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
October 1, 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 9/24/13 and 10/1/13

b. Order for Payroll period ending 9/25/13 Bi-Weekly #20

c. Order for Supplemental Payroll period ending 9/25/13 Bi-Weekly #20

d. Order for the monthly Indigent Healthcare Fund claims made by Boon Chapman for period ending 8/31/13

e. Order for the monthly Health Insurance Claims made by Boon Chapman for period ending 8/31/13

f. Order for the Workers' Compensation claims made by The Littleton Group for period ending 8/31/13

g. Internal Audit report of the County Clerk's Trust Fund for period of 1/2/12 - 12/31/12 with a response letter from Honorable Dwight D. Sullivan

*2. Receive and file *Summary of Bi-Weekly Personnel Movements pay period #19, August 29 - September 11, 2013* submitted by Human Resources.

*3. 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.

*4. Consideration of *approving the 2015 County Holiday Schedule* submitted by the County Judge.

*5. Consideration of a *Resolution designating October 6-12, 2013 as National 4-H week in Galveston County* submitted by Commissioner, Precinct 4.

*6. Receive and file *GLO contract No. 12-513-000-6727- Amendment No. 1* submitted by Housing Department.

*7. Consideration of an *Order Designating the First Tuesday of Each Month as the Regular Term of the Galveston County Commissioners Court* submitted by County Legal.

*8. Consideration of an *Order designating that all monies that otherwise would be deposited in an Officers' Salary Fund be deposited in Galveston County's General Fund* submitted by County Legal.

*9. Consideration of a *Resolution honoring the retirement of Patricia A. Smith from the Galveston County Department of Parks and Senior Services* submitted by County Legal.

*10. Receive and file *final settlement for damages for Claimant Jasyn Jefferies* submitted by County Legal.

*11. Consideration of *authorization to add Tophat Double Axle Utility Trailer into Facilities inventory* submitted by the Purchasing Agent.

*12. Receive and file *OfficeMax Rebate Check* submitted by the Purchasing Agent.

*13. Consideration to *utilize the Department of Information Resources (DIR) to purchase Unified Computing System (UCS) Hardware for UC upgrade (phone system)* submitted by the Purchasing Agent.

*14. Consideration of *authorization to dispose 3300 Gallon Steel Tank* submitted by the Purchasing Agent.

*15. Consideration to *authorize an extension on the following Bid* submitted by the Purchasing Agent:

a. Bid #B122031 Casebinder File Folders

*16. Consideration to utilize the Department of Information Resources (DIR) to purchase Magistrate Video Teleconferencing submitted by the Purchasing Agent.

*17. Consideration of *accepting petition to abandon a portion of unopened 3rd St. & alley ROW in the Town of Algoa subdivision* submitted by Right of Way.

*18. Consideration of *accepting right of way deed on parcel 110 required for the FM 646 project* submitted by Right of Way.

*19. Consideration of *approval of the Galveston County Department of Parks and Senior Services grant application and resolution to the Texas Department of Agriculture's Texans Feeding Texans Grant* as submitted by the Grants Manager.

*20. Consideration of *approval of a resolution authorizing a county grant to Bay Area Meals on Wheels, Inc. in the amount of $1,000 in support of the Texas Department of Agriculture's Texans Feeding Texans grant application as* submitted by the Grants Manager.

*21. Consideration of *approval of Dell Marketing LP: SOW for Desktop & Laptop refresh install & imaging* submitted by Information Technology.

*22. Consideration of *approval of renewal for McAfee Gold Business support for McAfee Endpoint protection-Advanced Suite- support renewal by CDW Government Inc.* submitted by Information Technology.

*23. Consideration of *approval of Cisco ACS VMWare SW upgrade, existing software is reaching end of life by DataVox* submitted by Information Technology.

*24. Consideration of *approval of Extended service for Cisco Catalyst Blade Switch 3032 by Dell Marketing LP* submitted by Information Technology.

*25. Consideration of *approval of Cisco Prime Infrastructure 1.2 major upgrade, replacing Cisco Works because it's end of life by Tiger Direct* submitted by Information Technology.

*26. Consideration of *approval of Cisco 5508 wireless controller up to 25 PAS wifi wireless controller replacing EOL 4402S by DataVox* submitted by Information Technology.

*27. Consideration of *approval of VistaPoint for Cisco UCM function operator console by DataVox* submitted by Information Technology.

*28. Consideration of *approval of maintenance for additional library for County media storage requirements by Unique Digital Technology* submitted by Information Technology.

*29. Consideration of *approval of maintenance for DD670 upgrade which consists of a 15TB*

expansion shelf and kit by Unique Digital Technology Inc. submitted by Information Technology.

*30. Consideration of *approval for contract between Charlotte Nichols and Galveston County for Odyssey and Texfile consulting* submitted by Information Technology.

*31. *Consideration of approval of renewal for Annual Maintenance Agreement with Technique Data Systems submitted by the Tax Assessor/ Collector.*

*32. Consideration of *approval of a contract with Ted Mora, Jr. to provide Prosecutor Services to Galveston County* submitted by the District Attorney.

*33. Consideration of *approval of a contract with Stacey L. Jones to provide Mental Health Court-Appointed Services to Galveston County Probate Court* submitted by the District Attorney.

*34. Consideration of *authorization for the County Judge to sign a contract for election services between the county Elections Division and the City of Friendswood to conduct the city's special bond election as part of the November 2013 countywide vote center election* submitted by the County Clerk.

*35. Consideration of *approval to change polling location from the Bayou Vista Community Center to the MUD 12 building in Bayou Vista for the November 5, 2013 election* submitted by the County Clerk.

*36. Consideration of *approval of additional Prospective Judges and Alternate Judges for the Republican and Democrat Party Chairs* submitted by the County Clerk.

*37. Receive and file *appointment of personnel to the Early Voting Ballot Board, the Central Counting Station, and the Resolution Board* submitted by the County Clerk on behalf of the County Election Board.

*38. Receive and file *Program Funded State and Local Task Force Agreement* submitted by the Sheriff.

*39. Receive and file *Request for Exemption Letter as it relates to the Prostitute Prevention Program* submitted by the County Judge.

*40. Consideration of *granting authority to County Judge to sign Trustee's Deeds on the following tax foreclosed properties* submitted by the County Judge:

a. **CAD#: 7725-0027-0015-000**

b. **CAD#: 7725-0002-0008-000**

c. **CAD#: 1295-0019-0019-000**

*41. Consideration of *request for Tax Returns in Excess of $2,500.00* submitted by the Tax Assessor/ Collector:

a. **7450-0000-0010-000**
$3,318.65
Over Payment

*42. Consideration of approval of County Appointment or Nomination, as applicable, to the Board of the Galveston Island Redevelopment Authority submitted by the County Judge.

Action Agenda

43. **Commissioner, Precinct 1**

a. Consideration of approving changes to voting precinct boundaries and designations.

b. Consideration of approving contract expense with AIMS for additional work in connection with modification of voter precinct boundaries.

44. **Community Services**

a. Consideration of approving Amendment to contract between Memorial Hermann Health System and Galveston County for providing Indigent Healthcare Services and authorizing the County Judge to sign document.

45. **County Legal**

a. **Break into Executive Session:**

b. **Executive Session**: Texas Government Code, Section 551.071, Consultation with Attorney: rendering legal advice about pending or contemplated litigation or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct conflicts with the Open Meetings Act relating to Galveston Central Appraisal District v. Valero Refining, Case No. 14-13-00434-CV in 14th Court of Appeals, and to the valuation of properties.

c. **Reconvene Into Regularly Scheduled Meeting.**

d. Consideration of entering into a memorandum of understanding with Boon-Chapman concerning provision of inmate health care services at the Galveston County Jail.

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

f. Consideration of Adoption of Title VI Policy Statement, designation of Title VI Coordinator, and procedures for processing external discrimination complaints and authorizing the County Legal Department to submit same to the Texas Department of Transportation.

46. **Professional Services**

a. Consideration of the following Budget Amendments:

1. 14-003-1001-A
Community Services - Indigent Care and Medication
Request to fund replacement of the Payee Officer with the Office Manager in the Guardianship Program.

2. 14-004-1001-B
Parks Department
Request to fund Mandatory National Flood Insurance Program Reduction and Grant Match - Mandatory for the Caretaker House, Fort Travis Seashore Park.

3. 14-005-1001-C
Limited Tax County Buildings, Series 2009 B
Request to fund Salaries and Fringe Benefits for County Architect and Administrative Assistant for fiscal year 2014.

b. Submission of the County Auditor's certification of available resources for the Juvenile Accountability Block Grant for the Galveston County Criminal District Attorney's Prosecution of Juvenile Offenders project and request approval of acceptance of the grant award and budget submitted by the County Auditor and Grants Manager.

c. Consideration of approval of the 2013-2014 Statewide Automated Victim Notification Service Grant budget.

d. Consideration of approval of the 2013-2014 Galveston County Criminal District Attorney DWI No-Refusal - Blood Draw Grant budget.

e. Consideration of approval of the Senior Citizen Grant - Local Match budget which will be used until the grant is awarded.

f. Consideration of approval of the 2013-2014 Hazardous Material Emergency Preparedness Grant budget.

47. **Purchasing**

a. Consideration for authorization of the following RFP:

1. RFP # B131036 CDBG Disaster Recovery Monitoring Program

b. Consideration of price increase on the following RFP:

1. RFP #B102014 Food Services for the Galveston County Jail

48. **Sheriff**

a. Consideration of authorizing approval of an Interlocal agreement between Galveston County and the Galveston County Sheriff's Office and Fort Bend County and the Fort Bend County Sheriff's Office for housing of Galveston County inmates in the event of an emergency or natural disaster submitted by County Legal.

b. Consideration of approval of Analyst Agreement between the County of Galveston and the United States Drug Enforcement Administration to provide drug enforcement analyst services.

49. **Tax Assessor-Collector**

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

1. **Barbara Tyler Henkel**
5870-0011-0001-000
2012 $ 1,264.40

2. **Pamela Carter** (reconsideration from 9/17)
3435-0003-0009-000
2012 $65.52

b. Request for Waiver or Refund of Penalty and Interest due to Clerical Error:

1. **Blake Felton**
4431-0000-0101-000
2012 $ 1143.75

c. Consideration of Approval of a Interlocal Tax Collection Agreement between Galveston County and Emergency Service District #2.

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.

ORDER

On this _____ day of _____, 20__, the Commissioners' Court of Galveston County, Texas convened in a regular 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 Holmes, Commissioner, Precinct No. 3
Ken Clark, Commissioner, Precinct No. 4 and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others were had to-wit:

Upon recommendation being received by the County Auditor, it is ordered that the County Clerk enter this Order in the minutes of the Commissioners' Court approving the payment of the monthly **INDIGENT HEALTHCARE FUND** of GALVESTON COUNTY COMMUNITY SERVICES DIVISION made by Boon Chapman for the month ending **August 31,2013** the gross amount of such payment being **$69,341.83.**

UPON MOTION OF THE COUNTY COMMISSIONER_____AND SECONDED BY COMMISSIONER, _____ the above order was passed this _____ DAY OF _____, 20__with ___ votes cast in favor thereof and _____ votes cast against.

County of Galveston, Texas

Mark Henry, County Judge

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED:

Randall Rice, CPA
CITP CISA CIO CBM DABFA CGMA
County.Auditor

AUDITOR'S OFFICE - ACCOUNTING DIVISION
BOON CHAPMAN - PROSPERITY BANK 7432911
GALVESTON COUNTY-INDIGENT HEALTH CARE
BANK RECONCILIATION (IFAS 2420-000000-1012330)
August 31, 2013

BALANCES PER THE BANK	BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK	$ 2.52	$ 69,341.83	$ 69,341.83	$ 2.52
DEPOSITS IN TRANSIT				
PRIOR MONTH	-			
CURRENT MONTH		-		
OUTSTANDING CHECKS				
PRIOR MONTH	-		-	-
CURRENT MONTH				-
-			-	-
ADJUSTMENTS				-
				-
				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BANK	$ 2.52	$ 69,341.83	$ 69,341.83	$ 2.52

BALANCES PER THE IFAS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
IFAS	$ 2.52	$ 69,341.83	$ 69,341.83	$ 2.52
ADJUSTMENTS:				
				-
				-
				-
				-
ADJUSTED BALANCES PER BOOK	$ 2.52	$ 69,341.83	$ 69,341.83	$ 2.52

PROSPERITY BANK®

Statement Date	8/31/2013
Account No	7432911
	Page 1 of 3

GALVESTON COUNTY
GALVESTON COUNTY TREASURER
INDIGENT HEALTH CARE
722 MOODY AVE 4TH FL
GALVESTON TX 77550-2317

737

1

STATEMENT SUMMARY — Public Fund Contractual Ckg w Int Account No 7432911

08/01/2013	Beginning Balance				$2.52
	1 Deposits/Other Credits			+	$69,341.83
	1 Checks/Other Debits			-	$69,341.83
08/31/2013	Ending Balance	31	Days in Statement Period		$2.52

DEPOSITS/OTHER CREDITS

Date	Description	Amount
08/02/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Indigent Hlth Cks 1	$69,341.83

OTHER DEBITS

Date	Description	Amount
08/02/2013	Wire Transfer WIRE OUT Boon Chapman	$69,341.83

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
08/01	$2.52	08/02	$2.52		

9001

102471 : 00073701

SORT ORDER: Primary Date within Object within Fnd C Ct

SELECT Fund: 2420@ ; Object Code: 1012330

Lg	Fnd C Ct	Title	Director	St	Tr	FCAT	Fund Typ	FUND	Function	Sub Func	DEPART	DIVISION	DIRECTO
GL	2420000000	Indigent Health Car	Director of Communit	A		1	2	2420	00	000	0000	000000	0000

Object	Date	Primary Ref.	Transaction Decription	Debit	Credit	Balance
1012330 Prosprty - Indigent Health Car			Prior to 08/01/13			2.52
	08/02/13	JE00039163	IHC CLAIMS 10554-642 EFT 14513	69,341.83		69,344.35
	08/02/13	JE00039163	IHC CLAIMS 10554-642 EFT 14513		69,341.83	2.52
		DR	* Object Total *	69,341.83*	69,341.83*	2.52*
		DR-CR	** Fnd C Ct Total **	69,341.83*	69,341.83*	2.52*

AGENDA ITEM #1.e.

ORDER

On this _____ day of _____, 20__, the Commissioners' Court of Galveston County, Texas convened in a regular 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 Holmes, Commissioner, Precinct No. 3
Ken Clark, Commissioner, Precinct No. 4 and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others were had to-wit:

Upon recommendation being received by the County Auditor, it is ordered that the County Clerk enter this Order in the minutes of the Commissioners' Court approving the payments of the monthly **Health Insurance Claims** of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO.1 made by Boon Chapman for the month ending **August 31, 2013** the gross amount of such payment being **$710,150.75.**

UPON MOTION OF THE COUNTY COMMISSIONER_____AND SECONDED BY COMMISSIONER, _____ the above order was passed this _____ DAY OF _____, 20__with ___ votes cast in favor thereof and _____ votes cast against.

County of Galveston, Texas

Mark Henry, County Judge

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED:

Randall Rice, CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

AUDITOR'S OFFICE - ACCOUNTING DIVISION
BOON CHAPMAN - PROSPERITY BANK 7432671
GALVESTON COUNTY HEALTH PLAN
BANK RECONCILIATION (IFAS 6123-000000-1013603)
August 31, 2013

BALANCES PER THE BANK	BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK	$ 209,449.08	$ 710,158.68	$ 919,586.95	$ 20.81
DEPOSITS IN TRANSIT				
PRIOR MONTH				
	-			-
				-
CURRENT MONTH				
		-		-
				-
OUTSTANDING CHECKS				
PRIOR MONTH				
209,436.20	(209,436.20)		(209,436.20)	-
				-
CURRENT MONTH				
-			-	
ADJUSTMENTS				
				-
				-
				-
				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BANK	$ 12.88	$ 710,158.68	$ 710,150.75	$ 20.81

BALANCES PER THE IFAS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
IFAS	$ 12.88	$ 710,158.68	$ 710,150.75	$ 20.81
ADJUSTMENTS:				
				-
				-
				-
				-
ADJUSTED BALANCES PER BOOK	$ 12.88	$ 710,158.68	$ 710,150.75	$ 20.81

PROSPERITY BANK®

Statement Date	8/31/2013
Account No	7432671
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GALVESTON COUNTY
BOON CHAPMAN HEALTH
722 MOODY AVE 4TH FL
GALVESTON TX 77550-2317

7063

1

STATEMENT SUMMARY

Public Fund Contractual Ckg w Int Account No 7432671

08/01/2013	Beginning Balance				$209,449.08
	5 Deposits/Other Credits			+	$710,158.68
	5 Checks/Other Debits			-	$919,586.95
08/31/2013	Ending Balance	31	Days in Statement Period		$20.81

DEPOSITS/OTHER CREDITS

Date	Description	Amount
08/08/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 11753-1191	$69,800.80
08/14/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 11918-1213	$140,212.21
08/21/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 12132-1233	$245,373.55
08/28/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 12340-1250	$254,764.19
08/31/2013	Accr Earning Pymt Added to Account	$7.93

OTHER DEBITS

Date	Description	Amount
08/01/2013	Wire Transfer WIRE OUT Boon Chapman	$209,436.20
08/08/2013	Wire Transfer WIRE OUT Boon Chapman	$69,800.80
08/15/2013	Wire Transfer WIRE OUT Boon Chapman	$140,212.21
08/22/2013	Wire Transfer WIRE OUT Boon Chapman	$245,373.55
08/28/2013	Wire Transfer WIRE OUT Boon Chapman	$254,764.19

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
08/01	$12.88	08/15	$12.88	08/28	$12.88
08/08	$12.88	08/21	$245,386.43	08/31	$20.81
08/14	$140,225.09	08/22	$12.88		

EARNINGS SUMMARY

** Below is an itemization of the Earnings paid this period. **

Interest Paid This Period	$7.93	Annual Percentage Yield Earned	0.75 %
Interest Paid YTD	$40.30	Days in Earnings Period	31
		Earnings Balance	$12,451.13

9001

102431 : 00706301

SORT ORDER: Primary Date within Object within Fnd C Ct

SELECT Fund: 6123@ ; Object Code: 1013603

Lg	Fnd C Ct Title	Director	St	Tr	FCAT	Fund Typ	FUND	Function	Sub Func	DEPART	DIVISION	DIRECTO
GL	6123000000 Grp, Workers Comp,	Director of Professi	A		2	6	6123	00	000	0000	000000	0000

Object	Date	Primary Ref.	Transaction Decription	Debit	Credit	Balance
1013603 Prosperity-Boon Chapman Health			Prior to 08/01/13			12.88
	08/08/13	JE00039219	BC CLAIMS 11753-11917 EFT14529	69,800.80		69,813.68
	08/08/13	JE00039219	BC CLAIMS 11753-11917 EFT14529		69,800.80	12.88
	08/14/13	JE00039221	BC CLAIMS 11918-12131 EFT14543	140,212.21		140,225.09
	08/14/13	JE00039221	BC CLAIMS 11918-12131 EFT14543		140,212.21	12.88
	08/21/13	JE00039241	BC CLAIMS 12132-12339 EFT14549	245,373.55		245,386.43
	08/21/13	JE00039241	BC CLAIMS 12132-12339 EFT14549		245,373.55	12.88
	08/28/13	JE00039261	BC CLAIMS 12340-12504 EFT14567	254,764.19		254,777.07
	08/28/13	JE00039261	BC CLAIMS 12340-12504 EFT14567		254,764.19	12.88
	08/31/13	142105	714201 8/13 INT Prosp Boon Cha	7.93		20.81
		DR	* Object Total *	710,158.68*	710,150.75*	20.81*
		DR-CR	** Fnd C Ct Total **	710,158.68*	710,150.75*	20.81*

AGENDA ITEM #1.f.

ORDER

On this the _____ day of _____, 20___, the Commissioners' Court of Galveston County, Texas convened in a regular 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 Holmes, Commissioner, Precinct No. 3
Ken Clark, Commissioner, Precinct No. 4 and
Dwight D. Sullivan, County Clerk

When the following proceedings, among others were had to-wit:

Upon recommendation being received by the County Auditor, it is ordered that the County Clerk enter this Order in the minutes of the Commissioners' Court approving the payments of the monthly **Workers' Compensation Claims** of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO.1 made by The Littleton Group for the month ending **August 31, 2013** the gross amount of such payment being **$46,981.29**.

UPON MOTION OF THE COUNTY COMMISSIONER_____AND SECONDED BY COMMISSIONER _____ the above order was passed this _____ DAY OF _____, 20__with ___ votes cast in favor thereof and _____ votes cast against.

