty & interest during this time. The account to this day remained under the wrong owner (Delinquent statement enclosed) According to our communication with Chief Deputy of Property Tax Rachel Crider this account was last billed in 2007 to this prior owner which of course was not the correct owner. The current owner at the time was never billed and had no knowledge of the existence of this account. Therefore we have a tax bill which never went to the correct owner and has not even been billed in several years.

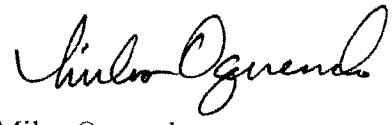
Second to complicate matters because the account is considered "inactive" due to it not having any current assessment, it did not appear on the public tax office database despite the fact that it had an unpaid prior balance due. This made it inaccessible to report when a subsequent sale took place later. A copy of the website database enclosed shows only the current active accounts, no visible inactive accounts with balances exist. In fact on the day of payment this account could not be found on the public database despite its

delinquent status at the time. So we basically had an account that could not be found by an owner or title company using available tools for research which was accumulating penalty & interests all the while. Rachel Crider disclosed in our conversation that there was some kind of change implemented to clean up the displaying of "inactive" accounts on the database but that it was not intended to delete those which still had balances on them like the one in question. This appears to be an unintended result which the tax office was not aware of, until recently.

So with these facts presented we believe that they support our petition for refund of $2,773.87 in penalty & interest paid on a tax bill which was never billed correctly and was inaccessible to be found for payment. Thereby accumulating unnecessary penalty & interest.

It is our hope that this matter merits your approval for presentation to Commissioners Court on the next available agenda. Your consideration and time has been greatly appreciated. We hope to hear from your office soon.

Respectfully,



Miles Oquendo
South Land Title, LLC.

AGENDA ITEM #29.b.3.

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

July 22, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Clerical Error Refund
5577-0000-0706-000
Mike Nalepa

Dear Judge Henry:

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a refund of penalty, interest, fees on the above referenced tax account, as listed below.

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account. The property was conveyed in August of 2008 but the Galveston Central Appraisal District did not execute the ownership until May of 2013. They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property.

Account Number	Year	Refund
5577-0000-0706-000	2009	$ 908.99
	2010	$ 1003.74
	2011	$ 774.88
	Total	$ 2687.61

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

9850 Emmett F Lowry Expressway Ste. A Texas City, Texas 77591
Telephone: (409) 935-1980 or toll free (866) 277-4725
Fax: (409) 935-4319

July 22, 2013

Galveston County Tax Office
P.O. Box 1169
Galveston, Texas 77553-1169

Re: Tax Account(s) 5577-0000-0706-000 / R513435

Dear Assessor/Collector:

The Galveston Central Appraisal District is issuing a change authorization and/or a supplemental roll correction on the above-referenced property record(s). Delinquent taxes, penalties and interest may have resulted from this correction or clerical error. The selected item below describes the nature of the circumstances regarding this matter.

- ☑ Late ownership update
- ☐ Incorrect ownership/mailing address listing
- ☐ Parcel maintenance related error

Comments:

The property was conveyed in August of 2008. The Appraisal District did not execute the ownership update until May of 2013.

Please do not hesitate to contact me if you should have any questions.

Sincerely,

David Arnold
Director – G.I.S./Mapping

RECEIVED
JUL 05 2013
GALVESTON COUNTY JUDGE

July 2, 2013

Judge Mark Henry
722 Moody, Ste 200
Galveston, TX 77550

Dear Sir,

Attached are correspondence explaining delinquent taxes for property at 3506 Cove View, Galveston, TX 77554 that I purchased in 2008/2009. The property was never transferred in my name until 2012 and a tax bill was never sent.

Unit 706 was not included in my previous letter and the same condition applies.

I do owe the taxes however, the penalty and interest I respectfully request be returned.

Please review and let me know as this appears to be a fair assessment as before.

Thanks,

Mike G. Nalepa

Mike Nalepa

To: GCTO
Subject: Penalty and Interest

Enclosed is the tax plus penalty and interest for a property at 3596 cove view in Galveston.
I have not received a tax payment request in the last three years and was told the property was listed in my name in October of this year.
I do not feel that the penalty and interest should be assist for the three years. I do in fact owe the tax and have been told to pay the total and request the penalty and interest be returned or
Applied to the future tax years.
Please review and let me know as this does not appear to be a fair assessment.
Thanks
Mike Nalepa

Mike Nalepa

AGENDA ITEM #29.b.4.