County of Galveston, Texas

Mark Henry, County Judge,

ATTEST:

Dwight D. Sullivan
County Clerk

RECOMMENDED:

Randall Rice, CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

COUNTY OF GALVESTON
AUDITOR'S OFFICE - ACCOUNTING DIVISION
THE LITTLETON GROUP - PB 7432241
GALVESTON COUNTY FUNDED WORKER'S COMPENSATION
BANK RECONCILIATION (IFAS 6123-000000-1013602)
August 31, 2013

BALANCES PER THE BANK

	BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK	$ 16,645.71	$ 46,994.03	$ 39,850.44	$ 23,789.30
DEPOSITS IN TRANSIT				
PRIOR MONTH				
-	-		-	-
CURRENT MONTH				
-		-		-
OUTSTANDING CHECKS				
PRIOR MONTH				
16,635.32	(16,635.32)		(16,635.32)	-
CURRENT MONTH				
23,766.17			23,766.17	(23,766.17)
Bank Adjustments:				
				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BANK	$ 10.39	$ 46,994.03	$ 46,981.29	$ 23.13

BALANCES PER THE IFAS

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
IFAS	$ 10.39	$ 45,380.50	$ 45,367.76	$ 23.13
Book Adjustments:				-
ADJ 08/30/13 Bank transfer; 09/03/13 IFAS		1,613.53	1,613.53	-
				-
				-
				-
				-
ADJUSTED BALANCES PER THE BOOKS	$ 10.39	$ 46,994.03	$ 46,981.29	$ 23.13
IFAS	(0.00)	-	-	-

PROSPERITY BANK®

Statement Date	8/31/2013
Account No	7432241
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701 2 AB 0.384
GALVESTON COUNTY
WORKER'S COMP ACCOUNT - LITTLETON
722 MOODY AVE 4TH FL
GALVESTON TX 77550-2317

1

STATEMENT SUMMARY

Public Fund Contractual Ckg w Int Account No 7432241

08/01/2013	Beginning Balance				$16,645.71
	14 Deposits/Other Credits			+	$46,994.03
	120 Checks/Other Debits			-	$39,850.44
08/31/2013	Ending Balance	31	Days in Statement Period		$23,789.30
	Total Enclosures				120

DEPOSITS/OTHER CREDITS

Date	Description	Amount
08/05/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2188	$377.67
08/05/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2189	$341.45
08/08/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2190-2232	$7,965.25
08/12/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2233-2238	$795.67
08/12/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2239-2240	$854.57
08/14/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2241-2243	$1,301.12
08/19/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2244	$377.67
08/19/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2245-2246	$594.01
08/21/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2247-2280	$20,908.46
08/23/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2281-2282	$1,585.19
08/26/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2283-2284	$594.01
08/29/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2285-2356	$9,672.69
08/30/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2357-2361	$1,613.53
08/31/2013	Accr Earning Pymt Added to Account	$12.74

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
2125	08/05	$14.37	2165	08/19	$299.25	2181	08/09	$173.41
2127*	08/06	$50.00	2166	08/19	$299.29	2182	08/09	$174.13
2128	08/06	$1,541.59	2167	08/19	$343.42	2183	08/09	$410.84
2142*	08/06	$387.63	2168	08/19	$573.25	2184	08/06	$107.52
2153*	08/05	$133.65	2170*	08/06	$377.67	2185	08/06	$121.59
2154	08/19	$133.65	2171	08/02	$341.45	2186	08/06	$346.15
2156*	08/05	$283.14	2173*	08/06	$165.76	2187	08/06	$1,874.58
2158*	08/22	$115.74	2174	08/05	$285.34	2188	08/09	$377.67
2159	08/22	$115.74	2175	08/12	$268.12	2189	08/12	$341.45
2160	08/22	$115.74	2176	08/06	$462.72	2190	08/13	$387.63
2161	08/22	$115.74	2177	08/05	$100.00	2191	08/15	$97.84
2162	08/22	$115.74	2178	08/22	$281.29	2192	08/12	$499.86
2163	08/22	$115.74	2179	08/23	$66.88	2193	08/13	$475.00
2164	08/19	$133.52	2180	08/23	$115.00	2194	08/14	$278.14

9001

107011 : 00070101

PROSPERITY BANK®

GALVESTON COUNTY

Statement Date 8/31/2013
Account No 7432241

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
2195	08/12	$100.00	2221	08/19	$822.38	2249	08/29	$274.09
2196	08/19	$118.52	2222	08/13	$72.00	2250	08/27	$269.53
2197	08/22	$133.52	2223	08/13	$72.00	2251	08/26	$103.14
2198	08/19	$133.52	2224	08/13	$72.00	2252	08/26	$342.47
2199	08/19	$133.52	2225	08/13	$72.00	2253	08/29	$115.51
2200	08/22	$133.52	2226	08/13	$72.00	2254	08/29	$436.16
2201	08/19	$133.52	2227	08/13	$72.00	2255	08/29	$461.93
2202	08/19	$133.52	2228	08/13	$130.00	2256	08/28	$327.34
2203	08/19	$133.52	2229	08/13	$130.00	2257	08/28	$65.58
2204	08/19	$133.52	2230	08/13	$130.00	2258	08/28	$97.60
2205	08/19	$133.52	2231	08/13	$130.00	2259	08/28	$97.84
2206	08/19	$133.52	2232	08/13	$130.00	2260	08/28	$115.01
2207	08/19	$133.52	2233	08/21	$377.67	2261	08/28	$585.91
2208	08/19	$133.52	2234	08/14	$72.00	2262	08/28	$10,122.89
2209	08/19	$133.52	2235	08/14	$72.00	2263	08/30	$118.65
2210	08/22	$133.52	2236	08/14	$72.00	2272*	08/26	$622.35
2211	08/19	$133.52	2237	08/14	$72.00	2274*	08/27	$13.87
2212	08/19	$133.52	2238	08/14	$130.00	2275	08/29	$91.46
2213	08/22	$133.52	2239	08/16	$341.45	2276	08/29	$360.55
2214	08/19	$191.09	2240	08/30	$513.12	2277	08/29	$100.72
2215	08/27	$191.09	2241	08/19	$387.63	2278	08/29	$100.74
2216	08/22	$191.09	2244*	08/29	$377.67	2279	08/29	$361.63
2217	08/22	$191.09	2245	08/23	$341.45	2280	08/29	$452.59
2218	08/22	$255.13	2246	08/30	$252.56	2282*	08/29	$377.67
2219	08/22	$340.37	2247	08/30	$600.00	2283	08/30	$341.45
2220	08/22	$474.18	2248	08/26	$387.63	2284	08/30	$252.56

9001

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
08/01	$16,645.71	08/13	$16,097.05	08/23	$30,827.64
08/02	$16,304.26	08/14	$16,702.03	08/26	$29,966.06
08/05	$16,206.88	08/15	$16,604.19	08/27	$29,491.57
08/06	$10,771.67	08/16	$16,262.74	08/28	$18,079.40
08/08	$18,736.92	08/19	$12,196.66	08/29	$24,241.37
08/09	$17,600.87	08/21	$32,727.45	08/30	$23,776.56
08/12	$18,041.68	08/22	$29,765.78	08/31	$23,789.30

EARNINGS SUMMARY

** Below is an itemization of the Earnings paid this period. **

Interest Paid This Period	$12.74	Annual Percentage Yield Earned	0.75 %
Interest Paid YTD	$70.55	Days in Earnings Period	31
		Earnings Balance	$19,992.98

SORT ORDER: Primary Date within Object within Fnd C Ct

SELECT Fund: 6123@ ; Object Code: 1013602

Lg	Fnd C Ct	Title	Director	St	Tr	FCAT	Fund Typ	FUND	Function	Sub Func	DEPART	DIVISION	DIRECTO
GL	6123000000	Grp, Workers Comp,	Director of Professi	A		2	6	6123	00	000	0000	000000	0000

Object	Date	Primary Ref.	Transaction Decription	Debit	Credit	Balance
1013602 Prosperity-WORKERS COMP ACCT			Prior to 08/01/13			10.39
	08/05/13	JE00039167	WC CLAIMS #2188 EFT 14516	377.67		388.06
	08/05/13	JE00039167	WC CLAIMS #2188 EFT 14516		377.67	10.39
	08/05/13	JE00039168	WC CLAIMS #2189 EFT 14515	341.45		351.84
	08/05/13	JE00039168	WC CLAIMS #2189 EFT 14515		341.45	10.39
	08/08/13	JE00039224	WC CLAIMS #2190-2232 EFT 14528	7,965.25		7,975.64
	08/08/13	JE00039224	WC CLAIMS #2190-2232 EFT 14528		7,965.25	10.39
	08/12/13	JE00039228	WC CLAIMS #2239-2240 EFT 14539	854.57		864.96
	08/12/13	JE00039228	WC CLAIMS #2239-2240 EFT 14539		854.57	10.39
	08/12/13	JE00039227	WC CLAIMS #2233-2238 EFT 14538	795.67		806.06
	08/12/13	JE00039227	WC CLAIMS #2233-2238 EFT 14538		795.67	10.39
	08/14/13	JE00039229	WC CLAIMS #2241-2243 EFT 14542	1,301.12		1,311.51
	08/14/13	JE00039229	WC CLAIMS #2241-2243 EFT 14542		1,301.12	10.39
	08/19/13	JE00039230	WC CLAIMS #2244 EFT 14546	377.67		388.06
	08/19/13	JE00039230	WC CLAIMS #2244 EFT 14546		377.67	10.39
	08/19/13	JE00039231	WC CLAIMS #2245-2246 EFT 14545	594.01		604.40
	08/19/13	JE00039231	WC CLAIMS #2245-2246 EFT 14545		594.01	10.39
	08/21/13	JE00039250	WC CLAIMS #2247-2280 EFT 14550	20,908.46		20,918.85
	08/21/13	JE00039250	WC CLAIMS #2247-2280 EFT 14550		20,908.46	10.39
	08/26/13	JE00039251	WC CLAIMS #2281-2282 EFT 14561	1,585.19		1,595.58
	08/26/13	JE00039251	WC CLAIMS #2281-2282 EFT 14561		1,585.19	10.39
	08/26/13	JE00039252	WC CLAIMS #2283-2284 EFT 14566	594.01		604.40
	08/26/13	JE00039252	WC CLAIMS #2283-2284 EFT 14566		594.01	10.39
	08/29/13	JE00039263	WC CLAIMS #2285-2356 EFT 14569	9,672.69		9,683.08
	08/29/13	JE00039263	WC CLAIMS #2285-2356 EFT 14569		9,672.69	10.39
	08/31/13	142103	714201 8/13 INT Littleton Work	12.74		23.13
		DR	* Object Total *	45,380.50*	45,367.76*	23.13*
		DR-CR	** Fnd C Ct Total **	45,380.50*	45,367.76*	23.13*

WC Prosperity

	Issued Prior to Begin Date	Issued Within Date Range	Grand Total
Outstanding	6,075.67	17,690.50	23,766.17
Reversed	0.00	0.00	0.00
Canceled	10,559.65	29,290.79	39,850.44
Stop Payment	0.00	0.00	0.00
Reverse Stop	0.00	0.00	0.00
Stale Dated	0.00	0.00	0.00
Escheated	0.00	0.00	0.00
EFT Debits		0.00	
Deposits		46,981.29	
Interest		12.74	
Fees		0.00	
Adjustments		0.00	

Export Done

AGENDA ITEM #1.g.

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

October 1, 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 the County Clerk's Trust Fund. The audit covered the period January 2, 2012 through December 31, 2012. Also attached is the response letter from Honorable Dwight D. Sullivan, dated September 11, 2013.

Sincerely,

Rice CPA

Randall Rice CPA
County Auditor

cc: Honorable Dwight D. Sullivan

Attachment: County Clerk's Trust Fund Audit Report
Response Letter, Honorable Dwight D. Sullivan

County Clerk's Trust Fund Audit

May 22, 2013

Executive Summary 1
Introduction 2
Details 3-5

Galveston County
Internal Audit
Division

Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

Executive Summary

Reliability and Integrity of Information (pages 3)

- The County Clerk's Office can improve the reliability and integrity of information by implementing the following recommendations:
  - Utilize the Excel spreadsheet provided by the Auditor's Office or develop another method to check the amount of interest credited by the bank.
  - Develop and distribute a standard operating procedures manual for registry and trust accounts including fund receipts, disbursements, interest calculations, and reconciliation processes.

Management of Assets (page 4)

- The office deposits cash, checks and money orders on a daily basis and is in compliance with LGC §113.022.

- Bank reconciliations were performed through the end of the audit period. The auditor is currently providing training to assist the bookkeeping staff to prepare bank reconciliations properly.

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

- The County Clerk's Office can improve compliance with statutes, policies, and procedures by implementing the following recommendation:
  - The bookkeepers should verify the beginning deposit amount to ensure it equals the order to deposit and calculate the accrued interest using the provided spreadsheet. Management should review the bookkeepers' calculations of the accrued interest and administrative fees at the time of the withdrawals.

Introduction

The Internal Audit Division conducted an internal audit of the Galveston County Clerk's Office, as required by Local Government Code §115.0035. The internal audit covered the period January 2, 2012 through December 31, 2012. The audit was performed from March 18, 2013 through May 22, 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 County Clerk's Office. The internal audit included, but was not limited to the books, accounts, reports, dockets, and records of the County Clerk's Office.

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 will not be 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 County Clerk's Office as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care.

Yun Yap, Internal Auditor III, performed the audit.

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

The office has instituted procedures to separate the custody of the assets from the recording and authorizing functions. The office has effective separation of duties.

Financial and Transaction Data Accuracy

The County Clerk is responsible for custody and management of the registry funds and special (trust) accounts in accordance with the statutes and orders of the County Courts. The funds are customarily placed in the following accounts: 1) a non-interest bearing account (Registry Account), 2) an interest bearing account (NOW Account), or 3) invested as a Certificate of Deposit (CD) or savings account.

The auditor tested the registry and trust accounts for accuracy of information recorded in the Odyssey Database. The current bank balances were compared to balances recorded in Odyssey. No material differences were noted.

Certificate of Deposit (CD) Investments

Finding: The bank erroneously underpaid the investments at the time of the withdrawal by not paying the interest rate according to the contracted terms. *(This is a finding from a prior audit.)*

Recommendation CC-11-01: The County Clerk's Office should either utilize the Excel spreadsheet provided by the Auditor's Office or develop another method to check the amount of interest credited by the bank.

Finding: The County Clerk's Office does not have a standard operating procedures manual for its day to day bookkeeping activities including a policy to verify the banks payout amount at the time of the withdrawal.

Recommendation CC-13-01: Develop and distribute a standard operating procedures manual for registry and trust accounts including fund receipts, disbursements, interest calculations, and reconciliation processes.

Safeguarding of Assets

Physical Security

Physical security encompasses all methods used to physically secure the assets from loss. Assets that are not being used should be kept in a locked drawer/safe until they are needed.

The auditor observed the check supplies not secured in a locked drawer. The auditor addressed this concern to management and it was rectified during the audit. The check supplies are being secured in the office safe.

Minimizing Exposure to Loss

Depositing daily is one of the best safeguards of collections as well as providing the County with maximum benefit of the collections.

The office deposits cash, checks and money orders on a daily basis and is in compliance with LGC §113.022.

Managing the Assets

A bank reconciliation which is properly and adequately supported is one of the best methods of cash management available to any official. The reconciliation process identifies any discrepancies in the registry and trust accounts and assists in preventing the misuse of funds.

Bank reconciliations were performed through the end of the audit period. The auditor is currently providing training to assist the bookkeeping staff to prepare bank reconciliations properly.

Compliance with Statutes, Policies, and Procedures

Compliance with Court Ordered Disbursements

Minors are not allowed access to their money without a Court order from one of the County Judges to authorize a disbursement. The auditor tested to see if withdrawals for minors were made in accordance with an order from the Court.

Each disbursement had an accompanying Court order, authorizing its withdrawal and payment to the minor.

Administrative Fees

Local Government Code (LGC) §117.054 (b) (1) states the County Clerk shall deduct a fee in the amount of 10 percent of the interest earned on a special account at the time of withdrawals and shall pay this fee to the general fund of the County as compensation for the accounting and administrative expenses incurred in handling the account.

LGC §117.055 states the County Clerk shall deduct a fee in the amount equal to five percent of the withdrawal, but not to exceed $50, from the amount of the withdrawal to compensate the County for the accounting and administrative expenses incurred in handling the registry or special account that does not earn interest.

As part of our testing, we verified the disbursements paid to minors to ensure the County received its administrative fee in accordance to the above referenced statutes.

Finding: Administrative fees were incorrectly calculated.

Recommendation CC-13-02: The bookkeepers should verify the beginning deposit amount to ensure it equals the order to deposit and calculate the accrued interest using the provided spreadsheet. Management should review the bookkeepers' calculations of the accrued interest and administrative fees at the time of the withdrawals.

The County of Galveston

P.O. BOX 17253
JUSTICE CENTER
GALVESTON, TEXAS 77552-7253

DWIGHT D. SULLIVAN
COUNTY CLERK

September 11, 2013

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

Re: Response to the Audit Report - County Clerk Trust Fund FY 2013 Audit

Dear Mr. Rice,

Thank you for conducting this audit. Ms. Yap was a pleasure to work with and presented an outstanding report. I am providing herein my response to the recommendations in the report.

RecommendationCC-11-01: The County Clerk's Office should either utilize the Excel spreadsheet provided by the Auditor's Office or develop another method to check the amount of interest credited by the bank.

Response: I concur with this recommendation. On September 11, 2013, our bookkeepers were advised to use the Excel spreadsheet to verify the accuracy of interest accrued for each account when interest statements are received. Thereby, the final distribution should be accurate.

Recommendation CC-13-01: Develop and distribute a standard operating procedures manual for registry and trust accounts including fund receipts, disbursements, interest calculations, and reconciliation processes.

Response: I concur with this recommendation. On September 11, 2013, our bookkeepers were advised to elaborate on the current business process manuals that are in place to include day to day bookkeeping activities. It will be reviewed by management for accuracy.

Recommendation CC-13-02: The bookkeepers should verify the beginning deposit amount to ensure it equals the order to deposit and calculate the accrued interest using the provided spreadsheet. Management should review the bookkeepers' calculations of the accrued interest

and administrative fees at the time of the withdrawals.

Response: I concur with this recommendation. On September 11, 2013, our bookkeepers were advised to take the above action. In addition, management will review the calculations for accuracy.

Moreover, the bookkeeping staff has taken advantage of the training provided by the Auditor's Office to ensure accurate reporting and reconciling of our accounts. We thank your staff for taking the time to assist us.

Thank you for ensuring the accountability of our office in financial matters.

Sincerely,

Dwight D. Sullivan,
County Clerk

cc: Yun Yap
CC Bookkeeping Staff

AGENDA ITEM #2.

Summary of Bi-Weekly Personnel Movements

Pay Period #19: August 29 - September 11, 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	1					1	1						1						0
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	2						2			1			1
Justice Administration	6.0						0							0						0
District Courts	19.0						0							0						0
County Courts	9.0	1					1							0	2					2
County Probate Court	6.0						0							0						0
Justice Courts	44.0						0	1						1			1			1
District Clerk	50.0						0							0						0
District Attorney/Jury & Trial	75.0	2					2	4		4				8	2					2
Pre-Trial Release	7.0						0							0						0
Sheriff	516.0	1					1	3		2				5	2		2			4
Constables	46.0						0							0		1				1
Social Services	12.0						0							0	1					1
Child Welfare	1.0						0							0						0
Emergency Management	6.0						0							0						0
Extension Services	9.0						0							0			1			1
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	1					1							0	1					1
County Parks and Senior Services	68.0						0	1						1	1				1	2
Museum	2.0	1					1							0						0
Road & Bridge/Drainage/Beach	72.0	2					2							0						0
County Health District	1.0						0							0						0
Law Library	1.0						0							0						0
Juvenile Probation	68.0						0	3		1				4			1			1
Mosquito Control	13.0				1		1							0						0
Right of Way	1.0						0							0						0
Seawall Maintenance	6.0						0							0						0
Housing & Economic Dev	6.0						0							0						0
Adult Probation	45.0						0	1				45		46						0
Grand Total	1362.5	9	0	0	1	0	10	16	0	7	1	0	0	69	9	1	6	0	1	17
Job Applications Received	191																			

Revised 10/2012

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 8/29/2013 thru 9/11/2013

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114030	Election Expense	BERBEL, JOSEPH	PTEL	500 ELECTION WORKER-TEMP	8/29/2013		0000	$10,400	10.00 H	APPOINTMENT
122200	County Court #2 - Roberts	BOLTON-LEGG, PATRICIA	FTBE	3 COURT COORDINATOR-CO		9/6/2013	18C1	$43,756	1,682.95 B	TERMINATION
122200	County Court #2 - Roberts	MEJIA, JOSE	FTBE	3 COURT COORDINATOR-CO	9/9/2013		18B1	$42,689	1,641.91 B	PROMOTION
122400	County Court #3 - Foley	WILLIAMS, MELISSA L	FTBE	2 COURT COORDINATOR-CO		9/4/2013	18A1	$41,648	1,601.86 B	TERMINATION
123200	Justice Court Pct #2 - Pope	BENOIST, KIM L	FTBE	2 SR DEPUTY COURT CLERK PCT 2		8/31/2013	12F1	$35,037	1,347.59 B	TERMINATION
123200	Justice Court Pct #2 - Pope	SIFUENTES, ROSA I	FTBE	2 SR DEPUTY COURT CLERK PCT 2	9/1/2013		12A1	$30,967	1,191.07 B	PROMOTION
127100	District Attorney	ALFRED, TIFFANY M	FTBE	89 SENIOR ASST DIST ATTORNEY	9/9/2013		23C1	$64,957	2,498.36 B	REASSIGNMENT
127100	District Attorney	CUCHENS, ELIZABETH A	FTBE	53 SENIOR ASST DIST ATTORNEY	9/9/2013		23E1	$68,245	2,624.84 B	REASSIGNMENT
127100	District Attorney	GLENN, KRISTENA A	FTBE	16 SENIOR ASST DIST ATTORNEY		9/6/2013	23C1	$64,957	2,498.36 B	TERMINATION
127100	District Attorney	HEERMANS, THOMAS	FTBE	82 ASSISTANT DISTRICT ATTORNEY	9/9/2013		22A1	$56,012	2,154.32 B	APPOINTMENT
127100	District Attorney	HENDERSON,	FTBE	84 ASSISTANT DISTRICT ATTORNEY	9/9/2013		22C1	$58,848	2,263.39 B	PROMOTION
127100	District Attorney	JONES, MEGAN S	FTBE	16 SENIOR ASST DIST ATTORNEY	9/9/2013		23C1	$64,957	2,498.36 B	PROMOTION
127100	District Attorney	KEANE, COLM ANDREW	FTBE	80 ASSISTANT DISTRICT ATTORNEY	9/9/2013		22A1	$56,012	2,154.32 B	REASSIGNMENT
127100	District Attorney	LOVE, PAUL B	FTBE	90 SENIOR ASST	9/9/2013		23E1	$68,245	2,624.84 B	REASSIGNMENT
127100	District Attorney	MUNCIE, KATHLEEN J	FTBE	83 ASSISTANT DISTRICT ATTORNEY	9/9/2013		22C1	$58,848	2,263.39 B	PROMOTION
127100	District Attorney	NORRIS, VALERIE	FTBE	24 ASSISTANT DISTRICT ATTORNEY	9/9/2013		22A1	$56,012	2,154.32 B	APPOINTMENT
127100	District Attorney	VIJ, VIKRAM	FTBE	90 SENIOR ASST		8/30/2013	23C1	$64,957	2,498.36 B	TERMINATION
127100	District Attorney	ZENDEH DEL, CAROLYN K	FTBE	87 SENIOR ASST DIST ATTORNEY	9/9/2013		23A1	$61,827	2,377.97 B	PROMOTION
151500	Tax Assessor/Collector	HALL, KIMBERLY R	FTBE	3 CHIEF DEPUTY OF OPERATIONS	8/29/2013		22D1	$60,319	2,319.97 B	PROMOTION
151500	Tax Assessor/Collector	SEYFANG, DEBRA	FTBE	64 ADMINISTRATIVE SUPPORT	9/4/2013		12A1	$30,967	1,191.07 B	APPOINTMENT
153000	Legal Department	GLYWASKY, DONALD S	FTBE	2 FIRST ASST COUNTY ATTORNEY		8/31/2013	25R1	$114,624	4,408.63 B	TERMINATION
153000	Legal Department	REINGOLD, MYRNA S	FTBE	3 SECOND ASST COUNTY	9/4/2013		24K1	$87,360	3,360.01 B	PROMOTION
153000	Legal Department	WILLEY, BARRY C	FTBE	2 FIRST ASST COUNTY ATTORNEY	9/1/2013		25M1	$101,311	3,896.58 B	PROMOTION
159100	Information Technology	BARNETT, CYNTHIA	FTBE	39 TECHNICAL SUPPORT	9/9/2013		16A1	$37,731	1,451.21 B	APPOINTMENT
159100	Information Technology	NICHOLS, CHARLOTTE R	FTBE	9 SYSTEMS ADMIN		9/4/2013	21G1	$58,847	2,263.38 B	TERMINATION
211121	Criminal Investigation	CREECH, LEONARD M	FTBE	16 INVESTIGATOR-CID		8/31/2013	18O1	$58,848	2,263.39 B	TERMINATION

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Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211121	Criminal Investigation	KITCHENS JR, DANNY E	FTBE	16 INVESTIGATOR-CID	9/1/2013		18O1	$58,848	2,263.39 B	PROMOTION
211121	Criminal Investigation	LARVIN, PERRY M	FTBE	418 INVESTIGATOR-CID	9/1/2013		18O1	$58,848	2,263.39 B	ACCT # CHANGE
211126	Auto Crime Task Force	BARROW, REUBEN H	FTBE	402 SERGEANT-CID	9/1/2013		18O1	$58,848	2,263.39 B	ACCT # CHANGE
211126	Auto Crime Task Force	CAZALAS, FRANKLYN C	FTBE	404 AUTO CRIMES INVESTIGATOR	9/1/2013		18O1	$58,848	2,263.39 B	ACCT # CHANGE
211126	Auto Crime Task Force	DOOLITTLE, VIRGINIA G	FTBE	403 INVESTIGATOR ANALYST-CID	9/1/2013		12M1	$41,648	1,601.86 B	ACCT # CHANGE
211126	Auto Crime Task Force	SHEPPARD, DANIEL L	FTBE	401 INVESTIGATOR-CID	9/1/2013		17Q1	$58,848	2,263.39 B	ACCT # CHANGE
211133	Corrections-Sheriff	BILLISH, PATRICIA A	FTBE	6 OFFICE MANAGER		8/31/2013	14O1	$48,299	1,857.67 B	TERMINATION
211133	Corrections-Sheriff	DEVANEY, RICHARD D	FTBE	254 DEPUTY II	8/29/2013		14G1	$39,641	1,524.67 B	CAREER LADDER
211133	Corrections-Sheriff	HUNDLEY, CHRISTINA M	FTBE	129 DEPUTY II	8/29/2013		14G1	$39,641	1,524.67 B	CAREER LADDER
211133	Corrections-Sheriff	NELSON JR, MICHAEL W	FTBE	289 DEPUTY I		9/11/2013	13D1	$35,037	1,347.59 B	TERMINATION
211133	Corrections-Sheriff	SHARP, ALEXANDER G	FTBE	50 DEPUTY I		9/2/2013	13D1	$35,037	1,347.59 B	TERMINATION
211143	Patrol Division	FILLMORE, DERIK T	FTBE	101 DEPUTY III	9/1/2013		15H1	$42,689	1,641.91 B	REASSIGNMENT
211143	Patrol Division	GOTTLOB III, JOHN R	FTBE	89 ENTRY LEVEL	8/29/2013		12D1	$33,349	1,282.66 B	APPOINTMENT
211150	Warrant's - Sheriff's	OSTERMAYER, JUSTIN S	FTBE	3 WARRANT OFFICER-DEP III	8/29/2013		15H1	$42,689	1,641.91 B	REASSIGNMENT
223300	Constable Pct #3 - Rose	FONTENO II, BOBBY J	FTBE	3 CHIEF DEPUTY CONSTABLE-PCT		9/4/2013	16I1	$45,971	1,768.15 B	TERMINATION
223800	Constable Pct #8 - Fisher	RUSK III, ARTRE H	FTBE	410 AUTO CRIMES OFFICER-PCT 8	9/1/2013		17D1	$42,689	1,641.91 B	ACCT # CHANGE
255100	Adult Probation	ALZAFARI, ERIC M	FTBE	412 PROBATION OFFICER	9/1/2013		0000	$35,962	1,383.19 B	SALARY INCREASE
255100	Adult Probation	BANE, JANIS J	FTBE	1 DIRECTOR ADULT PROBATION	9/1/2013		0000	$108,000	4,153.85 B	ACCT # CHANGE
255100	Adult Probation	BARRETT, GARLAND E	FTBE	6 PROBATION OFFICER	9/1/2013		0000	$38,257	1,471.46 B	SALARY INCREASE
255100	Adult Probation	BAUM, JESSE	FTBE	32 PROBATION OFFICER	9/1/2013		0000	$35,174	1,352.88 B	SALARY INCREASE
255100	Adult Probation	BELL, PAULA M	FTBE	36 ASST. SUPERVISOR	9/1/2013		0000	$38,849	1,494.23 B	SALARY INCREASE
255100	Adult Probation	BOZEMAN, KELLY A	FTBE	39 SUPERVISOR/ADULT PROB	9/1/2013		0000	$63,601	2,446.23 B	SALARY INCREASE
255100	Adult Probation	CASTANO, JULIE M	FTBE	27 SECRETARY	9/1/2013		0000	$38,235	1,470.58 B	SALARY INCREASE
255100	Adult Probation	CLOUD, ROBERT A	FTBE	56 PROBATION OFFICER	9/1/2013		0000	$44,000	1,692.31 B	PROMOTION
255100	Adult Probation	COPPOLA, FRANCESCO W	FTBE	20 SUPERVISOR	9/1/2013		0000	$52,499	2,019.23 B	SALARY INCREASE
255100	Adult Probation	COTA, MARY D	FTBE	23 PROBATION OFFICER	9/1/2013		0000	$35,700	1,373.08 B	SALARY INCREASE
255100	Adult Probation	DAITZ, JENNIFER S	FTBE	31 PROBATION OFFICER	9/1/2013		0000	$36,749	1,413.46 B	SALARY INCREASE

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Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
255100	Adult Probation	DICKEY, ROCHELL	FTBE	10 PROBATION OFFICER	9/1/2013		0000	$37,904	1,457.88 B	SALARY INCREASE
255100	Adult Probation	DICKEY, WILLIAM S	FTBE	2 PROBATION OFFICER	9/1/2013		0000	$37,904	1,457.88 B	SALARY INCREASE
255100	Adult Probation	DICKSON, HAYLEY K	FTBE	29 PROBATION OFFICER	9/1/2013		0000	$35,174	1,352.88 B	SALARY INCREASE
255100	Adult Probation	DUNCAN, ALICIA A	FTBE	25 SECRETARY	9/1/2013		0000	$30,384	1,168.65 B	SALARY INCREASE
255100	Adult Probation	FEATHERLY, CHRISTINA F	FTBE	16 PROBATION OFFICER	9/1/2013		0000	$37,904	1,457.88 B	SALARY INCREASE
255100	Adult Probation	FOWLER, BRITTNEY M	FTBE	9 PROBATION OFFICER	9/1/2013		0000	$35,174	1,352.88 B	SALARY INCREASE
255100	Adult Probation	FOX, JEFFREY H	FTBE	17 PROBATION OFFICER	9/1/2013		0000	$37,904	1,457.88 B	SALARY INCREASE
255100	Adult Probation	HARRIS, CELINE D	FTBE	40 PROBATION OFFICER	9/1/2013		0000	$37,904	1,457.88 B	SALARY INCREASE
255100	Adult Probation	HURT, STEPHEN C	FTBE	28 PROBATION OFFICER	9/1/2013		0000	$35,174	1,352.88 B	SALARY INCREASE
255100	Adult Probation	JAMES, RODERICK D	FTBE	4 SUPERVISOR/ADULT PROB	9/1/2013		0000	$62,171	2,391.23 B	SALARY INCREASE
255100	Adult Probation	JUAREZ, JENNIFER N	FTBE	14 PROBATION OFFICER	9/1/2013		0000	$35,174	1,352.88 B	SALARY INCREASE
255100	Adult Probation	MAGUIRE, STEPHANIE	FTBE	54 SECRETARY	9/1/2013		0000	$38,589	1,484.23 B	SALARY INCREASE
255100	Adult Probation	MCKEE, JOANNE	FTBE	48 SECRETARY	9/1/2013		0000	$38,671	1,487.38 B	SALARY INCREASE
255100	Adult Probation	MCNAIR, COREY L	FTBE	43 PROBATION OFFICER	9/1/2013		0000	$38,220	1,470.00 B	SALARY INCREASE
255100	Adult Probation	MILLER, JARVIS D	FTBE	49 SUPERVISOR	9/1/2013		0000	$52,499	2,019.23 B	SALARY INCREASE
255100	Adult Probation	MOORE, JOSEPH D	FTBE	15 DEPUTY DIRECTOR	9/1/2013		0000	$77,600	2,984.62 B	SALARY INCREASE
255100	Adult Probation	MORGAN, MONICA	FTBE	24 SECRETARY	9/1/2013		0000	$31,930	1,228.08 B	SALARY INCREASE
255100	Adult Probation	NESEMEYER, MARCIA K	FTBE	22 SECRETARY	9/1/2013		0000	$38,956	1,498.31 B	SALARY INCREASE
255100	Adult Probation	ORDAZ, WILLIAM H	FTBE	12 PROBATION OFFICER	9/1/2013		0000	$41,591	1,599.69 B	SALARY INCREASE
255100	Adult Probation	ROBERTSON, VICKI H	FTBE	26 SECRETARY	9/1/2013		0000	$38,810	1,492.73 B	SALARY INCREASE
255100	Adult Probation	SAUNDERS, KAREN F	FTBE	35 PROBATION OFFICER	9/1/2013		0000	$45,990	1,768.88 B	SALARY INCREASE
255100	Adult Probation	SULLIVANT, GAYLE M	FTBE	8 PROBATION OFFICER	9/1/2013		0000	$42,520	1,635.42 B	SALARY INCREASE
255100	Adult Probation	VANCE, KYMEBRLY JO	FTBE	41 PROBATION OFFICER	9/1/2013		0000	$38,220	1,470.00 B	SALARY INCREASE
255100	Adult Probation	VENEGAS, JESUS	FTBE	3 PROBATION OFFICER	9/1/2013		0000	$38,325	1,474.04 B	SALARY INCREASE
255100	Adult Probation	VILLARREAL, NORMA	FTBE	30 SUPERVISOR/ADULT PROB	9/1/2013		0000	$66,485	2,557.15 B	SALARY INCREASE
255100	Adult Probation	YORK, AVIS R	FTBE	21 PROBATION OFFICER	9/1/2013		0000	$35,962	1,383.19 B	SALARY INCREASE
255100	Adult Probation	ASHBY, SHERI L	PTBH	55 ADMINISTRATIVE ASSISTANT	9/1/2013		0000	$41,600	20.00 H	SALARY INCREASE
255108	High Risk Youth Offender	JONES, CHARLOTTE M	FTBE	1 PROBATION OFFICER	9/1/2013		0000	$39,380	1,514.65 B	SALARY INCREASE
255110	Special Substance Abuse	HENDERSON, ANTHONY C	FTBE	13 ASST. SUPERVISOR	9/1/2013		0000	$40,320	1,550.77 B	SALARY INCREASE
255110	Special Substance Abuse	SILVA, PHILIP J	FTBE	17 PROBATION OFFICER	9/1/2013		0000	$41,999	1,615.38 B	SALARY INCREASE

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Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
255110	Special Substance Abuse	SIMMONS, LINDELL L	FTBE	38 PROBATION OFFICER	9/1/2013		0000	$43,574	1,675.96 B	SALARY INCREASE
255116	Galv Cnty Adult Drug Cour	D'AMBRA, LINDA J	FTBE	13 PROBATION OFFICER	9/1/2013		0000	$40,999	1,576.92 B	ACCT # CHANGE
255116	Galv Cnty Adult Drug Cour	LACY, WILLIE H	FTBE	45 DRUG COURT ADMINISTRATOR	9/1/2013		0000	$45,999	1,769.23 B	ACCT # CHANGE
255116	Galv Cnty Adult Drug Cour	WATERWALL, CHASE A	FTBE	7 PROBATION OFFICER	9/1/2013		0000	$35,491	1,365.04 B	SALARY INCREASE
255116	Galv Cnty Adult Drug Cour	WILLIAMS, NICKISHA N	FTBE	34 PROBATION OFFICER	9/1/2013		0000	$35,174	1,352.88 B	SALARY INCREASE
255136	Sex Offender Supervision	KLYNG, KERRY A	FTBE	3 PROBATION OFFICER	9/1/2013		0000	$44,840	1,724.65 B	SALARY INCREASE
255136	Sex Offender Supervision	ROSEMON, VANESSA R	FTBE	23 ASST. SUPERVISOR	9/1/2013		0000	$41,362	1,590.88 B	SALARY INCREASE
255136	Sex Offender Supervision	THOMPSON, SHELLY M	FTBE	24 ASST. SUPERVISOR	9/1/2013		0000	$38,971	1,498.92 B	SALARY INCREASE
256100	Juvenile Justice	GAVION, BRIAN A	FTBE	26 JUVENILE PROBATION OFCR	9/1/2013		1600	$40,199	1,546.13 B	ACCT # CHANGE
256100	Juvenile Justice	HERNANDEZ, CARLOS	FTBE	14 JUVENILE RESOURCES-SUPV	9/1/2013		1800	$53,212	2,046.63 B	ACCT # CHANGE
256100	Juvenile Justice	HERRING JR, MATTHEW	FTBE	19 CASEWORK SERVICES-SUPV	9/1/2013		1800	$55,597	2,138.36 B	PROMOTION
256100	Juvenile Justice	RUNGE, JESSICA L	FTBE	13 JUVENILE PROBATION OFCR	9/1/2013		1600	$40,199	1,546.13 B	ACCT # CHANGE
256100	Juvenile Justice	STEWART, DELLA L	FTBE	16 JUVENILE PROBATION OFCR	9/1/2013		1600	$49,589	1,907.28 B	ACCT # CHANGE
256105	Juv Justice - Administration	GARATE, FAITH P	FTBE	3 DEPUTY DIR/CASEWORK SERV		8/31/2013	2200	$79,681	3,064.68 B	TERMINATION
256105	Juv Justice - Administration	NORRIS, BRENT T	FTBE	1 DIRECTOR	9/1/2013		2600	$113,266	4,356.41 B	ACCT # CHANGE
256105	Juv Justice - Administration	SANDERS, EARNESTINE L	FTBE	3 DEPUTY DIR/CASEWORK SERV	9/1/2013		2200	$61,316	2,358.31 B	PROMOTION
256110	State Aid Grant A	ALFORD, RONALD D	FTBE	467 SUPERVISOR-SPECIAL	9/1/2013		1400	$37,146	1,428.72 B	ACCT # CHANGE
256110	State Aid Grant A	DENEFIELD, WARREN J	FTBE	466 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256110	State Aid Grant A	EFFINGER, ERIKA M	FTBE	471 JUVENILE PROBATION OFCR	9/1/2013		1600	$42,109	1,619.60 B	ACCT # CHANGE
256110	State Aid Grant A	FREEMAN, CONSETTA A	FTBE	476 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$38,044	1,463.25 B	ACCT # CHANGE
256110	State Aid Grant A	GREEN, KEITH	FTBE	465 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256110	State Aid Grant A	HARDY, CHARLOTTE L	FTBE	485 JUVENILE PROBATION OFCR	9/1/2013		1600	$46,224	1,777.88 B	ACCT # CHANGE
256110	State Aid Grant A	HOWARD-BLOW,	FTBE	417 JUVENILE PLACEMENT OFCR	9/1/2013		1700	$59,880	2,303.11 B	ACCT # CHANGE
256110	State Aid Grant A	HOWELL, NIKKI D	FTBE	415 JUVENILE PROBATION OFCR	9/1/2013		1600	$40,199	1,546.13 B	ACCT # CHANGE
256110	State Aid Grant A	JOSEPH, JUNE V	FTBE	472 JUVENILE PROBATION OFCR	9/1/2013		1600	$49,589	1,907.28 B	ACCT # CHANGE
256110	State Aid Grant A	LARSON, FAITH L	FTBE	474 JUVENILE PROBATION OFCR	9/1/2013		1600	$40,199	1,546.13 B	ACCT # CHANGE
256110	State Aid Grant A	PARISH, ERVIN R	FTBE	418 JUVENILE PROBATION OFCR	9/1/2013		1600	$47,318	1,819.95 B	ACCT # CHANGE
256110	State Aid Grant A	SCRANTON, TRUMAN J	FTBE	470 JUVENILE PROBATION OFCR	9/1/2013		1600	$40,199	1,546.13 B	ACCT # CHANGE

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256110	State Aid Grant A	VALDIVIA, CINDY M	FTBE	473 JUVENILE PROBATION OFCR	9/1/2013		1600	$40,199	1,546.13 B	ACCT # CHANGE
256118	Detention	ALFRED-THOMPSON,	FTBE	29 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256118	Detention	BOZANT, ANTHONY	FTBE	33 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256118	Detention	BROWN, ROBERT T	FTBE	45 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256118	Detention	CLAY, KANEICHA Y	FTBE	28 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256118	Detention	DAVIS, FABIAN	FTBE	22 JUVENILE PROBATION OFCR	9/1/2013		1600	$40,199	1,546.13 B	ACCT # CHANGE
256118	Detention	EDWARDS, DAVID R	FTBE	47 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256118	Detention	EVANS, ROSHANDRA M	FTBE	53 CENTRAL CONTROL OPERATOR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256118	Detention	GUIDRY JR, AVERY G	FTBE	24 JUVENILE PROBATION OFCR	9/1/2013		1600	$40,199	1,546.13 B	ACCT # CHANGE
256118	Detention	GUNNOE, GARREN	FTBE	35 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256118	Detention	HARDY, COREY L	FTBE	41 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$36,270	1,395.03 B	ACCT # CHANGE
256118	Detention	KAY, JOSIE V	FTBE	30 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$38,044	1,463.25 B	ACCT # CHANGE
256118	Detention	MOSLEY, CLARENCE	FTBE	46 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256118	Detention	MYLES JR, LARRY	FTBE	38 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256118	Detention	NICHOLS, DAMIEN S	FTBE	32 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256118	Detention	NUNEZ, JOANNA MAY	FTBE	21 JUVENILE PROBATION OFCR	8/29/2013		1600	$40,199	1,546.13 B	PROMOTION
256118	Detention	PINES, TIFFANY N	FTBE	56 CENTRAL CONTROL OPERATOR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256118	Detention	RANDALL, GREGORY	FTBE	43 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256118	Detention	SIMMONS, SHAILEN J	FTBE	44 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256118	Detention	SMITH, JACQUELINE F	FTBE	54 CENTRAL CONTROL OPERATOR	8/29/2013		1200	$38,044	1,463.25 B	REASSIGNMENT
256118	Detention	SWEENY, BRANDON R	FTBE	39 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256118	Detention	TERRELL, DAVID L	FTBE	2 DEPUTY DIR OF DETENTION	9/1/2013		2200	$65,840	2,532.34 B	ACCT # CHANGE
256118	Detention	WALKER, LAMAR A	FTBE	48 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256118	Detention	WARNER, DEREK A	FTBE	31 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256118	Detention	WATKINS, CELESTE E	FTBE	55 CENTRAL CONTROL OPERATOR	9/1/2013		1200	$32,975	1,268.29 B	ACCT # CHANGE
256118	Detention	WATSON, DINK T	FTBE	51 JUV DET SUPERINTENDENT	9/1/2013		2000	$51,974	1,999.03 B	ACCT # CHANGE
256118	Detention	WHITEST JR, JOE N	FTBE	49 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256118	Detention	WILLIAMS JR, JAMES E	FTBE	50 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256118	Detention	WILSON, MICHAEL A	FTBE	37 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256119	Post Program	GAMBLE, JACQUELINE	FTBE	23 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE

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256119	Post Program	JUAREZ-DELGADO,	FTBE	40 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256119	Post Program	ROBEISON, FLETCHER L	FTBE	42 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256119	Post Program	SCOTT, KEVIN W	FTBE	34 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256119	Post Program	SWARTZ, KENNETH D	FTBE	36 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$32,201	1,238.52 B	ACCT # CHANGE
256155	JJAEP	GOYNES, ANGELIA M	FTBE	68 JUVENILE SUPERVISION OFCR	9/1/2013		1200	$42,881	1,649.30 B	ACCT # CHANGE
256155	JJAEP	WATSON, GLEN R	FTBE	20 DEPUTY DIR/SPECIAL	9/1/2013		2200	$70,713	2,719.76 B	ACCT # CHANGE
312120	F.M. Lateral Road	BALLARD, TERRY GLENN	FTBE	51 MECHANIC HELPER	8/29/2013		09A1	$26,703	1,027.06 B	APPOINTMENT
411100	Mosquito Control District	BLEVINS, JUSTIN	PTNH	500 SPRAY OPERATOR-TEMP	8/29/2013		10A1	$14,029	13.49 H	APPOINTMENT
443100	Indigent Care and Med.	PUENTES, ERICA	FTBE	8 GUARDIAN		9/6/2013	16A1	$37,731	1,451.21 B	TERMINATION
513200	Galv Cnty Museum	DILLER, CHRISTIAN N	FTBE	2 MUSEUM CURATOR	9/9/2013		14A1	$34,182	1,314.72 B	APPOINTMENT
522020	Parks Division	MORALES, JANIE MARIE	FTBE	98 SENIOR PARKS MAINT WORKER	9/9/2013		10A1	$28,055	1,079.05 B	PROMOTION
522020	Parks Division	SISTER, MARY E	PTBH	102 RECEPTIONIST (CSR)		9/2/2013	02A1	$9,453	9.09 H	TERMINATION
522042	Beach Maintenance	GREER, JAMIE E	PTNH	500 PARK AIDE SEASONAL		9/2/2013	02A1	$9,453	9.09 H	TERMINATION
544042	Beach Maintenance-Rd &	GRILLETT, NAHTAHNI	FTBE	1 HEAVY EQUIPMENT OPERATOR	9/4/2013		09A1	$26,703	1,027.06 B	APPOINTMENT
610200	County Extension	SIMMONS, MARILYN H	FTBI	1 COOPERATIVE EXTENSION		8/31/2013	16O1	$40,534	1,559.01 B	TERMINATION

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

AGENDA ITEM #3.