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

September 5, 2013

Mark Henry
Galveston County Judge
722 Moody Street
Galveston, Texas 77550

RE: Request for Refund of Penalty & Interest Due to Clerical Error
4484-0002-0006-000
Lakyisha Small

Dear Judge Henry:

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver or refund of penalty and interest on the above referenced account due to a clerical error.

The homeowner mailed her Dickinson ISD non-split payment in a timely manner. The payment was found at a later date in the office however a new payment was already made including fees.

Year	Amount of Refund
2012	$105.00

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Evans, Erma

From: Crider, Rachael
Sent: Wednesday, July 24, 2013 12:38 PM
To: Evans, Erma
Subject: FW: Reimbursement for Penalty and Interest Fees

From: LaKyisha Small [mailto:kyishaskreations@hotmail.com]
Sent: Wednesday, July 24, 2013 12:24 PM
To: Crider, Rachael; LaKyisha Small
Subject: Reimbursement for Penalty and Interest Fees

Hi Rachel,
Thank you for your help. I am sending this to request a reimbursement on the penalty and interest charged to me for my property taxes on the property located at 126 Fairport Court in Dickinson, Texas. A timely payment was sent. However, the check was lost in the mail and was not received in your office before the final payment was made on my account which included additional penalty and interest charges.

Thanks again,
Kyisha
4484-0002-0006-000

LaKyisha Small
https://LikeMagicIn45Minutes.myitworks.com
www.KyishasKreations.blogspot.com

AGENDA ITEM #29.c.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 9-3-13	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: (Yes) / No
4. Department Name: Tax Office	5. Department Contact: Cheryl Johnson	
6. Description: Maintenance Scanner Softwear: Secure remit Dos		
7. IFAS PEID No: 710840	8. IFAS Req No:	9. Orgkey: 2107-151552 / 10. Object Code: 5481000
11. Vendor: Technique Data Systems	12. Vendor Contract No: 1528	
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
Contract Services	5481000	40,000.00	1800.00				
22. Totals:		-	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 10/1/13	Auto Renewal Contract: Yes (No)	Bid No: N/A
Contract End Date: 9/30/14	Contract # Issued By Purchasing: CM13329	

Approved By:	Signature	Date
Department Head:	Cheryl E. Johnson	9/3/13
Purchasing Agent:		9-3-13
County Legal:		09/04/2013
Contract listed in Budget Documentation: Yes / No		
County Budget Office:		9/4/2013

Auditor's Office

9/11/13

Form Number:

Revised: 9/25/2012

TECHNIQUE
DATA SYSTEMS

Invoice

Invoice Number: 038856
Invoice Date: Aug 13, 2013
Page: 1

1930 Alpha Drive · Suite 300 · Rockwall, TX 75087
Phone: (972) 772-5040
Fax: (972) 722-6052
www.techdatasystems.com

Sold To:
GALVESTON COUNTY VOTER OFFICE
ATTN: SHERYL SWIFT
PO BOX 1169
GALVESTON, TX 77553-1169

Ship to:
TAX ASSESSOR COLLECTOR
722 MOODY
GALVESTON, TX 77550-2317

Customer ID	Customer PO	Payment Terms	
GALVESTON COUNTY AUD		Net Due	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	UPS GROUND		9/30/13

Quantity	Item	Description	Unit Price	Extension
1.00	MAINTENANCE	RENEWAL OF ANNUAL MAINTENANCE AGREEMENT CONTRACT # 1528 EFFECTIVE 10/01/2013-09/30/2014	1,800.00	1,800.00

Federal Tax ID# 75-2381117

Subtotal	1,800.00
Sales Tax	
Freight	
Total Invoice Amount	1,800.00
Payment Received	
TOTAL	1,800.00

Check No:

Technique Data Systems, Inc
Phone: 972-772-5040
Fax: 972-722-6052
1930 Alpha Drive, Suite 300
Rockwall, TX 75087

Contract

No: **1528**

Date: 3/27/2009

Account Name: Galveston County Voter **Account Number:** 4372

Basis: Time Period Time Remaining: 390 days

Type of contract is a ANNUAL, SOFTWARE MAINTENANCE and number of items covered on this contract are, 1.00. This contract was created on 3/27/2009. This contract starts on 10/1/2013 and ends on 9/30/2014. The contract price is $1,800.00.