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

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

RECEIVED
SEP 20 2013
GALVESTON COUNTY JUDGE

September 17, 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
12 9TH STN	TEXAS CITY TX 77590-	11-SEP-2013	185948
1107 WALKER ST	LA MARQUE TX 77568	11-SEP-2013	593979
2512 BOSS	LA MARQUE TX 77568	12-SEP-2013	594129
1903 1/2 GULF FWY LOT SALES	LA MARQUE TX 77568	10-SEP-2013	593679
W 2004 1/2 LEAGUE CITY PKWY	LEAGUE CITY TX 77573	11-SEP-2013	594009

AGENDA ITEM #4.

2015 COUNTY HOLIDAY SCHEDULE JUSTICE CENTER CLOSED

Holiday	Date	Day of the Week
New Year's Day	Jan. 1	Thursday
Martin Luther King Day	Jan. 19	Monday
Good Friday	April 3	Friday
Memorial Day	May 25	Monday
Independence Day Observed	July 3	Friday
Labor Day	Sept. 7	Monday
Veterans Day	Nov. 11	Monday
Thanksgiving	Nov. 26	Thursday
	Nov. 27	Friday
Christmas Eve	Dec. 24	Thursday
Christmas Day	Dec. 25	Friday
New Year's Eve	Dec. 31	Thursday

AGENDA ITEM #5.

COUNTY OF GALVESTON

On this the 1st day of October, 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** is proud to honor the **4-H Youth Development Program** of the **Texas A&M AgriLife Extension Service** for 107 years of providing experience-based education to youngsters throughout the Lone Star State; and

Whereas, there are currently 25 organized **4-H clubs** within Galveston County with 525 youths participating in the **4-H Program,** led by 160 leaders in Galveston County; and

Whereas, outreach efforts of the **4-H Program** in the past year reached 9,875 youths through eighteen special interest groups and curriculum enrichment supported by 623 adult volunteers in Galveston County; and

Whereas, the **4-H Program** is sponsored in Texas by **Texas Agrilife Extension** of the **Texas A&M University System** and is open to all youths between the ages of nine (9) and eighteen (18) years of age regardless of socioeconomic level, race, sex, religion, disability or creed; and

Whereas, the **4-H Program** is also an adult educational program with over 50,000 adult volunteers who make a positive contribution to the community, be it urban, rural or a mixture thereof through community service and citizenship activity; and

Whereas, support of the **4-H Program** is an investment in the education and development of millions of boys and girls who are our nation's most precious resource; and

Whereas, the **Commissioners' Court of Galveston County, Texas**, enthusiastically endorses and supports the **Galveston County 4-H Program**; and

Whereas, the week of **October 6-12, 2013**, has been designated as **National 4-H Week**; and

Whereas, it is the desire of the **Commissioners' Court of Galveston County** to pay tribute to this worthwhile organization

Now, Therefore Be It Resolved that the **Commissioners' Court of Galveston County** takes great pride in designating the week of **October 6-12, 2013**, as **4-H Week** in all of Galveston County

Be it Further Resolved, that a copy of this Resolution be spread upon the minutes of this Court and that the Original hereof be furnished to the **4-H Program of Galveston County**.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this the 1st day of October 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 #6.

GLO CONTRACT NO. 12-513-000-6727
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM NON-RENTAL HOUSING PROJECTS
ROUND 2 SUBRECIPIENT GRANT AGREEMENT
AMENDMENT NO. 1

STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§

The **TEXAS GENERAL LAND OFFICE**, ("GLO") and **COUNTY OF GALVESTON,** ("Subrecipient"), parties to that certain Community Development Block Grant disaster recovery grant agreement effective March 11, 2013, and denominated GLO Contract No. 12-513-000-6727 ("Contract"), now desire to amend the Contract.

WHEREAS, the parties desire to revise the Performance Statement to amend the total number of recipients; and

WHEREAS, this amendment will result in no additional encumbrance of grant funds;

NOW, THEREFORE, the parties hereby agree to amend and modify the Contract as follows:

1. **ATTACHMENT A** of the Contract, **Performance Statement and Benchmarks**, is hereby deleted and replaced by the **Revised Performance Statement and Benchmarks**, attached hereto and incorporated herein for all purposes as **ATTACHMENT A-1**.

2. This Amendment No. 1 shall be effective as of the date signed by the last party.

3. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract, shall remain in full force and effect.

4. Further material revision to the Contract shall be by written agreement of the parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 1
TO GLO CONTRACT NO. 12-513-000-6727
SUBRECIPIENT HOUSING GRANT AGREEMENT – ROUND 2

GENERAL LAND OFFICE	**COUNTY OF GALVESTON**
_____	_____
Larry L. Laine, Chief Clerk/ Deputy Land Commissioner	By:_____ Title:_____
Date of execution:_____	Date of execution:_____

ARJ LEGAL
LCP DIV
AGC
GC

ATTACHED TO THIS CONTRACT:

ATTACHMENT A-1 - REVISED PERFORMANCE STATEMENT AND BENCHMARKS – NON-RENTAL HOUSING PROJECTS

ATTACHMENT FOLLOWS

COUNTY OF GALVESTON

REVISED PERFORMANCE STATEMENT

Subrecipient shall carry out the following housing activities in County of Galveston in strict accordance with the terms of the Subrecipient's approved Housing Guidelines, Contract and all Attachments, whether attached physically or incorporated by reference.

Project Description

The Subrecipient will provide homeowner repair, rehabilitation, reconstruction, and new construction activities for six hundred twenty-two (622) households at a not-to-exceed total amount of one hundred million eight hundred sixty-five thousand one hundred seventy-six dollars and six cents ($100,865,176.06). Project Delivery and Administration costs will not exceed twelve million one hundred three thousand eight hundred twenty-one dollars and thirteen cents ($12,103,821.13), or twelve percent (12%) of the total grant allocation.

Housing Assistance Program-HAP-LMI

The Subrecipient will provide homeowner repair, rehabilitation, and reconstruction assistance activities for six hundred twenty-two (622) households, including Homeowner Opportunity Program (HOP) assistance, as applicable, with a not-to-exceed budget of ninety million four hundred twenty-eight thousand three hundred seventy-eight dollars and ninety-two cents ($90,428,378.92). All of the households served through this program must be low and moderate income families, as defined by HUD, including the categories of very low Income HH (<30%), low income HH (31%-50%), and moderate income HH (51%-80%) as noted in the contract.

The rehabilitation activities must comply with local building codes and standards, Housing Quality Standards, per U.S. Department of Housing and Urban Development (HUD) as well as local health and safety codes. All reconstructed and newly constructed housing units must comply with the universal design features for new construction, as established by §2306.514, the Texas Government Code, Energy Standards as verified by a RESCHECK certification and the International Residential Codes, as required by Subchapter, Chapter 214, Local Government Code. All replacement housing including manufactured housing units or modular homes must comply with HUD construction standards and state and local or regional building codes, as applicable.

Subrecipient shall conduct inspections on all Housing Units as follows: (1) foundation, including elevation certification when building in a floodplain; (2) rough-in (mechanical, plumbing, and electrical); (3) structural; (4) insulation; and (5) a final inspection; to meet the International Residential Code 2009, or the Local, County, State, or Federal Code whichever is most stringent.

If the Housing Unit is located in an unincorporated or rural area, Subrecipient shall hire a certified 2009 IRC inspector to conduct the required inspections, and shall maintain all inspection documentation in the activity file.

Removal of Slum and Blight Properties-SB

The subrecipient will authorize the expenditure of up to two million dollars ($2,000,000.00) for the removal of two hundred (200) dilapidated structures that contribute to slum and blight conditions in the County. The locations of these structures have not been determined at this time.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

COUNTY OF GALVESTON

NON-RENTAL BENCHMARKS

Two (2) Months from the Contract effective date:

- The Subrecipient is required to submit Housing Guidelines for approval by the General Land Office (GLO) within sixty (60) days of the effective date of the Contract.

Twelve (12) Months from the Contract effective date:

- One hundred percent (100%) of applicants have been identified;
- A total of fifty percent (50%) of setups for eligible households have been approved by the GLO and;
- Ten percent (10%) of project funds have been drawn down by the Subrecipient. These households will be served under the Homeowner Assistance Programs authorized by HUD.

Eighteen (18) Months from the Contract effective date:

- A total of one hundred percent (100%) of setups have been approved for eligible applicants;
- Fifty percent (50%) of the construction of all homes must be complete, and;
- Twenty-five percent (25%) of the project funds drawn down by the subrecipient.

Twenty-Two (22) months from the Contract effective date:

- A total of one hundred percent (100%) of the construction of all homes must be complete and;
- Seventy-five percent (75%) of the project funds drawn down by the subrecipient.

Twenty-four (24) months from the Contract effective date:

- One hundred percent (100%) of projects closed out and approved by the GLO.

AGENDA ITEM #7.

On this the 1st day of October, 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 Designating the First Tuesday of Each Month as the Regular Term of the Galveston County Commissioners' Court.

Whereas, V.T.C.A., Local Government Code 81.005(a) provides that at the last regular term of each fiscal year of the County, the Commissioners' Court by Order shall designate a day of the week on which the Court shall convene in a regular term each month during the next fiscal year.

Whereas, the fiscal year for the County of Galveston begins on October 1 of each year;

Now, Therefore, Be it Ordered that, for the upcoming fiscal year, the Commissioners' Court shall convene in a regular term on the first Tuesday of each month and that, unless special meetings are called in accordance with the provisions of V.T.C.A., Local Government Code §81.005(b) the Court intends to meet every two weeks thereafter.

Upon Motion Duly Made and Seconded the above Order was unanimously passed this 1st day of October, 2013.

County of Galveston, Texas

By _____

Mark A. Henry, County Judge

Attest:

_____

Dwight D. Sullivan
County Clerk

depts\commct\resolut\regular term 2013

AGENDA ITEM #8.

On this the 1st day of October, 2013, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present:

Mark A. 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 designating that all monies that otherwise would be deposited in an Officers' Salary Fund be deposited in Galveston County's General Fund.

Whereas, V.T.C.A., Local Government Code §154.007 provides the Commissioners' Court may, at its first regular meeting in the first month of each fiscal year, direct, by order entered in its minutes, that all money that otherwise would be deposited in an Officers' Salary Fund created under Local Government Code, Chapter 154 may be deposited in the General Fund of the County. It is the desire of the Commissioners' Court to pass this Order.

Now, Therefore, Be It Ordered as follows:

1) That pursuant to the authority given it by V.T.C.A., Local Government Code §154.007 the Commissioners' Court of Galveston County directs that for this fiscal year that all money that otherwise would be placed in the Officers' Salary Fund be deposited in the General Fund.

2) That this Order be recorded in the minutes of the Commissioner' Court.

4) That a copy of this Order be furnished by the County Clerk to the County Auditor, the County Treasurer and the County Budget Officer.

Upon Motion Duly Made and Seconded, the above **Order** was unanimously passed on this the 1st day of October, 2013.

County of Galveston, Texas

By: _____

Mark A. Henry
County Judge

Attest:

_____

Dwight D. Sullivan
County Clerk

Depts\commct\resolut\Officers Salary Fund Annual Resolution 2013

AGENDA ITEM #9.

COUNTY OF GALVESTON

On this the 1st day of October, 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, on October 1, 2013, one of Galveston County's most dedicated, beloved and devoted employees, **Patricia A. Smith** Case Manager for Meals on Wheels retires from her position with the **Galveston County Department of Parks and Senior Services**; and

Whereas, Patricia began her distinguished career with **Senior Services Program** on February 28, 1991, striving to serve home delivered clients. Since her first day of employment **Patricia** was an invaluable asset to the **Senior Services Program**, always showing herself to be a devoted and compassionate individual with a flair for efficiency and organization; and

Whereas, Patricia has exhibited great dedication in working with the citizens of Galveston County on providing them with much needed meals; and

Whereas, Patricia's knowledge, skill, integrity, and dedication to duty were demonstrated on a daily basis for the over twenty-two years she worked for the **Senior Services Program.** Her friendly attitude and skillful manners were well recognized and appreciated not only by her supervisors and co-workers but also by those who have had the pleasure of coming in contact with her. Without the conscientious, dedicated, capable and hard work of employees like **Patricia A. Smith,** the operations of the **Senior Service's Program** would have been severely hampered; and

Whereas, Patricia's retirement will leave a void in the hearts of the people she had worked with for so long and so well. She will be sorely missed by all those who have had the privilege and honor of working with her; and

Whereas, the **Commissioners' Court of Galveston County, Texas** wishes to express its appreciation to **Patricia A. Smith** for her long and faithful service to the County and wishes her luck in her future endeavors and good health for many years to come.

Now, Therefore Be it Resolved, that the **Commissioners' Court of Galveston County, Texas** issues this **Resolution of Appreciation** to **Patricia A. Smith** in thanks for her many years of faithful and unselfish dedication and devotion to all citizens of Galveston County.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed this 1st day of October, 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 #10.

COUNTY of GALVESTON
LEGAL DEPARTMENT
COUNTY COURTHOUSE

722 MOODY STREET 5TH FLOOR • GALVESTON, TEXAS 77550

ROBERT B. BOEMER
BARRY C. WILLEY
MYRNA S. REINGOLD

September 24, 2013

Hon. James D. Yarbrough
Hon. County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re: Claim for Damages
Claimant: Jasyn Jefferies
Amount: $997.18
Date of Claim: 07/23/13

Gentlemen:

This is to inform you that a full and final settlement of the above referenced claim has been made.

The facts underlying this claim are that on or about the above referenced date claimant's vehicle was damaged by debris thrown from a mower while lawn maintenance work was being performed near the Galveston County Justice Center. The accident caused damages in the amount of $997.18. The settlement amount represents the full amount of property damages of $848.94 plus loss of use of $148.24. There are no personal injury claims pending in this matter. The necessary release has already been executed.

By copy hereof, I am forwarding the County Purchasing Agent the necessary paperwork to begin preparation of the check. Should you have any questions, please call.

Sincerely,

Barry C. Willey

Barry C. Willey

BCW/mfa
cc: Mr. Rufus Crowder, Purchasing Dept.
Mr. Mel Trammell, Finance and Administration
Sheriff Henry Trochesset

AGENDA ITEM #11.

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 25, 2013

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

Re: Authorization to add Tophat Double Axle Utility Trailer into Facilities Inventory

Gentlemen,

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

- One (1) 2000 16 Foot Tophat Double Axle Utility Trailer VIN TR208306

This vehicle was made available as a result of an Agreed Interlocal Judgment, Case No. 040130005.

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: Thursday, September 19, 2013 9:31 AM
To: McCullough, Darla
Subject: Agenda Items
Attachments: Scanned from a Xerox Multifunction Device.pdf

Hello Darla,

Please put on the next available Commissioner's Court the request to receive and file in Facilities inventory the following seized property:

1 ea 2000 Top Hat 16' Flatbed Trailer

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

THE STATE OF TEXAS
c/o Detective Enochs
Galveston County Auto Crimes Task Force

JUSTICE OF THE PEACE

PCT 4

VS

COUNTY OF GALVESTON

16 foot Tophat Double Axle Utility Trailer

CASE NO# O40130005

JUDGMENT AND ORDER

ON THIS the 14th day of august, 2013, the Court having heard evidence on the matter of the above-titled cause: Awards the above-listed property to Galveston County.

IT IS THEREFORE, ORDERED, ADJUDGED, AND DECREED, that the above-listed property, to wit: Is to be recovered by Galveston County and Texas Department of Motor Vehicles is to assign a VIN# and Title to the County of Galveston.

ENTERED this the 14th day of August, 2013.

M.W. Nelson
Justice of the Peace
Precinct Four
Galveston County Texas

ASSET ACQUISITION FORM

DATE: 1/19/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ Charles Kenworthy Facilities
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 X Seizure ____ Other: _____

Description: Tandem Axle Trailer Color: Black

Year: 2000 Make: Top Hat Model: 16' EP

Serial/VIN: TR 208306 Date received: _____

Acquired From: Name: Seizure Phone No: _____

Address: _____

City State: _____

**Fair market value at time of receipt: $ 1600.00

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: _____

If No, date scheduled to go before Commissioner's Court: TBD

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

9/19/13
Date Form Processed

VD
Fixed Asset Property Manager

Form No. FA 01
Revised 02/01/2013

Texas Department of Motor Vehicles
VTR-68-N
(Rev 11/09)

NOTICE OF ASSIGNED NUMBER OR INSTALLATION OF REASSIGNED VEHICLE IDENTIFICATION NUMBER

Number Issued	Date
TR208306	9/13/2013

Make	Year	Body Style	Current License Number	Title Number
TOPHAT	2000	UT		

Owner's Name: County of Galveston

Owner's Address, City, State and Zip Code: 722 Moody, Galveston, TX 77550

DIE-STAMPING INSTRUCTIONS TO OWNER

The assigned number should be die-stamped in the location indicated below:

- [ ] **Assigned TEX Number** - on the left front door post. However, if this is not possible due to the construction of the vehicle, or if the vehicle has no body, die-stamp the assigned number on a portion of the frame forward of the passenger compartment on the driver's side of the vehicle. If the vehicle is a Volkswagen or a Volkswagen floorpan was used in the vehicle construction, the assigned number is to be die-stamped on the frame tunnel just behind the front seat in the vicinity of the back passenger's feet (under original manufacturer's VIN location).
- [ ] **Motorcycle TEX Number** - on the right (curb) side of the frame on the neck of the steering head.
- [x] **Trailer TR Number** - on the permanent part of the frame, right side, forward of axle or tandem assembly of the trailer.
- [ ] **Reassigned Trailer Number** - on the permanent part of the trailer on the lower front right (curb) side adjacent to the reassigned VIN decal. (Complete owner certification.)
- [ ] **Travel Trailer HT Number** - on the right (curb side) front of the frame on the travel trailer, on an open part and in an accessible place that extends beyond the body.
- [ ] **Reassigned Travel Trailer Number** - on the right (curb side) front of the frame on the travel trailer, on an open part and in an accessible place that extends beyond the body. (Complete owner certification.)
- [ ] **Equipment TEX E Number** - near the location of the original identification number. However, if this location cannot be determined, die-stamp the number on the frame or body of the equipment in such a manner that it is visible to the public.
- [ ] **Component Parts:**
  - [ ] **Motor T Number** - on engine block. **NOTE:** If the engine is installed in a 1955 or prior year model vehicle, except Ford products manufactured since March 31, 1932, the owner must file an application for a corrected Texas Certificate of Title to record the new motor vehicle number.
  - [ ] **Transmission TM TX Number** - on lower mounting lip of transmission case facing up.
  - [ ] **Frame F TX Number** - on right (curb side) front of frame near front axle.
  - [ ] **Body B TX Number** - on left front door post.

DO NOT DIE-STAMP ASSIGNED NUMBER OVER ORIGINAL NUMBER

WARNING! FAILURE TO DIE-STAMP THE ASSIGNED NUMBER AS PROVIDED HEREIN IS A VIOLATION OF THE TRANSPORTATION CODE, §501.032.

REGIONAL OFFICE CERTIFICATION OF INSTALLATION OF REASSIGNED VEHICLE IDENTIFICATION NUMBER (VIN) OR ASSIGNED MOTORCYCLE NUMBER (TEX)

The above reassigned VIN was installed by:

Houston — Regional Office

Authorized Signature

Title — Date

DECAL CONTROL #

VEHICLE OWNER'S CERTIFICATION (REQUIRED FOR ALL ASSIGNED NUMBERS AND FOR REASSIGNED NUMBERS ISSUED FOR TRAILERS, SEMITRAILERS, AND TRAVEL TRAILERS)

I hereby certify that the number shown above has been placed in the location indicated on this certificate.

Owner's Signature

Date

WARNING: THE TRANSPORTATION CODE, §501.155, PROVIDES THAT FALSIFYING INFORMATION ON ANY REQUIRED DOCUMENT IS A THIRD-DEGREE FELONY.

ADDITIONAL INSTRUCTIONS FOR THE OWNER:

After your reassigned number has been installed or your assigned number has been die-stamped on your vehicle, equipment, or component part, you should:

- [x] Contact your county Tax Assessor-Collector and file an application for (Original) or (Corrected) Texas Certificate of Title.
- [x] Maintain this form with your ownership documents.

Texas Department of Motor Vehicles
Form VTR-68-A
(Rev. 09/10)
Page 1 of 2

Application for Assigned or Reassigned Number

$2 processing fee and Ownership Document(s) must accompany this application
(A $40 vehicle inspection fee also may apply - see inspection fee info on page 2)

FOR DEPARTMENT USE ONLY

Type of Number Issued
- [ ] Reassigned Manufacturer's VIN
- [ ] Assigned VIN
- [x] Trailer
- [ ] Component Part
- [ ] Motor Number as VIN
- [ ] Motorcycle VIN
- [ ] Travel Trailer
- [ ] Equipment

Number Assigned: TR208306

Decal Number:

Approved by: [signature] VTR-Hou

Owner Information - Type or print legibly

Last Name or Business (as shown on Title)	First Name	MI
County of Galveston		

Address	City
722 Moody	Galveston

State	ZIP	Phone	Driver License No.	DL State of Issue	DL Expiration
TX	77550	(409) 766-7590			

The owner applies for an assigned number to be affixed to the following motor vehicle, component part, or equipment:

- [ ] Motor _____ Year and Make of Motor
- [x] Frame 2000 Top Hat Year and Make of Frame
- [ ] Transmission _____ Year and Make of Transmission
- [ ] Body _____ Year _____ Make _____ Body Style

Vehicle Identification Number	Title Document Number

INSPECTION REPORT TO BE COMPLETED BY LAW ENFORCEMENT AGENCY/AUTO THEFT UNIT

This inspection covers: (Check ALL appropriate boxes) [ ] Motor Vehicle Component Part Only [ ] Motor Vehicle [ ] Motorcycle Frame [ ] Motorcycle Motor [ ] Travel Trailer [x] Trailer [ ] Semitrailer [ ] Part is installed in applicant's vehicle [ ] Equipment [ ] Part is not installed in applicant's vehicle [ ] MANUFACTURER DID NOT ASSIGN IDENTIFICATION NUMBER TO THE: _____ Show part(s) as applicable

- [ ] Vehicle assembled from parts for which no identification number was ever affixed to body, if motor vehicle, or to frame, if motorcycle, travel trailer, trailer, or semitrailer.
- [x] Number assigned by manufacturer for identification purposes has been removed, changed, or obliterated.
- [ ] Unable to determine the true manufacturer's number – explain in REMARKS section below.

REMARKS - Describe alterations. Trailer was seized by the County of Galveston and awarded by Judicial Process under Chapter 47 of The Texas Code of Criminal Procedure. Trailer was examined and all manufacture applied numbers were found to have been removed. Trailer was only able to be identified as a 16ft, Tandem axle, Top Hat trailer. Year model determined to be 2000.

I personally inspected the vehicle, part, or equipment described above and found the true and original manufacturer's identification number to be:

_____ or [x] I was unable to determine the true manufacturer's identification number.

My official ID number is 1713 with →

- [ ] Municipal Police Auto Theft Unit
- [ ] County Sheriff's Department Auto Theft Unit
- [ ] Federal Bureau of Investigation
- [ ] National Insurance Crime Bureau
- [ ] Texas Department of Public Safety – MVTS
- [ ] Auto Burglary and Theft Prevention Authority

NOTE: Application is VOID if not submitted to a VTR Regional Office within 30 calendar days of law enforcement inspection.

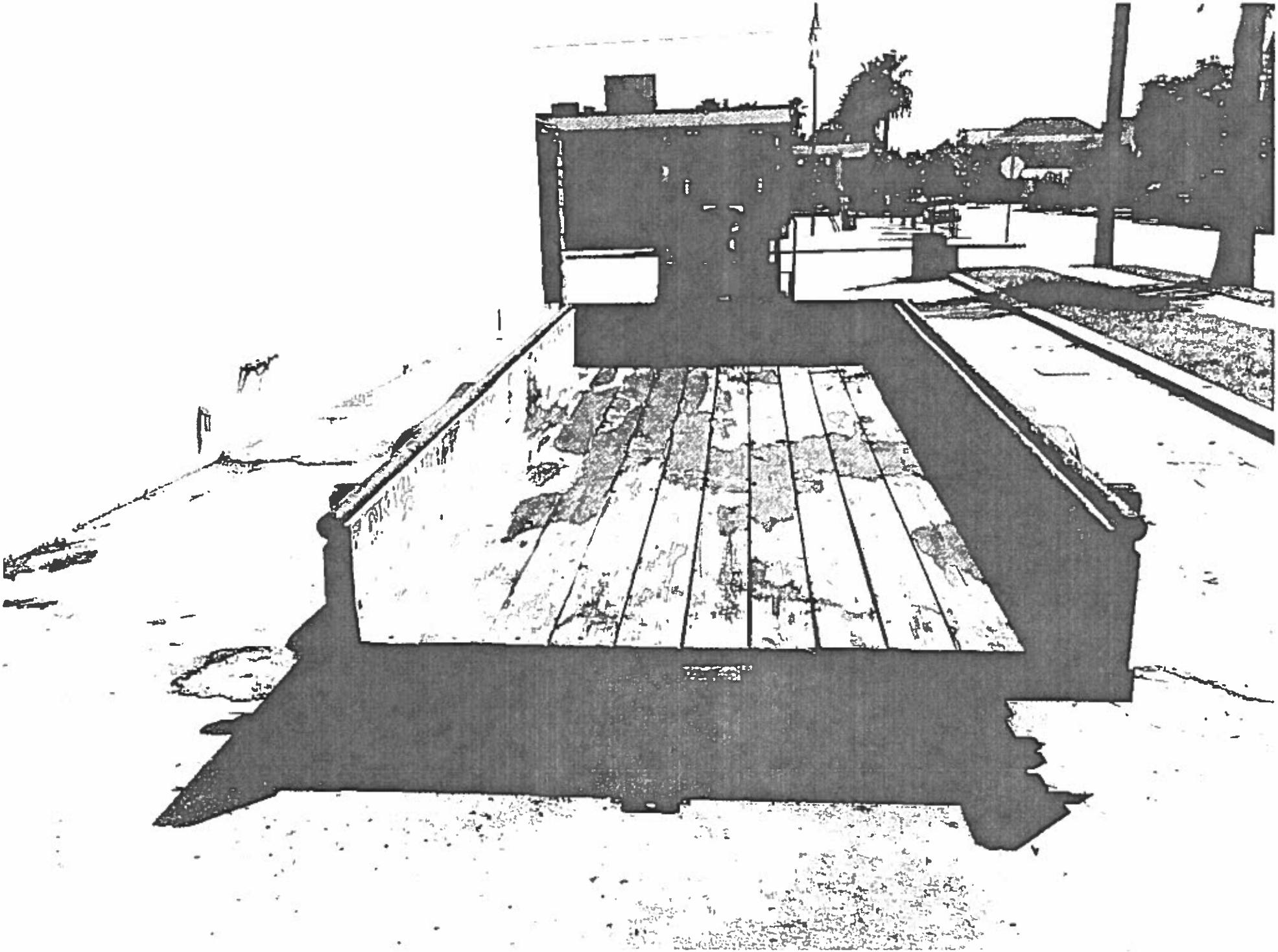
John Blackwell
Printed Name of Officer

(409) 766-4500
Phone Number

[signature]
Signature of Officer

9/12/2013
Date

Galveston
City/County



AGENDA ITEM #12.

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

September 25, 2013

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

Re: OfficeMax Rebate Check #3680111

Gentlemen,

As a result of the Galveston County Commissioners' Court's cooperative involvement in OfficeMax's America Saves office supply contract, the following check totaling $1,016.38 has been forwarded to the County Treasurer for deposit into the general fund.

This check represents customer rebate monies due to the County based on a volume purchases made from July 2012 through June 2013.

The Purchasing Department will continue to strive to find ways to bring value to the procurement function through cooperative e-procurement initiatives.

A copy of the check is attached for your review.

Sincerely,

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

Attachments

americasaves
AT-A-GLANCE

Situation

Cost pressures and tax revenue challenges are forcing local governments and school districts to lower their operating costs.

Business impact

These pressures don't eliminate your basic responsibility to support your constituents. It's the challenge of doing more with less.

How OfficeMax helps

We'll analyze your operating spend and identify cost saving alternatives. Better yet, we'll include you in our existing competitive bid agreement America Saves.

Business value

America Saves helps you save money and time by leveraging a $40 million pooled spend and removing the hassle of going through your own bid process.

Less can do lots more with America Saves℠ from OfficeMax®.

How do you reduce operating costs and deliver the same level of service to your constituents?

Overview

Oakland County, Michigan has authorized public agency access to their OfficeMax America Saves office supply contract for cooperative purchasing (piggybacking) through Public Sourcing Solutions. State and local government agencies, public schools and not for profits nationwide may access the pricing and terms for the purchase and delivery of the complete catalog of products and services offered under the America Saves program.

Lower your costs for office supplies

With America Saves from OfficeMax you enjoy the advantages of cooperative purchasing while eliminating the need for a bid process.

Create a core list and enjoy great pricing

There are approximately 400 aggressively priced items on the Master Core List. Each organization can also customize a unique core list of items at market competitive pricing. All other catalog items receive discounts ranging from 30% – 50% off the list price with a 10% margin floor.

Rebates offer up to 5% of additional savings

Rebates are tiered by spend and based on size. By using a single source for your products and services, you can drive revenue right back into your organization.

Getting started

There's no cost to join, and when you become an OfficeMax contract customer, we'll assign a local account management team backed by the experience of the entire OfficeMax organization.

About Public Sourcing Solutions

Public Sourcing Solutions, a not for profit cooperative purchasing organization, dedicated to bringing contract savings and efficiencies to public institutions nationwide. As a division of Ed Cooperative Purchasing (ECP), PSS draws on more than 75 years of experience in non profit and educational procurement. PSS aims to leverage its consortium purchasing expertise to connect state government agencies, cities, municipalities, counties and K-12 school districts with high quality, easy access Site contracts. For more information, visit www.publicsourcing.org

©2013 OMX, INC. ALL RIGHTS RESERVED

A piggybackable purchasing program offered exclusively by OfficeMax.

How does America Saves deliver significant savings?

America Saves provides the opportunity for OfficeMax® contract customers – either K-12 or government agencies – to piggyback on the bid process of any public entity utilizing existing contracts to save time, money and resources.

The America Saves contract trends at a pooled spend of over $40 million. This allows customers to leverage significant savings – discounts ranging from 30% – 50% with a 10% margin floor on products purchased through OfficeMax catalogs.

Get unparalleled value on items such as office and school supplies, furniture, printing products and services, as well as cleaning and breakroom supplies. With our help you'll enjoy:

- Great pricing
- Time and resource savings
- National access
- No cost to participate
- Quality products and services

Enjoy generous rebates

Get rebates for savings you can drive right back into your organization.

$0 to $150,000	1%
$150,001 – $500,000	2%
$500,001 – $1M	3%
$1M +	4%

Average order size rebate of 1% of sales if annual average order size is greater than $299.

Seamless transition

Becoming an OfficeMax contract customer is a transition that we manage with the least disruption possible. We'll assign a dedicated local account management team, backed by the strength of the entire OfficeMax organization, to coordinate the process.

The OfficeMax difference

Great products from leading companies at competitively awarded prices are just the start. With OfficeMax, you can always count on responsive delivery and attentive service.

America Saves customers can expect:

- Outstanding pricing options
- Best-in-class services
- Consistent on-time performance
- Powerful e-commerce and reporting solutions
- Local service and support
- Activity-based incentives

Over 1000 public agencies from 35 states use America Saves.

To inquire about becoming an OfficeMax America Saves customer, call 877.969.OMAX. Or email AmericaSaves@officemax.com.

What CLEANING & BREAKROOM, FURNITURE, TECHNOLOGY, PROMOTIONAL ITEMS and/or PRINT needs can we assist you with today, or in the future???

Kim Mules
Senior Account Executive, OfficeMax Workplace℠

OFFICEMAX NORTH AM, INC.
1590 FIRST AVENUE
OTTAWA, IL 61350

OfficeMax

RETURN SERVICE REQUESTED

Check No.	3680111
Check Date	08/30/2013
Check Amount	$1,016.38
Vendor No.	0000971545

US-000750 0001 0001 000932
GALVESTON COUNTY
FL 1
722 21ST ST
GALVESTON TX 77550-2318

Invoice Date	Invoice Number	Comp Store PO Description	Invoice Amount	Discount Amount	Net Amount
06/30/2013	0712-0613 AMSA	2100 5008 0693054 5008 AM SAVES 0712-0613 ANNUAL	$1,016.38		$1,016.38
		TOTAL			$1,016.38

PLEASE FOLD ON PERFORATION AND DETACH HERE

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

OFFICEMAX NORTH AM, INC.
1590 FIRST AVENUE
OTTAWA, IL 61350

OfficeMax

3680111
August 30, 2013
64-1278/611 GA
VOID AFTER 90 DAYS

Amount: **One Thousand Sixteen dollars and 38 cents**

$1,016.38

Pay to the order of
GALVESTON COUNTY
FL 1
722 21ST ST
GALVESTON TX 77550-2318

Bank of America N.A.
Atlanta, Dekalb County, GA

AUTHORIZED SIGNATURE

⑈0003680111⑈ ⑆061112788⑆ 3299116220⑈

AGENDA ITEM #13.

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

September 25, 2013

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

Re: Purchase Unified Computing System (UCS) Hardware for UC upgrade for Information Technology Department

Gentlemen,

It is requested that the Commissioners' Court grant an exemption from the competitive bidding requirements as outlined in Texas Local Government Code, Section 262.023, Competitive Requirements for Certain Purchases, to procure Unified Computing System (UCS) Hardware for UC upgrade (telephone system) from the Department of Information Resources (DIR) pool of competitively bid cooperative purchasing contracts.

Local governments may participate in these programs as allowed under Texas Local Government Code, Section 262.102, Cooperative Purchasing Program Participation.

As always, the DIR utilizes its ability to deliver quality information resources, commodities, and services at competitive prices and best value for state and local government entities.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

Attachments

McCullough, Darla

From: Allen, JJ
Sent: Tuesday, September 24, 2013 10:35 AM
To: Crowder, Rufus
Cc: McCullough, Darla
Subject: FW: CoGA DIR versus RFP

This what David Grullon provided.

From: Grullon, David
Sent: Tuesday, September 24, 2013 10:34 AM
To: Allen, JJ
Subject: FW: CoGA DIR versus RFP

Save time. All contracts have been competitively bid so we no longer have to prepare competitive solicitations or evaluate responses.
DIR has done the time-consuming procurement work for us and has negotiated discounts on hundreds of products and services.
Save money. They leverage the volume buying power of the state of Texas to negotiate competitive pricing, which translates into big savings for our organization.

From: Chris Butler [mailto:ChrisB@Datavox.net]
Sent: Tuesday, September 24, 2013 10:30 AM
To: Grullon, David
Subject: RE: CoGA DIR versus RFP

Not sure what the Commissioner Court wants to hear...but you guys are actually already below DIR pricing. You are MANY points below DIR pricing. The decision to go to RFP versus DIR is really a local decision. The justification that I see is this:

1. Our DIR status obligates us to follow those agreed to terms and conditions. This eliminates any significant legal inspection to confirm agreement to legal Terms and Conditions.
2. Our pricing is well below DIR pricing. This gives you the best value...we will honor the DIR Terms and Conditions and give you the most competitive pricing.

DataVox
Chris Butler
Account Manager, Enterprise Solutions
DataVox
chrisb@datavox.net
+1 713 881 7439
6650 W. Sam Houston Parkway S.
Houston, Texas 77072
www.datavox.net

From: Grullon, David [mailto:David.Grullon@co.galveston.tx.us]
Sent: Tuesday, September 24, 2013 10:16 AM
To: Chris Butler
Subject: CoGA DIR versus RFP

Good Morning,

Can you provide some reasons why we should go with DIR instead of RFP process...
The Commissioners Court wants justification!

Thanks!

David Grullon
Communications
Sr. Network Engineer
Galveston County
Information Technology
722 Moody Ste 202
Galveston, TX 77550
409.766.2446 Office
409.682.1309 Cell
409.765.3144 Fax
david.grullon@co.galveston.tx.us
www.co.galveston.tx.us

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Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 12-Sep-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 16-Sep-2013

Quantity	Unit	SKU ; Description	Unit Price	Total
		UCS HARDWARE FOR UC		
		CISCO UCS		
2	EA	CISCO UCSB EZ UC B200M3 ; UCS ON UCSB 2FI48,1xCH-4xB200M3w/2x2680,96GB,NOHDD,1xVIC1240	$ -	$ -
8	EA	CISCO- UCUCS EZ-B200M3 ; UCS B200 M3, DUAL 8-CORE/2.7 GHz, 96GB RAM	$ 6,948.24	$ 55,585.92
8	EA	CISCO- CON-SNTP-UCB200M3 , SMARTNET 24X7X4 UCS B200 M3 SERVER	$ 228.54	$ 1,828.32
16	EA	CISCO- N20-B8LKD ; UCS 2.5 INCH HDD BLANKING PANEL	$ -	$ -
16	EA	CISCO- UCS-CPU-E5-2680 ; 2.70 GHz E5-2680 130W 8C/20MB CACHE/DDR3 1600MHz	$	$ -
64	EA	CISCO- UCS-MR-1X041RY-A ; 1GB DDR3-1600-MHz RDIMM/PC3-12800/SINGLE RANK/1.35v	$	$
64	EA	CISCO- UCS-MR-1X082RY-A ; 8GB DDR3-1600-MHz RDIMM/PC3-12800/DUAL RANK/1.35v	$	$
16	EA	CISCO- UCSB-HS-01-EP ; CPU HEAT SINK FOR UCS B200 M3 AND B420 M3	$	$ -
8	EA	CISCO- UCSB-MLOM-40G-01 ; CISCO UCS VIC 1240 MODULAR LOM FOR M3 BLADE SERVERS	$	$ -
2	EA	CISCO- UCS-EZ-INFRA-CHSS ; UCS EZ BUN 5108 BLADE SVR AC CHASSIS, 4PS, 2 IOM	$ 6,825.00	$ 13,650.00
2	EA	CISCO- CON-SNTP-EZINCHSS ; SMARTNET 24X7X4 UCS 5108 BLADE SERVER AC CHASSIS	$ 180.96	$ 361.92
8	EA	CISCO- CAB-C19-CBN , CABINET JUMPER POWER CORD, 250 VAC 16A, C20-C19 CONNETORS	$ -	$ -
2	EA	CISCO- N01-UAC1 ; SINGLE PHASE AC POWER MODULE FOR UCS 5108	$ -	$ -
2	EA	CISCO- N20-CAK ; ACCESSORY KIT FOR UCS 5108 BLADE SERVER CHASSIS	$ -	$ -
16	EA	CISCO- N20-CBLKB1 ; BLADE SLOT BLANKING PANEL FOR UCS 5108/SINGLE SHOT	$ -	$ -
16	EA	CISCO- N20-FAN5 ; FAN MODULE FOR UCS 5108	$	$ -
2	EA	CISCO- N20-FW011 ; UCS BLADE SERVER CHASSIS FW Package 2.1	$	$ -
4	EA	CISCO- UCS-IOM-2208XP ; UCS 2208XP I/O MODULE (8 EXTERNAL, 32 INTERNAL 10Gb Ports)	$ -	$ -
8	EA	CISCO- UCSB-PSU-2500ACPL ; 2500W PLATINUM AC HOT PLUG POWER SUPPLY FOR UCS 5108 CHASSIS	$ -	$ -
4	EA	CISCO- UCS-EZ INFRA-FI48 ; UCS 6248 FI W/ 12p LIC, CABLES BUNDLE	$ 10,140.00	$ 40,560.00
4	EA	CISCO- CON-SNTP-EZINFI48 ; SMARTNET 24X7X4 UCS 6248 FABRIC INTERCONNECT	$ 716.04	$ 2,864.16
4	EA	CISCO- UCS-BLKE-6200 ; UCS 6200 SERIES EXPANSION MODULE BLANK	$	$ -
8	EA	CISCO- UCS-FAN-6248UP ; UCS 6248UP FAN MODULE	$	$ -
4	EA	CISCO- UCS-FI-DL2 ; UCS 6248 LAYER 2 DAUGHTER CARD	$ -	$ -
8	EA	CISCO- UCS-PSU-6248UP-AC ; UCS 6248UP POWER SUPPLY/100-240VAC	$	$ -
8	EA	CISCO- CAB-C13-CBN ; CABINET JUMPER POWER CORD, 250 VAC 10A, C14-C13 CONNECTORS	$ -	$ -
16	EA	CISCO- DS-SFP-FC8G-SW ; 8 GBPS FIBRE CHANNEL SW SFP+, LC	$ -	$ -
4	EA	CISCO- N10-MGT011 ; UCS MANAGER V2.1	$ -	$
8	EA	CISCO- SFP-10G-SR ; 10GBASE-SR SFP MODULE	$ -	$ -
24	EA	CISCO- SFP-H10GB-CU3M ; 10GBASE-CU SFP+ CABLE 3 METER	$	$ -
4	EA	CISCO- UCS-ACC-6248UP ; UCS 6248UP CHASSIS ACCESSORY KIT	$ -	$ -
		VMWARE		
16	EA	VMWARE- VMW-VS5-ST-1A= ; VMWARE VSPHERE 5 STANDARD (1 CPU), 1YR, SUPPORT REQUIRED	$ 746.40	$ 11,942.40
16	EA	VMWARE- CON-ISV1-VS5STD1A ; ISV 24X7 VMWARE VSPHERE STANDARD, LIST PRICE IS ANNUAL	$ 327.60	$ 5,241.60
16	EA	VMWARE- UCS-VMW-TERMS ; ACCEPTANCE OF TERMS, STANDALONE VMW LICENSE FOR UCS SERVERS	$	$ -
		CISCO UCS HARDDRIVES		
8	EA	CISCO- UCS-EZ-300GB-2PK ; UCS SP 2-PK 300GB 6Gb SAS 10K RPM SFF HDD	$ -	$ -
16	EA	CISCO- UCS-EZ-300GB-HDD ; 300GB 6Gb SAS 10K RPM SFF HDD (ONLY FOR SMARTPLAY)	$ 204.75	$ 3,276.00
		NETWORK OPTICS FOR 6908 BLADE		
8	EA	CISCO- X2-10GB-SR= ; 10GBASE SR X2 MODULE	$ 1,057.35	$ 8,458.80

		TOTAL		*$ 143,769.12*
		REQUESTED BY: DAVID GRULLON		
		CALL NUMBER: 62562		
		FOR: CISCO UCS PHONE SYSTEM UPGRADE		
		QUOTE NUMBER: OP28349		

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/Da

Charge to a/c : 11011591005751006 CR#CR310977

Suggested Vendor : DATAVOX

Vendors Contacted:

#1 _____

#2 _____

#3 _____

I have this date order the above material or services from

Vendor Number : 700678

Quotations obtained by:

☐ Sealed Bids Con

☐ Verbal Quotation A

Purchase Order No _____

Date ordered: _____

PURCHASING AGENT

Galveston County Information Technology

Call Report - Call Number 62562

Call Details as at 11:44:00 AM, 9/12/2013

Call Details

Type:	Request/Applicati		
Call Ref/Job Ref:	/	**Customer:**	Grullon, David
IPK Status:	Service Request	**Customer VIP Status:**	Unspecified
IPK Stream:	Default	**Telephone:**	409-766-2446
Service:	PURCHASE REQUEST	**Organization:**	Information Technology
Config Item:	PURCHASING PO	**Location:**	Courthouse Main
Outage Created:	N	**Logged By:**	Infraenterprise, Infra
Call Priority:	Low	**Current Officer:**	Gee, Katina
Call State:	Open	**Current Group:**	Service Desk
Call Status:	Forward to 2nd level support	**Forward to Officer:**	
Call Physical Status:	Forward Internally	**Forward to Group:**	Administration

Call Description: 5WH - Cisco UCS Phone System Upgrade:Attached is a pdf to request Cisco UCS–Phone System Upgrade:Original form located: W:\Commo\5WH or click \\svrgc\itdata.wp\commo\5wh <file:///\\svrgc\itdata.wp\commo\5wh> **see object**

Call Dates, Times and Expenses

Logged:	9/11/2013 2:27:43 PM	**Time Solving:**	0 hrs 32 mins	**Total Expenses:**	$0.00
Last Action:	9/11/2013 3:00:47 PM	**Downtime:**	21 hrs 16 mins		

Objects

Object Name	Upload/Update Date	Description	Security Profile
5WH - Cisco UCS Phone System Upgrade.pdf	9/11/2013 2:27:43 PM		Unspecified
Cisco UCS Upgrade from MCS.xlsx	9/11/2013 2:27:43 PM		Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
9/11/2013 2:27:43 PM	Infraenterprise, Infra	N	Unspecified	[Object Uploaded (5WH - Cisco UCS Phone System Upgrade.pdf) by Infraenterprise, Infra]
9/11/2013 2:27:43 PM	Infraenterprise, Infra	N	Unspecified	[Object Uploaded (Cisco UCS Upgrade from MCS.xlsx) by Infraenterprise, Infra]
9/11/2013 2:27:43 PM	Infraenterprise, Infra	N	Unspecified	[Call Forward Internally to Group (Service Desk)] [Call Logged via Email {InfraEnterprise/EMCINFRA}]
9/11/2013 2:27:43 PM	Infraenterprise, Infra	N	Unspecified	[Notifications by workflow rule(s)] Workflow Rule: Notify Customer Recipients: Grullon, David Workflow Rule: Oncall Recipients: Oncall
9/11/2013 2:31:38 PM	Lucas, Freda	N	Unspecified	[Open Forwarded Call by Lucas, Freda]
9/11/2013 2:33:17 PM	Lucas, Freda	N	Unspecified	[Call Updated] [IPK Status changed from Incident to Service Request]
9/11/2013 2:33:17 PM	Lucas, Freda	N	Unspecified	[Call Forward Internally to Group (Administration)] [Forward to 2nd level support]
9/11/2013 2:33:17 PM	Lucas, Freda	N	Unspecified	[Notifications by workflow rule(s)] Workflow Rule: Notify Customer Recipients: Grullon, David
9/11/2013 2:34:55 PM	Hart, Jessica	N	Unspecified	[Call Actioned by Hart, Jessica]

9/11/2013 2:34:55 PM	Hart, Jessica	N	Unspecified	[Call Updated]
9/11/2013 2:36:01 PM	Hart, Jessica	N	Unspecified	[Call Forward Internally to Gee, Katina (Service Desk)]
9/11/2013 3:00:34 PM	Gee, Katina	N	Unspecified	[Open Forwarded Call by Gee, Katina]
9/11/2013 3:00:47 PM	Gee, Katina	N	Unspecified	[Call Forward Internally to Group (Administration)]

	SKU	Part Description	Qty
Cisco UCS	UCSB-EZ-UC-B200M3	UCS on UCSB 2FI48,1xCH-4xB200M3w/2x2680,96GB,noHDD,1xVIC1240	2
	UCUCS-EZ-B200M3	UCS B200 M3, dual-8-core/2.7 GHz, 96GB RAM	8
	CON-SNTP-UCB200M3	SMARTNET 24X7X4 UCS B200 M3 Server	8
	N20-BBLKD	UCS 2.5 inch HDD blanking panel	16
	UCS-CPU-E5-2680	2.70 GHz E5-2680 130W 8C/20MB Cache/DDR3 1600MHz	16
	UCS-MR-1X041RY-A	4GB DDR3-1600-MHz RDIMM/PC3-12800/single rank/1.35v	64
	UCS-MR-1X082RY-A	8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v	64
	UCSB-HS-01-EP	CPU Heat Sink for UCS B200 M3 and B420 M3	16
	UCSB-MLOM-40G-01	Cisco UCS VIC 1240 modular LOM for M3 blade servers	8
	UCS-EZ-INFRA-CHSS	UCS EZ BUN 5108 Blade Svr AC Chassis, 4PS, 2 IOM	2
	CON-SNTP-EZINCHSS	SMARTNET 24X7X4 UCS 5108 Blade Server AC Chassis	2
	CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	8
	N01-UAC1	Single phase AC power module for UCS 5108	2
	N20-CAK	Accessory kit for UCS 5108 Blade Server Chassis	2
	N20-CBLKB1	Blade slot blanking panel for UCS 5108/single slot	16
	N20-FAN5	Fan module for UCS 5108	16
	N20-FW011	UCS Blade Server Chassis FW Package 2.1	2
	UCS-IOM-2208XP	UCS 2208XP I/O Module (8 External, 32 Internal 10Gb Ports)	4
	UCSB-PSU-2500ACPL	2500W Platinum AC Hot Plug Power Supply for UCS 5108 Chassis	8
	UCS-EZ-INFRA-FI48	UCS 6248 FI w/ 12p LIC, Cables Bundle	4
	CON-SNTP-EZINFI48	SMARTNET 24X7X4 UCS 6248 FABRIC INTERCONNECT	4
	UCS-BLKE-6200	UCS 6200 Series Expansion Module Blank	4
	UCS-FAN-6248UP	UCS 6248UP Fan Module	8
	UCS-FI-DL2	UCS 6248 Layer 2 Daughter Card	4
	UCS-PSU-6248UP-AC	UCS 6248UP Power Supply/100-240VAC	8
	CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	8
	DS-SFP-FC8G-SW	8 Gbps Fibre Channel SW SFP+, LC	16
	N10-MGT011	UCS Manager v2.1	4
	SFP-10G-SR	10GBASE-SR SFP Module	8
	SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable 3 Meter	24
	UCS-ACC-6248UP	UCS 6248UP Chassis Accessory Kit	4
VMWare	VMW-VS5-ST-1A=	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	16
	CON-ISV1-VS5STD1A	ISV 24X7 VMware vSphere Standard, List Price is ANNUAL	16
	UCS-VMW-TERMS	Acceptance of Terms, Standalone VMW License for UCS Servers	16
Cisco UCS Harddrives	UCS-EZ-300GB-2PK	UCS SP 2-PK 300GB 6Gb SAS 10K RPM SFF HDD	8
	UCS-EZ-300GB-HDD	300GB 6Gb SAS 10K RPM SFF HDD (Only For SmartPlay)	16
Network Optics for 6909 Blade	X2-10GB-SR=	10GBASE-SR X2 Module	8

INFORMATION
TECHNOLOGY

5WH - CISCO UCS FROM MCS PHONE SYSTEM UPGRADE

What:
Cisco Unified Computing System (UCS) and servers unify computing, networking, management, virtualization, and storage access into a single integrated architecture. UCS Hardware for UC upgrade (phone system).

Who:
IT/David Grullon

Where:
CHM/EMF County Wide

When:
ASAP

Why:
Existing Hardware does not support new Software upgrades and also reaching End Of Life.

How:
Procure from qualified vendor

Planned Costs:	*Item / Description*	*Qty*	*Total $*
	Cisco UCS upgrade from MCS	**2 Sites**	**$184,000.00**

> > > Part List is included in a MicroSoft Excell format < < <

Charge to: 5751006

Submitted by: David Grullon **Date:** 09/11/2013

Approved by: _____ **Date:** ___/___/2013
IT Director / Assistant IT Director

Quotation

Prepared By:
Chris Butler
Phone: (713) 881-7439
ChrisB@datavox.net
DIR-SDD-1374

Date: 12-Sep-2013
Expires: 30 Days
Quote #: QP28349

Prepared For:

Galveston County
David Grufon
Phone: 409 766-2446
David.Grufon@co.galveston.tx.us

Direct Pricing Summary	
Product	$ 133,473.12
Maintenance (1 Year)	$ 10,298.00
Total (Excludes Sales Tax & Shipping)	$ 143,789.12

UCS Hardware for UC

	UCSB-EZ-UC B200M3	UCS on UCSB 2P148 1xCH-4xB200M3w/2x2680,96GB,noHDD,1xVIC1240	2	$ -	$ -
	UCUCS-EZ-B200M3	UCS B200 M3, dual-8-core/2.7 GHz, 96GB RAM	8	$ 6,948.24	$ 55,585.92
	CON-SNTP-UCB200M3	SMARTNET 24X7X4 UCS B200 M3 Server	8	$ 228.54	$ 1,828.32
	N20-BBLKD	UCS 2.5 inch HDD blanking panel	16	$ -	$ -
	UCS-CPU-E5-2680	2.70 GHz E5-2680 130W 8C/20MB Cache/DDR3 1600MHz	16	$ -	$ -
	UCS-MR-1X041RY-A	4GB DDR3-1600-MHz RDIMM/PC3-12800/single rank/1.35v	64	$ -	$ -
	UCS-MR-1X082RY-A	8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v	64	$ -	$ -
	UCSB-HS-01-EP	CPU Heat Sink for UCS B200 M3 and B420 M3	16	$ -	$ -
	UCSB-MLOM-40G-01	Cisco UCS VIC 1240 modular LOM for M3 blade servers	8	$ -	$ -
	UCS-EZ-INFRA-CHSS	UCS EZ BUN 5108 Blade Svr AC Chassis, 4PS, 2 IOM	2	$ 6,625.00	$ 13,050.00
	CON-SNTP-EZINCHSS	SMARTNET 24X7X4 UCS 5108 Blade Server AC Chassis	2	$ 180.96	$ 361.92
	CAB-C19-CBN	Cabinet Jumper Power Cord 250 VAC 16A, C20-C19 Connectors	8	$ -	$ -
	N01-UAC1	Single phase AC power module for UCS 5108	2	$ -	$ -
	N20-CAK	Accessory kit for UCS 5108 Blade Server Chassis	2	$ -	$ -
	N20-CBLKB1	Blade slot blanking panel for UCS 5108/single slot	15	$ -	$ -
	N20-FAN5	Fan module for UCS 5108	16	$ -	$ -
	N20-FW011	UCS Blade Server Chassis FW Package 2.1	2	$ -	$ -
	UCS-IOM 2208XP	UCS 2208XP I/O Module (8 External, 32 Internal 10Gb Ports)	4	$ -	$ -
	UCSB-PSU-2500ACPL	2500W Platinum AC Hot Plug Power Supply for UCS 5108 Chassis	8	$ -	$ -
	UCS-EZ-INFRA-F148	UCS 6248 FI w/ 12p LIC, Cables Bundle	4	$ 10,140.00	$ 40,560.00
	CON-SNTP-EZINF148	SMARTNET 24X7X4 UCS 6248 FABRIC INTERCONNECT	4	$ 716.04	$ 2,864.16
	UCS-BLKE-6200	UCS 6200 Series Expansion Module Blank	4	$ -	$ -
	UCS-FAN-6248UP	UCS 6248UP Fan Module	8	$ -	$ -
	UCS-FI-DL2	UCS 6248 Layer 2 Daughter Card	4	$ -	$ -
	UCS-PSU-6248UP-AC	UCS 6248UP Power Supply/100-240VAC	8	$ -	$ -
	CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	8	$ -	$ -
	DS-SFP-FC8G-SW	8 Gbps Fibre Channel SW SFP+, LC	16	$ -	$ -
	N10-MGT011	UCS Manager v2.1	4	$ -	$ -
	SFP-10G-SR	10GBASE-SR SFP Module	8	$ -	$ -
	SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable 3 Meter	24	$ -	$ -
	UCS-ACC-6248UP	UCS 6248UP Chassis Accessory Kit	4	$ -	$ -
	VMW-VS5-ST-1A*	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	16	$ 746.40	$ 11,942.40
	CON-ISV1-VS5STD1A	ISV 24X7 VMware vSphere Standard, List Price is ANNUAL	16	$ 327.60	$ 5,241.60
	UCS-VMW-TERMS	Acceptance of Terms, Standalone VMW License for UCS Servers	18	$ -	$ -
	UCS-EZ-300GB-2PK	UCS SP 2-PK 300GB 6Gb SAS 10K RPM SFF HDD	8	$ -	$ -
	UCS-EZ-300GB-HDD	300GB 6Gb SAS 10K RPM SFF HDD (Only For SmartPlay)	*16	$ 204.75	$ 3,276.00
	X2-10GB-SR*	10GBASE-SR X2 Module	8	$ 1,057.33	$ 8,458.00

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Quotation

Prepared By:
Chris Butler
Phone: (713) 661-7439
ChrisB@datavox.net
DIR-SOD-1374

Date: 12-Sep-2013
Expires: 30 Days
Quote #: OP28348

Prepared For:

Galveston County
David Grulion
Phone 409-766-2446
David Grulion@co galveston tx us

Direct Pricing Summary	
Product	$ 133,473.12
Maintenance (1 Year)	$ 10,296.00
Total (Excludes Sales Tax & Shipping)	$ 143,769.12

UCS Hardware for UC

	UCSB-EZ-UC-B200M3	UCS on UCSB 2FHA,1xCH-4xB200M3w/2x2690,96GB,noHDD,1xVIC1240	2	$ -	$ -
	UCUCS EZ B200M3	UCS B200 M3, dual-8-core/2 7 GHz, 96GB RAM	8	$ 6 948 24	$ 55,585 92
	CON-SNTP UCB200M3	SMARTNET 24X7X4 UCS B200 M3 Server	8	$ 228 54	$ 1,828 32
	N20-BBLKD	UCS 2 5 inch HDD blanking panel	16	$ -	$ -
	UCS-CPU-E5-2680	2.70 GHz E5-2680 130W 8C/20MB Cache/DDR3 1600MHz	16	$ -	$ -
	UCS-MR-1X041RY-A	4GB DDR3-1600-MHz RDIMM/PC3-12800/single rank/1 35v	64	$ -	$ -
	UCS-MR-1X082RY-A	8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1 35v	64	$ -	$ -
	UCSB-HS-01-EP	CPU Heat Sink for UCS B200 M3 and B420 M3	16	$ -	$ -
	UCSB-MLOM-40G-01	Cisco UCS VIC 1240 modular LOM for M3 blade servers	8	$ -	$ -
	UCS-EZ-INFRA-CHSS	UCS EZ BUN 5108 Blade Svr AC Chassis, 4PS, 2 IOM	2	$ 6,825 00	$ 13,650 00
	CON-SNTP EZINCHSS	SMARTNET 24X7X4 UCS 5108 Blade Server AC Chassis	2	$ 190 96	$ 381 92
	CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	8	$ -	$ -
	N01-UAC1	Single phase AC power module for UCS 5108	2	$ -	$ -
	N20-CAK	Accessory kit for UCS 5108 Blade Server Chassis	2	$ -	$ -
	N20-CBLKB1	Blade slot blanking panel for UCS 5108/single slot	16	$ -	$ -
	N20-FAN5	Fan module for UCS 5108	16	$ -	$ -
	N20-FW011	UCS Blade Server Chassis FW Package 2.1	2	$ -	$ -
	UCS-IOM-2208XP	UCS 2208XP I/O Module (8 External, 32 Internal 10Gb Ports)	4	$ -	$ -
	UCSB-PSU-2500ACPL	2500W Platinum AC Hot Plug Power Supply for UCS 5108 Chassis	8	$ -	$ -
	UCS-EZ-INFRA-FI48	UCS 6248 FI w/ 12p LC, Cables Bundle	4	$ 10,140 00	$ 40,560 00
	CON-SNTP EZINFI48	SMARTNET 24X7X4 UCS 6248 FABRIC INTERCONNECT	4	$ 718 04	$ 2,872 16
	UCS-BLKE-6200	UCS 6200 Series Expansion Module Blank	4	$ -	$ -
	UCS-FAN-6248UP	UCS 6248UP Fan Module	8	$ -	$ -
	UCS-FI-DLZ	UCS 6248 Layer 2 Daughtar Card	4	$ -	$ -
	UCS-PSU-6248UP-AC	UCS 6248UP Power Supply/100-240VAC	8	$ -	$ -
	CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	8	$ -	$ -
	DS-SFP-FC8G-SW	8 Gbps Fibre Channel SW SFP+, LC	16	$ -	$ -
	N10-MGT011	UCS Manager v2 1	4	$ -	$ -
	SFP-10G-SR	10GBASE-SR SFP Module	8	$ -	$ -
	SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable 3 Meter	24	$ -	$ -
	UCS-ACC-6248UP	UCS 6248UP Chassis Accessory Kit	4	$ -	$ -
	VMW VSS-ST 1A=	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	16	$ 746 40	$ 11,942 40
	CON-ISV1-VSSSTD1A	ISV 24X7 VMware vSphere Standard, List Price is ANNUAL	16	$ 327 60	$ 5,241 60
	UCS-VMW-TERMS	Acceptance of Terms, Standalone VMW License for UCS Servers	16	$ -	$ -
	UCS-EZ-300GB-2PK	UCS SP 2-PK 300GB 6Gb SAS 10K RPM SFF HDD	8	$ -	$ -
	UCS-EZ 300GB-HDD	300GB 6Gb SAS 10K RPM SFF HDD (Only For SmartPlay)	16	$ 204 75	$ 3,276 00
	X2-10GB-SR=	10GBASE-SR X2 Module	8	$ 1,057 35	$ 8,458 80

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Guess, Denise

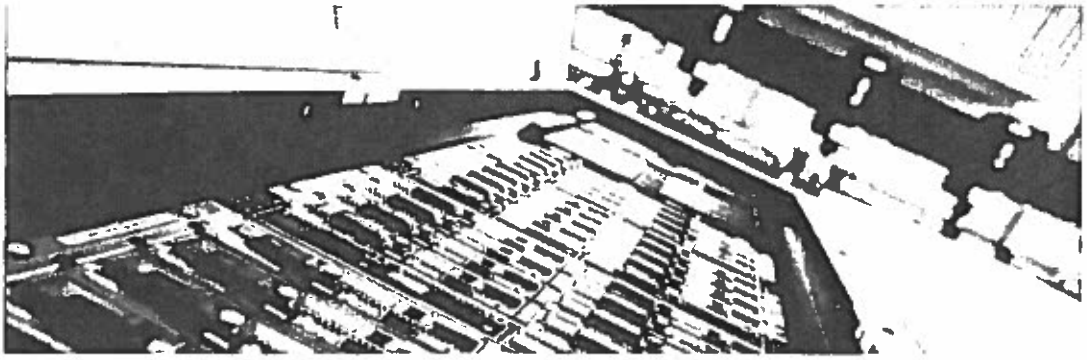
From: Chris Butler [ChrisB@Datavox.net]
Sent: Monday, September 16, 2013 1:32 PM
To: Guess, Denise
Subject: UCS Quote
Attachments: SMARTnet_for_UCS.pdf; ATT16027211.txt

Denise,
To address your questions, the maintenance items on quote #OP28349 will not a begin until the actual PO is cut. Once we process the entire order for will there be a "start" date for the maintenance line items.

I have also attached the Smartnet PDF from Cisco that goes through what is covered/included in the different UCS Smartnet offerings. Let me know if you need anything else or have any other questions. Thanks!

DataVox
Chris Butler
Account Manager, Enterprise Solutions
DataVox
chrisb@datavox.net
+1 713 881 7439
6650 W. Sam Houston Parkway S.
Houston, Texas 77072
www.datavox.net

Cisco SMARTnet Service for Cisco Unified Computing System



Manage complexity and simplify support for your Cisco Unified Computing System

The more benefits you realize from the Cisco Unified Computing System (Cisco UCS®), the more important the technology becomes to your business. If an issue arises, you want support from dedicated specialists who have in-depth expertise in virtualized data center environments, server hardware and software, and unified computing technology. You can be confident that you are covered with SMARTnet® for UCS.

The Cisco UCS B-Series Blade and C-Series Rack-Mount Servers are backed by a warranty that includes

- Three-year parts coverage
- Onsite parts replacement eight hours a day, five days a week, Next Business Day (onsite parts arrival times may vary based on location)

This warranty also includes a 90-day software warranty on media and ongoing downloads of BIOS, firmware, drivers, and Cisco Unified Computing System Manager (UCSM). The UCSM updates include minor enhancements and bug fixes that are designed to maintain UCSM compliance with published specifications, release notes, and industry standards.

Augmenting the UCS warranty, the award-winning SMARTnet services help increase the availability of your vital data center infrastructure and realize the most value from your unified computing investment. These services help

- Optimize the uptime, performance, and efficiency of your UCS
- Protect your vital business applications by rapidly identifying and addressing issues
- Strengthen in-house expertise through knowledge transfer and mentoring
- Improve operational efficiency by allowing UCS experts to augment your internal staff resources
- Enhance business agility by diagnosing potential issues before they affect your operations

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Cisco SMARTnet Service for Cisco UCS

This offer ("SMARTnet for UCS") replaces the UCS Support and Warranty Services Program and is a service built on five pillars of SMARTnet service:

1. Direct access 24 hours a day, 365 days a year to specialized engineers in the Cisco Technical Assistance Center (TAC)
2. Extensive self-help support through Cisco's online knowledge base, communities, resources, and tools
3. Smart, proactive diagnostics and immediate alerts for devices enabled with the Smart Call Home feature
4. Ongoing software updates, including both minor and major releases within your licensed feature set
5. Hardware replacement options, including 2-hour, 4-hour, and next-business-day (NBD), as shown in Table 1 and described in Cisco Technical Services At-A-Glance

Table 1. SMARTnet for UCS. Hardware and Software Support Options

Features	SMARTnet for UCS				SMARTnet for UCS Hardware Only	
Hardware Replacement Coverage	24x7x2	24x7x4	8x5x4	8x5xNBD	24x7x4	8x5xNBD
Onsite Support*	Yes	Yes	Yes	Yes	Yes	Yes
TAC Support	Yes	Yes	Yes	Yes	Yes	Yes
Downloads of BIOS, Drivers, and Firmware Updates	Yes	Yes	Yes	Yes	Yes	Yes
UCSM Updates	Yes	Yes	Yes	Yes	Yes	Yes
Triage Support for 3rd Party software	Yes	Yes	Yes	Yes	No	No
Smart Call Home (Proactive Diagnostics)	Yes	Yes	Yes	Yes	No	No

* Four "No Onsite" support offering options are also available under the SMARTnet for UCS support model, as shown in Table 2. All other features remain the same as shown in Table 1.