Status	Billing Cycle	Total Billed	Last Billing	Billed Thru	Tax Code	Payment Method	Assigned Tech
ACTIVE	Annual	$ 0.00				Net Due	

Items for Account: Galveston County Voter, No. 4372, ID: TDS Secure Remit 722 Moody Avenue Galveston TX 77550-2317

Item ID: SOF-AT FORMXTR: SECURE REMIT DOCS Description: FORMXTR: SECURE REMIT DOCS

Warranted Thru: 6/27/2009 Customer Inventory: Yes

Serial Number	Start Date	List Price	Yearly Price	Renewal List
RM7-TQD-53852-BEA6B	10/1/2013	$ 8,000.00	$ 1,800.00	

AGENDA ITEM #29.d.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 9-3-13	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: (Yes) / No
4. Department Name: Tax Office	5. Department Contact: Cheryl Johnson	
6. Description: Maintenance Contract for Canon DR 4010C Doc Scanner		
7. IFAS PEID No: 710840	8. IFAS Req No:	9. Orgk: 2107-151552 / 10. Object Code: 5481000
11. Vendor: Technique Data Systems	12. Vendor Contract No: ~~1528~~ 1527	
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
Contract Services	5481000	40,000.00	575.00				
22. Totals:		-	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 10/1/13	Auto Renewal Contract: Yes / (No)	Bid No: N/A
Contract End Date: 9/30/14	Contract # Issued By Purchasing: CM13328	

Approved By:	Signature	Date
Department Head:	Cheryl G. Johnson	9/3/13
Purchasing Agent:		9-3-13
County Legal:		09/04/2013
Contract listed in Budget Documentation: Yes / No		
County Budget Office:		9/4/2013
Auditor		9/11/13

Form Number:

Revised: 9/25/2012

TECHNIQUE
DATA SYSTEMS

Invoice

Invoice Number: 038855
Invoice Date: Aug 13, 2013
Page: 1

1930 Alpha Drive · Suite 300 · Rockwall, TX 75087
Phone: (972) 772-5040
Fax: (972) 722-6052
www.techdatasystems.com

Sold To:
GALVESTON COUNTY VOTER OFFICE
ATTN: SHERYL SWIFT
PO BOX 1169
GALVESTON, TX 77553-1169

Ship to:
TAX ASSESSOR COLLECTOR
722 MOODY
GALVESTON, TX 77550-2317

Customer ID	Customer PO	Payment Terms
GALVESTON COUNTY AUD		Net Due

Sales Rep ID	Shipping Method	Ship Date	Due Date
	UPS GROUND		9/30/13

Quantity	Item	Description	Unit Price	Extension
1.00	MAINTENANCE	RENEWAL OF ANNUAL MAINTENANCE AGREEMENT CONTRACT # 1527 EFFECTIVE 10/01/2013-09/30/2014	575.00	575.00

Federal Tax ID# 75-2381117

Subtotal	575.00
Sales Tax	
Freight	
Total Invoice Amount	575.00
Payment Received	
TOTAL	575.00

Check No:

TECHNIQUE DATA SYSTEMS

Technique Data Systems, Inc
Phone: 972-772-5040
Fax: 972-722-6052
1930 Alpha Drive, Suite 300
Rockwall, TX 75087

Contract

No: **1527**

Date: 3/27/2009

Account Name: Galveston County Voter **Account Number:** 4372

Basis: Time Period Time Remaining: 390 days

Type of contract is a ANNUAL, END USER EQUIPMENT and number of items covered on this contract are, 1.00. This contract was created on 3/27/2009. This contract starts on 10/1/2013 and ends on 9/30/2014. The contract price is $575.00.

Status	Billing Cycle	Total Billed	Last Billing	Billed Thru	Tax Code	Payment Method	Assigned Tech
ACTIVE	Annual	$ 0.00				Net Due	

Items for Account: Galveston County Voter, No. 4372, ID: TDS Secure Remit 722 Moody Avenue Galveston TX 77550-2317

Item ID: EQU-CANON DR 4010C Description: CANON DR 4010C DOC. SCANNER

Warranted Thru: 6/27/2009 Customer Inventory: Yes

Serial Number	Start Date	List Price	Yearly Price	Renewal List
DW304972	10/1/2013	$ 3,500.00	$ 575.00	

Contact: Mr. Vance Ready Phone: (409) 766-2474