Table 2. SMARTnet for UCS. Hardware and Software with No Onsite Support Options

Features	SMARTnet for UCS			
Hardware Replacement Coverage	24x7x2	24x7x4	8x5x4	8x5xNBD
Onsite Support	No	No	No	No

SMARTnet for UCS with Drive Retention

SMARTnet for UCS also offers Drive Retention Service that enables customers to take control of their data privacy and security by retaining physical disk media while still taking advantage of SMARTnet support services. Benefits of this service include:

- Maintaining company control of proprietary, confidential, or sensitive data and disk media
- Helping to achieve and demonstrate compliance with legal and regulatory requirements and mandates on data privacy and security
- Mitigating potential business and IT risk with company disk media retention and destruction

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- Simplifying data security procedures and processes
- Enabling confidence with company control of data at all times

Table 3 lists the options available with Drive Retention.

Table 3. SMARTnet for UCS Hardware and Software Support Options With Drive Retention

Features	SMARTnet for UCS		SMARTnet for UCS Hardware Only	
Hardware Replacement Coverage	24x7x4	8x5xNBD	24x7x4	8x5xNBD
Onsite Support	Yes	Yes	Yes	Yes
TAC Support	Yes	Yes	Yes	Yes
Downloads of BIOS, Drivers, and Firmware Updates	Yes	Yes	Yes	Yes
UCSM Updates	Yes	Yes	Yes	Yes
UCSM Upgrades	Yes	Yes	No	No
Triage Support for Third-Party Software	Yes	Yes	No	No
Smart Call Home (Proactive Diagnostics)	Yes	Yes	No	No

Availability

SMARTnet for UCS services are available globally. Contact your local Cisco representative for availability in your area.

For More Information

For more information about SMARTnet for UCS, visit:

www.cisco.com/go/smartnet

Americas Headquarters
Cisco Systems, Inc.
San Jose, CA

Asia Pacific Headquarters
Cisco Systems (USA) Pte. Ltd.
Singapore

Europe Headquarters
Cisco Systems International BV Amsterdam
The Netherlands

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Printed in USA

07/12

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INX PRESIDIO Go Direct

Quote #: 11428292-01
Date: 09/12/2013

Title: UCS V2 Correction

To: David Grullon
Galveston County
PO Box 1418
GALVESTON, TX 77553

Phone: 409-766-2446
Email: david.grullon@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

#	Part #	Description	Qty	Price	Ext Price
1	UCSB-EZ-UC-B200M3	UCS 6248 FI w/ 12p LIC, Cables Bundle	2	$0.00	$0.00
2	UCUCS-EZ-B200M3	UCS B200 M3, dual-8-core/2.7 GHz, 96GB RAM	8	$7,393.84	$59,149.12
3	CON-SNTP-UCB200M3	SMARTNET 24X7X4 UCS B200 M3 Server	8 for 12 mo(s)	$232.94	$1,863.52
4	N20-BBLKD	UCS 2.5 inch HDD blanking panel	16	$0.00	$0.00
5	UCS-CPU-E5-2680	2.70 GHz E5-2680 130W 8C/20MB Cache/DDR3 1600MHz	16	$0.00	$0.00
6	UCS-MR-1X041RY-A	4GB DDR3-1600-MHz RDIMM/PC3-12800/single rank/1.35v	64	$0.00	$0.00
7	UCS-MR-1X082RY-A	8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v	64	$0.00	$0.00
8	UCSB-HS-01-EP	CPU Heat Sink for UCS B200 M3 and B420 M3	16	$0.00	$0.00
9	UCSB-MLOM-40G-01	Cisco UCS VIC 1240 modular LOM for M3 blade servers	8	$0.00	$0.00
10	UCS-EZ-INFRA-CHSS	UCS EZ BUN 5108 Blade Svr AC Chassis, 4PS, 2 IOM	2	$7,262.50	$14,525.00
11	CON-SNTP-EZINCHSS	SMARTNET 24X7X4 UCS 5108 Blade Server AC Chassis	2 for 12 mo(s)	$184.44	$368.88
12	CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	8	$0.00	$0.00
13	N01-UAC1	Single phase AC power module for UCS 5108	2	$0.00	$0.00
14	N20-CAK	Accessory kit for UCS 5108 Blade Server Chassis	2	$0.00	$0.00
15	N20-CBLKB1	Blade slot blanking panel for UCS 5108/single slot	16	$0.00	$0.00
16	N20-FAN5	Fan module for UCS 5108	16	$0.00	$0.00
17	N20-FW011	UCS Blade Server Chassis FW Package 2.1	2	$0.00	$0.00
18	UCS-IOM-2208XP	UCS 2208XP I/O Module (8 External, 32 Internal 10Gb Ports)	4	$0.00	$0.00
19	UCSB-PSU-2500ACPL	2500W Platinum AC Hot Plug Power Supply for UCS 5108 Chassis	8	$0.00	$0.00
20	UCS-EZ-INFRA-FI48	UCS 6248 FI w/ 12p LIC, Cables Bundle	4	$10,790.00	$43,160.00
21	CON-SNTP-EZINFI48	SMARTNET 24X7X4 UCS 6248 FABRIC INTERCONNECT	4 for 12 mo(s)	$729.81	$2,919.24
22	CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	8	$0.00	$0.00
23	DS-SFP-FC8G-SW	8 Gbps Fibre Channel SW SFP+, LC	16	$0.00	$0.00

INX PRESIDIO Go DIRect

24	N10-MGT011	UCS Manager v2.1	4	$0.00	$0.00
25	SFP-10G-SR	10GBASE-SR SFP Module	8	$0.00	$0.00
26	SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable 3 Meter	24	$0.00	$0.00
27	UCS-ACC-6248UP	UCS 6248UP Chassis Accessory Kit	4	$0.00	$0.00
28	UCS-BLKE-6200	UCS 6200 Series Expansion Module Blank	4	$0.00	$0.00
29	UCS-FAN-6248UP	UCS 6248UP Fan Module	8	$0.00	$0.00
30	UCS-FI-DL2	UCS 6248 Layer 2 Daughter Card	4	$0.00	$0.00
31	UCS-PSU-6248UP-AC	UCS 6248UP Power Supply/100-240VAC	8	$0.00	$0.00
32	VMW-VS5-ST-1A=	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	16	$774.39	$12,390.24
33	CON-ISV1-VS5STD1A	ISV 24X7 VMware vSphere Standard, List Price is ANNUAL	16 for 12 mo(s)	$333.90	$5,342.40
34	UCS-VMW-TERMS	Acceptance of Terms, Standalone VMW License for UCS Servers	16	$0.00	$0.00
35	UCS-EZ-300GB-2PK	300GB 6Gb SAS 10K RPM SFF HDD (Only For SmartPlay)	8	$0.00	$0.00
36	UCS-EZ-300GB-HDD	300GB 6Gb SAS 10K RPM SFF HDD (Only For SmartPlay)	16	$217.88	$3,486.08
37	X2-10GB-SR=	10GBASE-SR X2 Module	8	$1,087.28	$8,698.24

	Sub Total:	$151,902.72
Texas DIR-SDD-1386 CISCO Networking Equip, Product, Services and Tele Network Services	Grand Total:	$151,902.72

THIS PROPOSAL IS GOVERNED BY THE TERMS AND CONDITIONS SET FORTH IN DIR CONTRACT NUMBER LISTED ABOVE
STATE OF TEXAS vendor ID 17605152499

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 _____

CDWG.com | 800.594.4239

DF400SPS

SALES QUOTATION

DRSZ648 3269894 9/17/2013

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: DAVID GRULLON 409 766 2446

Customer P.O. # UCS & VMWARE 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
8	2877211	CISCO DIR UCS UCUCS-EZ-B200M3 Mfg#: UCUCS-EZ-B200M3 Contract: Texas Cisco DIR SDD 1381 Gov DIR-SDD-1381	7,361.37	58,890.96
2	2877212	CISCO DIR UCS UCS-EZ-INFRA-CHSS Mfg#: UCS-EZ-INFRA-CHSS Contract: Texas Cisco DIR SDD 1381 Gov DIR-SDD-1381	7,230.80	14,461.60
4	2877213	CISCO DIR UCS FABRIC INTERCONNECT Mfg#: UCS-EZ-INFRA-FI48 Contract: Texas Cisco DIR SDD 1381 Gov DIR-SDD-1381	10,742.91	42,971.64
16	2951792	CISCO DIR UCS UCS-EZ-300GB-HDD Mfg#: UCS-EZ-300GB-HDD Contract: Texas Cisco DIR SDD 1381 Gov DIR-SDD-1381	219.59	3,513.44
16	2638934	CIS DIR UCS VMW-VS5-ST-1A= Mfg#: VMW-VS5-ST-1A= Contract: Texas Cisco DIR SDD 1381 Gov DIR-SDD-1381	780.48	12,487.68
8	2914203	CIS DIR 1YR SNET 24X7X4 Mfg#: CON-SNTP-UCB200M3 Contract: Texas Cisco DIR SDD 1381 Gov DIR-SDD-1381 Electronic distribution - NO MEDIA	234.30	1,874.40
2	2958943	CIS DIR 1YR SNET 24X7X4 Mfg#: CON-SNTP-EZINCHSS Contract: Texas Cisco DIR SDD 1381 Gov DIR-SDD-1381 Electronic distribution - NO MEDIA	185.53	371.06
4	2969307	CIS DIR 1YR SNET 24X7X4 Mfg#: CON-SNTP-EZINFI48 Contract: Texas Cisco DIR SDD 1381 Gov DIR-SDD-1381 Electronic distribution - NO MEDIA	734.09	2,936.36
16	2815820	CIS DIR 1YR SNET UC ISV1 Mfg#: CON-ISV1-VS5STD1A Contract: Texas Cisco DIR SDD 1381 Gov DIR-SDD-1381 Electronic distribution - NO MEDIA	335.85	5,373.60
16	2471492	VMWARE VSPHERE 5 STD 1P Mfg#: VS5-STD-C Contract: MARKET Electronic distribution - NO MEDIA	870.76	13,932.16
16	2471496	VMWARE VSPHERE 5 STD 1P 1Y PSNS Mfg#: VS5-STD-P-SSS-C Contract: MARKET Electronic distribution - NO MEDIA	318.00	5,088.00

SUBTOTAL	161,900.90
FREIGHT	0.00
TAX	0.00
TOTAL	161,900.90

CDW Government
200 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.

Price Quotation

Date: 12 Sep 2013

End Customer:

David Grulion
GALVESTON COUNTY
INFORMATION
TECHNOLOGY
722 MOODY AVE - 2ND
FLOOR

GALVESTON TX
US US

Deal ID: 11823873
Quote ID: 4707272280

Quote Name: GalvestonCounty UC and UCS Proje
Quote Status: Approval In Progress
Date Approved:

Price List: Global Price List US Availability
Currency: USD

Items with Discounts and Credits **Only non-ironport products are eligible for Quantity update.**

#	Part Number	Part Description	Service Duration	Buy Method	List Price	Quantity	Extended List Price
1.0	UCS-EZ-300GB-2PK	UCS SP 2-PK 300GB 6Gb SAS 10K RPM SFF HDD	-	Cisco	.00	8	0
1.1	UCS-EZ-300GB-HDD	300GB 6Gb SAS 10K RPM SFF HDD (Only For SmartPlay)	-	Cisco	525.00	16	8400

2.0	VMW-VS5-ST-1A=	VMware vSphere 5 Standard (1 CPU). 1yr. Support Required	-	Cisco	1,866.00	16	29856
2.0.1	CON-ISV1-VS5STD1	ISV 24X7 VMware vSphere Standard. List Price is ANNUAL	12.00	Cisco	420.00	16	6,720.00
2.1	UCS-VMW-TERMS	Acceptance of Terms, Standalone VMW License for UCS Servers	-	Cisco	.00	16	0
3.0	UCSB-EZ-UC-B200M3	UCS on UCSB 2FI48,1xCH-4xB200M3w/2x2680,96GB,noHDD, 1xVIC1240	-	Cisco	.00	2	0
3.1	UCUCS-EZ-	UCS B200 M3, dual-8-core/2.7 GHz, 96GB RAM	-	Cisco	17,816.00	8	142528
3.1.0.1	CON-SNTP-N20-BBLKD	SMARTNET 24X7X4 UCS B200 M3 Server	12.00	Cisco	293.00	8	2,344.00
3.1.1	UCS-CPU-E5-2680	UCS 2.5 inch HDD blanking panel	-	Cisco	.00	16	0
3.1.2	UCS-MR-1X041RY-A	2.70 GHz E5-2680 130W 8C/20MB Cache/DDR3 1600MHz	-	Cisco	.00	16	0
3.1.3	UCS-MR-1X082RY-A	4GB DDR3-1600-MHz RDIMM/PC3-12800/single rank/1.35v	-	Cisco	.00	64	0
3.1.4	UCSB-HS-01-EP	8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v	-	Cisco	.00	64	0
3.1.5	UCSB-MLOM-40G-01	CPU Heat Sink for UCS B200 M3 and B420 M3	-	Cisco	.00	16	0
3.1.6	UCS-EZ-INFRA-CHSS	Cisco UCS VIC 1240 modular LOM for M3 blade servers	-	Cisco	.00	8	0
3.2	CON-SNTP-	UCS EZ BUN 5108 Blade Svr AC Chassis, 4PS, 2 IOM	-	Cisco	17,500.00	2	35000
3.2.0.1	CAB-C19-CBN	SMARTNET 24X7X4 UCS 5108 Blade Server AC Chassis	12.00	Cisco	232.00	2	464.00
3.2.1	N01-UAC1	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	-	Cisco	.00	8	0
3.2.2	N20-CAK	Single phase AC power module for	-	Cisco	.00	2	0
3.2.3	N20-FAN5	Accessory kit for UCS 5108 Blade	-	Cisco	.00	2	0
3.2.4	N20-FW011	Fan module for UCS 5108	-	Cisco	.00	16	0
3.2.5	UCS-IOM-2208XP	UCS Blade Server Chassis FW Package 2.1	-	Cisco	.00	2	0
3.2.6		UCS 2208XP I/O Module (8 External, 32 Internal 10Gb Ports)	-	Cisco	.00	4	0

3.2.7	UCSB-PSU-	2500W Platinum AC Hot Plug Power Supply for UCS 5108	-	Cisco	.00	8	0
3.2.8	N20-CBLKB1	Blade slot blanking panel for UCS 5108/single slot	-	Cisco	.00	16	0
3.3	UCS-EZ-INFRA-FI48	UCS 6248 FI w/ 12p LIC, Cables Bundle	-	Cisco	26,000.00	4	104000
3.3.0.1	CON-SNTP-	SMARTNET 24X7X4 UCS 6248 FABRIC INTERCONNECT	12.00	Cisco	918.00	4	3,672.00
3.3.1	SFP-10G-SR	10GBASE-SR SFP Module	-	Cisco	.00	8	0
3.3.2	SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable 3 Meter	-	Cisco	.00	24	0
3.3.3	UCS-ACC-6248UP	UCS 6248UP Chassis Accessory Kit	-	Cisco	.00	4	0
3.3.4	UCS-BLKE 6200	UCS 6200 Series Expansion Module Blank	-	Cisco	.00	4	0
3.3.5	UCS-FAN-6248UP	UCS 6248UP Fan Module	-	Cisco	.00	8	0
3.3.6	UCS-FI-DL2	UCS 6248 Layer 2 Daughter Card	-	Cisco	.00	4	0
3.3.7	UCS-PSU-6248UP-AC	UCS 6248UP Power Supply/100-240VAC	-	Cisco	.00	8	0
3.3.8	CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	-	Cisco	.00	8	0
3.3.9	DS-SFP-FC8G-SW	8 Gbps Fibre Channel SW SFP+, LC	-	Cisco	.00	16	0
3.3.10	N10-MGT011	UCS Manager v2.1	-	Cisco	.00	4	0
4.0	X2-10GB-SR=	10GBASE-SR X2 Module	-	Cisco	1,995.00	8	15960

Total List Price 348944

Note

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Price Quotation

Date: 12 Sep 2013

End Customer:

David Grulion
GALVESTON COUNTY
INFORMATION
TECHNOLOGY
722 MOODY AVE - 2ND
FLOOR

GALVESTON TX
US US

Deal ID: 11823873
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3.0	UCSB-EZ-UC-B200M3	UCS on UCSB 2FI48,1xCH-4xB200M3w/2x2680,96GB,noHDD, 1xVIC1240	-	Cisco	.00	2	0
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3.2	UCS-EZ-INFRA-CHSS	UCS EZ BUN 5108 Blade Svr AC Chassis, 4PS, 2 IOM	-	Cisco	17,500.00	2	35000
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3.3.1	SFP-10G-SR	10GBASE-SR SFP Module	-	Cisco	.00	8	0
3.3.2	SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable 3 Meter	-	Cisco	.00	24	0
3.3.3	UCS-ACC-6248UP	UCS 6248UP Chassis Accessory Kit	-	Cisco	.00	4	0
3.3.4	UCS-BLKE-6200	UCS 6200 Series Expansion Module Blank	-	Cisco	.00	4	0
3.3.5	UCS-FAN-6248UP	UCS 6248UP Fan Module	-	Cisco	.00	8	0
3.3.6	UCS-FI-DL2	UCS 6248 Layer 2 Daughter Card	-	Cisco	.00	4	0
3.3.7	UCS-PSU-6248UP-AC	UCS 6248UP Power Supply/100-240VAC	-	Cisco	.00	8	0
3.3.8	CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	-	Cisco	.00	8	0
3.3.9	DS-SFP-FC8G-SW	8 Gbps Fibre Channel SW SFP+, LC	-	Cisco	.00	16	0
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Total List Price 348944

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AGENDA ITEM #14.

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 25, 2013

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

Re: Disposal of 3300 Gallon Steel Tank

Gentlemen,

It is requested that authorization be granted to dispose of the salvage and/or surplus property items listed below. This request is per the instructions outlined in the Texas Local Government Code, section 263.152, Disposition.

- 3300 Gallon Steel Tank

Due to the age and condition of the item, it is requested that the item be declared as salvage and be disposed of as scrap.

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: Tuesday, September 24, 2013 1:36 PM
To: McCullough, Darla
Subject: Agenda Request - Mosquito Control

Hello Darla,

Could you please place the item listed below on the next available CC agenda for approval to be properly disposed of. This piece of property will be cut in half by Road & Bridge and then turned in for scrap.

Mosquito Control
-3300 Gallon Tank

Please let me know if you have any questions.

Thanks,

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

From: Elmore, Gerrie
Sent: Thursday, September 12, 2013 3:26 PM
To: Beshears, Vickie
Subject: 3300 Gallon Tank

Vickie,

As I told you on the phone, we here are Mosquito Control have a 3300 gallon old gasoline steel tank that we need to get rid of. This tank is very old, John said that it was purchased back when Mosquito Control was a stand alone district. John said he believes it was back in the 60's or 70's. Anyway, we no longer have use of this tank and it is old and rusted pretty bad. How do you want us to dispose of this tank. Please let me know as soon as you can.
Thanks

Gerrie Elmore, Administrative Assistant
Galveston County Mosquito Control District
5115 Highway 3, (Rear Bldg)
Dickinson, TX 77539
Office 281-337-4289
Fax 409-621-7973
e-mail: [illegible]

AGENDA ITEM #15.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 25, 2013

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

Re: Bid #B112031, Casebinder File Folders

Gentlemen,

The contract associated with Bid #B112031, Casebinder File Folders scheduled for its first extension on October 14, 2013. This contract was approved for a total of three (3) years. The contracted vendor for this service is Tab Products Co., LLC.

No amendments to the contracts 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

JOHN D. KINARD

DISTRICT CLERK GALVESTON COUNTY

September 5, 2013

Mr. Rufus G. Crowder
Galveston County Purchasing Agent

Re: Bid #B122031- Casebinder File Folders
Tab Products, Company, LLC.

Dear Mr. Crowder,

Please accept this letter as our recommendation to extend the contract, Bid #B122031 for casebinder file folders with the current vendor: Tab Products, Company, LLC. The first extension is scheduled for October 13, 2013.

I appreciate your assistance in this regard.

Sincerely,

Wes McCoy
Chief Deputy

JOHN D. KINARD
Galveston County District Clerk

TAB

September 24, 2013

Galveston County Purchasing
Galveston County Courthouse
722 Moody, 5th Floor
Galveston, TX 77550

Re: Bid #B122031, Casebinder File Folders (Contract CM12253)
Attention: Rufus Crowder, Galveston County Purchasing Agent

This letter serves as confirmation of the intent of TAB Products Co, LLC to extend the above referenced contract with County of Galveston, TX.

This extension will run for a one year extension, beginning October 14, 2013 and terminating October 13, 2014.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Betsy Streblow
Vice President, Client Services

TAB Products Co, LLC
605 Fourth Street
Mayville, WI 53050
920-387-3131
www.tab.com

BID #: B122031
OPEN: 09/06/2012
2:00 PM

BID SHEET

CASEBINDER FILE FOLDERS

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 9,925.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

Kelly A. Eschenfelder
WITNESS

9-5-12
DATE

TAB PRODUCTS CO, LLC
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

BETSY STREBLOW
PRINTED NAME

VP CLIENT SERVICES
TITLE

605 FOURTH STREET
CORRESPONDENCE ADDRESS

MAYVILLE WI 53050
CITY, STATE ZIP CODE

52-2390162
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

24923 NETWORK PLACE
REMIT ADDRESS

CHICAGO IL 60673-1249
CITY, STATE ZIP CODE

920-387-1786
TELEPHONE NUMBER

920-387-1821
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

BID SUMMARY SHEET

CASEBINDER FILE FOLDERS

GALVESTON COUNTY, TEXAS

BID #: B122031
OPEN: 09/06/2012
2:00 PM

714 795 TAB Products CO,LLC

Item	Product Code	Description	Quantity	Units	VENDOR NAME: TAB PRODUCTS CO,LLC		VENDOR NAME:		VENDOR NAME:	
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
0001	61509	MANILLA	1800	EA	.7039	$1267.02				
0002	61509	RED	4000	EA	.7039	$2815.60				
0003	61509	GOLDEN ROD	3800	EA	.7039	$2674.82				
0004	61509	BLUE	500	EA	.7039	$ 351.95				
0005	61509	GREEN	1200	EA	.7039	$ 844.68				
0006	61509	GRAY	300	EA	.7039	$ 211.17				
0007	61509	UN-NUMBERED FILE ROD	2500	EA	.7039	$1759.75				
Total of all Items:						$9,924.99				

BID #: B122031
OPEN: 09/06/2012
TIME: 2:00 PM

SPECIAL PROVISIONS
CASEBINDER FILE FOLDERS
GALVESTON COUNTY, TEXAS

The County of Galveston is seeking a qualified vendor to furnish casebinder file folders for use in the District Clerk's Office. The following specifications will cover folders used in the District Clerk's Office for various District Court files. All materials shall be new and shall conform with applicable standards in every case where such standards have been established for the particular material requested.

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY

Galveston County is tax exempt and therefore taxes and license fees should not be added to the bid price. Galveston County reserves the right to order more or less of this product.

QUANTITY
The total quantity expected to be purchased under these specifications will be approximately 11,000 folders of various colors. Successful vendor should take into consideration that order quantities will vary.

STOCK
All stock for these folders will be .15 point, letter size.

COLOR
Color coded label on end tab. Special color coding system SN-3 with bar code and year band plus letters indicating court. Special Color coded system: 0-Gold; 1-Blue; 2-Pink; 3-Purple; 4-Orange; 5-Brown; 6-Green; 7-Gray; 8-Red; 9-Black. (SEE EXHIBIT A FOR FURTHER DETAIL)

SIZE
All folders will be special size: 9-1/2" x 12-1/4" back, 8 – 7/8" x 11 – ¾ " front, 14" overall including end wing.

REINFORCEMENT
Double reinforced back has end wing that alternates.

TABS
All folders will be straight cut top tab-round corners. Full cut side tab and top tab. End wing on right is located to left of end tab and folds to inside of folder allowing label placement on end tab.

SCORING
¾ inch expansion, standard scoring.

FASTNERS
Fastners will be 2 inch embossed. Fastners will be attached to ear flaps that will alternate right and left, attached to the back cover; ear flaps will be located completely inside of the folder. Ear flaps will have ¼ inch scoring. 2" imbossed fastner in end wing.

PRINTING
All folders will be printed inside and outside of front cover. Copies of folders to be furnished by the District Clerk upon request. Inside printing to be alternated with ear flaps. Printed in black ink on front cover, inside front cover, and on tab. Inside print alternates with end wing. Even numbers when end wing is on left and odd numbers when end wing is on the right.

BID #: B122031
OPEN: 09/06/2012
TIME: 2:00 PM

SPECIAL PROVISIONS
CASEBINDER FILE FOLDERS
GALVESTON COUNTY, TEXAS

LABELS
The label on the end tab will be approximately 8 inches overall and read from front to back of folder and include bar code to correspond with printed numbers with a mylar overlay. Labels to be as follows: 4 digit number horizontal (corresponds to SN-3); Year Band; Bar Code – 3 of 9; Court Letters (example CV); SN-3 – 2 large single digit – 1 double digit. SEE ATTACHED EXHIBIT A FOR LABEL

DELIVERY
Delivery must be accomplished within 30-40 working days after receipt of order. All folders to be shipped F.O.B. destination point of delivery within inside delivery. The successful vendor will be furnished samples and more complete instructions prior to printing of the folder.

Pricing will be lump sum. Price will include all freight and delivery to Galveston County.

INVOICES
Invoices must be submitted to:

Galveston County Auditor's Office
Attn: Accounts Payable
P.O. Box 1418
Galveston, Texas 77553

ADDENDA
Any interpretations, corrections or changes to the Invitation to Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Galveston County Purchasing Agent. Addenda will be mailed via electronic mail to all who are known to have received a copy of this Invitation to Bid. Bidders shall acknowledge receipt of all addenda.

Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

WARRANTY
Successful bidder shall warrant that all items shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES
The successful bidder shall warrant that all items shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES
The successful bidder and Galveston County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE
This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Galveston County, Texas.

ASSIGNMENT
The successful bidder shall not assign, transfer or convey this contract, in whole or in part, without the prior written or oral consent of the Galveston County Purchasing Agent.

BID #: B122031
OPEN: 09/06/2012
TIME: 2:00 PM

SPECIAL PROVISIONS
CASEBINDER FILE FOLDERS
GALVESTON COUNTY, TEXAS

SILENCE OF SPECIFICATIONS
The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meanig that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

TERM OF CONTRACT
The term of this contract shall be one (1) year from date of acceptance and approval of bid by by Commissioners' Court with an option to continue for an additional two (2), one (1) year periods if mutually agreeable.

If during the life of the contract, the successful bidder's net prices to other customers for this product awarded therein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Galveston County.

A price re-determination may be considered by Galveston County only at the anniversary date of the contract and shall be substaniated in writing (i.e. Manufacturer's direct cost, postage rates, Railroad Commission Rates, etc.). The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Galveston County reserves the right to accept or reject any and all of the price re-determinations, as it deems to be in the best interest of the County.

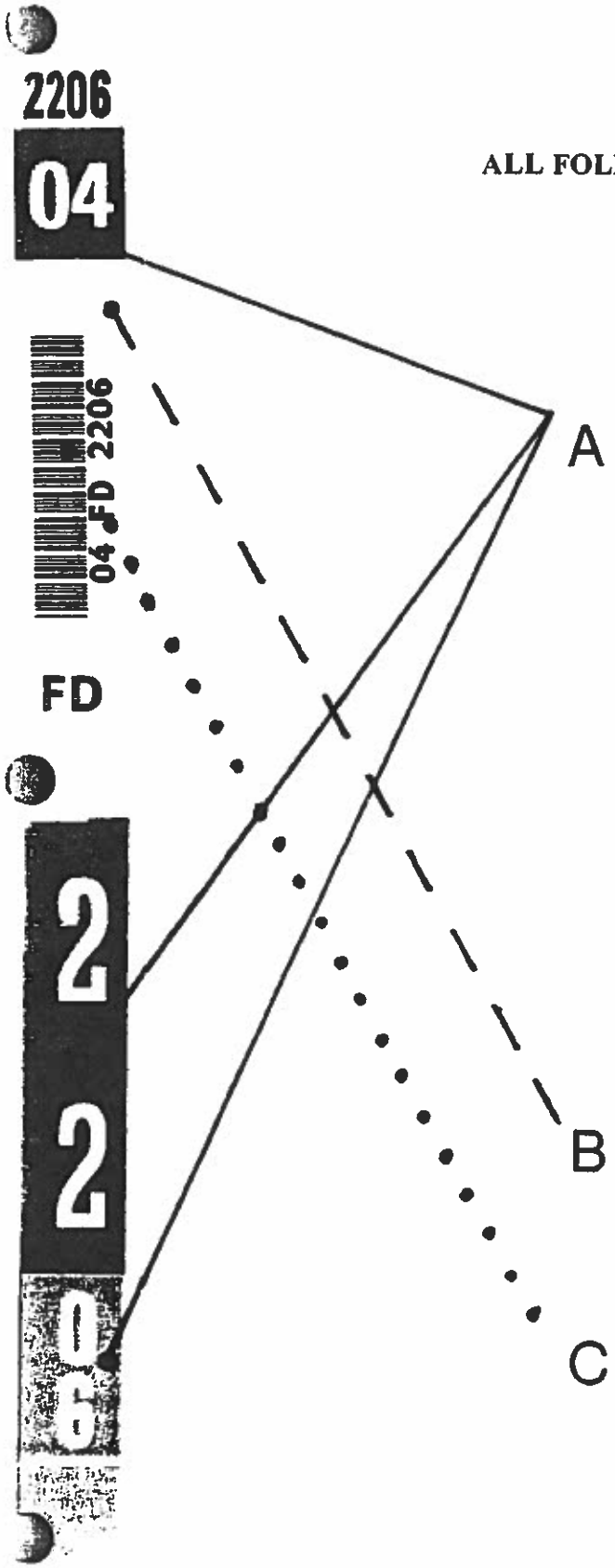
All items must be bid, or the bid may be considered non-responsive.

If bidder does not wish to bid at this time but wishes to remain on the bid list for this commodity, please submit a "NO BID" by the same time and at the same location as stated for bidding.

Any questions regarding these specifications should be directed to the District Clerk's Office, attention Doryn Glen, District Clerk at (409) 766-2409.

EXHIBIT A

LABEL SPECIFICATIONS
DISTRICT CLERK
GALVESTON COUNTY



ALL FOLDERS BEGINNING NUMBER: (file type) 0000

06CR0000 through 06CR2200
06CV0000 through 06CV1500
06FD0000 through 06FD2900
06JV0000 through 06JV0550
06TX0000 through 06TX0500

ALL LABELS MUST USE SPECIAL COLOR CODED SYSTEM

COLOR CODE TABS W/WHITE NUMERALS

SPECIAL COLOR CODING SYSTEM

0 – GOLD
1 – BLUE
2 – PINK
3 – PURPLE
4 – ORANGE
5 – BROWN
6 – GREEN
7 – GRAY
8 – RED
9 – BLACK

ALL LABELS-WHITE THIS SECTION WITH BLACK LETTERING
MANILLA FOLDERS TO READ "CV"
RED FOLDERS TO READ "CR"
GOLD FOLDERS TO READ "FD"
BLUE FOLDERS TO READ "JV"
GREEN FOLDERS TO READ "TX"

ALL NUMBERED FOLDERS TO HAVE BAR CODE READABLE FROM FRONT AND BACK

AGENDA ITEM #16.

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

September 26, 2013

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

Re: Purchase Magistrate Video Teleconferencing Equipment for Information Technology Department

Gentlemen,

It is requested that the Commissioners' Court grant an exemption from the competitive bidding requirements as outlined in Texas Local Government Code, Section 262.023, Competitive Requirements for Certain Purchases, to procure Magistrate Video Teleconferencing Equipment from the Department of Information Resources (DIR) pool of competitively bid cooperative purchasing contracts.

Local governments may participate in these programs as allowed under Texas Local Government Code, Section 262.102, Cooperative Purchasing Program Participation.

As always, the DIR utilizes its ability to deliver quality information resources, commodities, and services at competitive prices and best value for state and local government entities.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

Attachments

Polycom Videoconferencing

Prepared For: Galveston County
Date: 9/27/2013
Contract: Special pricing per DIR offered exclusively to Galveston County, DIR-#SDD-1385

Contact: Leonard Gonzales
Phone:

Part Number		List Price	SKC Price	QTY	Total
HDX 7000 SERIES for Offices					
7200-23130-001	HDX 7000-720: HDX 7000 HD codec, EagleEye camera, HDX mic array, Eng rmt. Cables: 2 component video (DVI-RCA), audio (RCA-RCA), LAN, NA pwr, NTSC (Maintenance Contract Required)	$9,999	$ 6,399.36	5	$ 31,996.80
HDX 8000 SERIES for Conference Room					
7200-23150-001	HDX 8000-720: HDX 8000 HD codec, EagleEye camera, HDX mic array, Eng rmt. Cables: 2 component video (DVI-RCA), audio (RCA-RCA), LAN, NA pwr, NTSC (Maintenance Contract Required)	$15,999	$ 9,119.43	1	$ 9,119.43
5150-23912-001	HDX MPPlus Multipoint Software Option License. Allows for 4 site MP video calls. Available for HDX systems (4000, 4500, 7000, 8000 and 9000 Series).	$3,099	$ 2,324.25	1	$ 2,324.25
Cameras, Shelves & Lenses					
6200-09800-001	EagleEye 3 Camera. Compatible with QDX, CX7000 or HDX 6000 & 7000 main HDCI input and 8000 and 9000 series main and auxiliary HDCI inputs with software version 3.0.1 or later. Includes 3m cable and required power supply adaptor, NA power cord.	$4,299	$ 2,450.43	1	$ 2,450.43
Mic Pods, Cables & Cables Packs					
7230-25659-030	100ft/30m MAIN/AUX camera cable for EE HD 720, EE II & III 1080 cameras. Limited support for EagleEye View camera (video & control only, no voice). Includes power supply and replaceable North American power cord (customer supplied for odd1 pecs).	$599	$ 437.00	1	$ 437.00
Capture Server					
VRSS5000-6	Capture Server Appliance records up to 6 SIP/H323 calls, 3 of which can be used as live .mp4 streams. Maintenance Contract Required. Installation recommended.	$25,000.00	$ 14,457.00	1	$ 14,457.00
4870-01168-007	Remote-only software installation and/or configuration of the Capture Station and Media Editor applications on a Polycom supported Capture Station PC hardware platform.	$2,500	$ 2,175.00	1	$ 2,175.00
RealPresence Desktop					
5150-75109-005	Polycom RealPresence Desktop for Windows and Mac OS, 5 users. (Includes 1 year of Premier Maintenance)	$420	$ 268.80	5	$ 1,344.00
Cart Systems					
2583-26914-001	Polycom Media Cart for 1 x 37"-60" flat panel w/max std VESA 600 mnt,3-shelves,5" casters,adjustable monitor height, locking translucent front door, secure back panel, integrated cable mgnt. Order camera mnt, dual display mounts, rack mount separately.	$1,899.00	$ 1,097.00	2	$ 2,194.00
2215-24143-001	Mounting bracket\shelf solution for EagleEye Director, EagleEye HD, EagleEye III, EagleEye View and EagleEye QDX Cameras Mounts on the wall, other flat surfaces over 8in deep or flat screen displays greater than 1.5in thick.	$155.00	$ 117.00	2	$ 234.00
2215-26942-001	Polycom Media Cart rack mounting kit. Used with 2583-26914-001 to add rack mount capabilities to the inside shelves. Kit contains 6 3u rack adapters.	$99.00	$ 58.00	2	$ 116.00
7200-23130-001	HDX 7000-720: HDX 7000 HD codec, EagleEye camera, HDX mic array, Eng rmt. Cables: 2 component video (DVI-RCA), audio (RCA-RCA), LAN, NA pwr, NTSC (Maintenance Contract Required)	$9,999	$ 6,399.36	2	$ 12,798.72
LDT-422V	42" 1080p Full HD Display	$1,995.00	$ 889.00	2	$ 1,778.00
Options					
2200-30070-001	Polycom Touch Control for use with HDX 6000, 7000, 8000, and 9000 series codecs with software version 3.0 or later. Requires PoE network connection or optional external power supply (2200-42740-XXX).	$1,749.00	$ 1,307.00	8	$ 10,456.00
2200-82559-001	EagleEye Director, compatible with EE 2, EE 3, HDCI inputs and HDX software version 3.0.1 or later. Includes required power supply adaptor, NA power cord. (Maintenance Required)	$8,499.00	$ 5,387.00	1	$ 5,387.00
Maintenance & Support					
SKC VNOC Service 1 Year	SKC VNOC Service provides on your video endpoint, 24x7 access to SKC Help Desk with priority answer, monthly alerts for manufacturer provided software updates and upgrades, next business day hardware advance replacement and extensive troubleshooting for your video environment.	$ 26,598.60	$ 23,474.00	1	$ 23,474.00

Comments

Prices & Part numbers subject to change due to manufacturers' changes

All quotes over $300k are subject to progress billing terms, including a down payment

A 2.5% processing fee may be assessed if paying with a credit card or purchasing card

Shipping and Tax expenses not included

Quote Total	$ 120,741.63
4% Incentive Discount for October Purchase (Polycom Product Items)	$ (4,758.55)
Final Total	$ 115,983.08

Let SKC MONITOR, MANAGE, & MEASURE your voice & video networks while you focus on your core business.

Contact the SKC Communication Experts: (800) 882-7779, contact.us@skccom

www.skccom.com

AGENDA ITEM #17.

THE COUNTY OF GALVESTON

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

(409) 770-5576
(281) 316-8300, Ext. 5576
(409) 770-5579 FAX

September 24, 2013

Hon. Mark Henry, County Judge
Galveston County Commissioners Court
Galveston County Courthouse
Galveston, Texas 77550

Re: Abandonment of portion of unopened 3rd Street r/w between Ave.C & S.H.6 And Alley between between Lots 1, 2, 3, & 4 on the north & Lots 13,14,15 & 16 on the south, Block 15 Town of Algoa

Gentlemen:

Attached for your consideration is a Petition from Mabel J. Mittelsted, as Trusteee of the Lawrence E. Mittlested and Mabel J. Mittelsted Revocable Living Turst, BAAD Saltwater Properties, LLC, and six other freeholders of Precinct 2 for the abandonment of the captioned right of way. Petitioners own the property surrounding the unopened rights of way and are willing to pay the fair market value of the land plus any expenses incurred.

If you are agreeable, we will notify Petitioners to post the Notice of the proposed abandonment of this right of way for the required twenty (20) day period, after which they will execute an Affidavit confirming the posting. Following receipt of the Affidavit, we will present instruments to Commissioners' Court for acceptance and entry of the Final Order.

Yours very truly,

Claudette Fickessen

Claudette Fickessen

cf
Encl.

cc: Commissioner Kevin O'Brien, Precinct 2

PETITION TO CLOSE A PORTION OF UNOPENED RIGHT OF WAY IN THE TOWN OF ALGOA, A SUBDIVISION RECORDED IN VOLUME 10, PAGE 12 OF THE GALVESTON COUNTY MAP RECORDS

GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS:

Now comes, Mabel J. Silverstein (f/k/a Mabel J. Mittelsted), as Trustee of The Lawrence E. Mittelsted and Mabel J. Mittelsted Revocable Living Trust; BAAD Saltwater Properties LLC, a Texas limited liability company; and six (6) other freeholders of Precinct No. 2, Galveston County, Texas, to file this their Petition and Application for the abandonment and discontinuance of unopened County road and alley rights of way located in Galveston County, Texas and for an appropriate order of this Honorable Court so abandoning and discontinuing said hereinafter described right of way which lies within Precinct No. 2, Galveston County, Texas in accordance with and as provided for by Chapter 251, Subchapter B, of the Texas Transportation Code, and in support thereof would respectfully show unto the Court the following:

I.

That the right of way sought to be abandoned is more fully described as follows, to-wit:

A portion of what is referred to as 3rd Street and a portion of a 20' wide alley, being out of the I. & G. N. RR. Co. Survey, Section 15, Abstract No. 602, Galveston County, Texas, and being described and depicted on ***Exhibit A*** attached hereto and made a part hereof for all purposes.

II.

That Petitioners, Mabel J. Silverstein (f/k/a Mabel J. Mittelsted), as Trustee of The Lawrence E. Mittelsted and Mabel J. Mittelsted Revocable Living Trust, and BAAD Saltwater Properties LLC, are the owners of property adjacent to the proposed abandonment.

III.

That said right of way was not laid out by a jury of view and therefore is not a "public road right of way" within the meaning of Chapter 251 of the Texas Transportation Code, nor was the right of way at any time up and including the present time located within the limits of an incorporated city or town.

IV.

That the roadway has not been opened and used as a public road for more than 50 years, nor has the County of Galveston ever exercised any control, right of control, jurisdiction or dominion either for itself or on behalf of the public generally by working or spending money on the same or by any other act or in any other manner as a road.

V.

That there is not now any public need for the opening and maintaining of the right of way as a road by the County of Galveston, and that the burdens and liabilities which would be imposed upon the

County of Galveston by opening and maintaining the same would not be justified by the advantages which the opening and maintenance of same would give to the public.

VI.

That in the event said right of way is abandoned by the County, Petitioner Mabel J. Silverstein (f/k/a Mabel J. Mittelsted), as Trustee of The Lawrence E. Mittelsted and Mabel J. Mittelsted Revocable Living Trust, is willing to pay to the County the fair market value of such right of way as determined by a Real Estate Appraiser chosen by the County as well as all appraisal costs.

VII.

All public and private utility companies serving the area have determined they have no facilities within the area to be abandoned and have no objection to the abandonment.

VIII.

WHEREFORE, Petitioners pray that twenty (20) days' notice of this Application and Petition be given, that said notice should be published as required by law; that Petitioners furnish satisfactory proof of posting of said notice and that upon final hearing hereof this Honorable Court adopt a proper Resolution vacating and abandoning every claim or right the County of Galveston or the general public has or may have in the unopened and unused portions of the right of way described herein, subject, however, to any easements or record or easements now existing on the ground and that this Honorable Court enter such further orders and take such further action as may be proper or necessary in the premises.

WITNESS OUR HANDS, as of the dates set forth below.

Mabel J. Silverstein

Mabel J. Silverstein (f/k/a Mabel J. Mittelsted), as Trustee
of The Lawrence E. Mittelsted and Mabel J. Mittelsted
Revocable Living Trust
Dated: 9-18-, 2013

BAAD Saltwater Properties LLC, a Texas limited
liability company

By: _____
Brian P. Dietert, a Managing Member

By: Anna M. Dietert
Anna M. Dietert, a Managing Member
Dated: 9/18, 2013

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

Edna E Easton
Printed Name: EDNA E EASTON
Dated: _____, 2013

James B Evans
Printed Name: James B. Evans III
Dated: 9-15-, 2013

SAM Hallows
Printed Name: SAM HALLOWS
Dated: SEPT 19, 2013

Carolyn Mann
Printed Name: CAROLYN MANN
Dated: 9-19-2013, 2013

Marjorie Williams
Printed Name: MARJORIE WILLIAMS
Dated: _____, 2013

Barbara Davidson
Printed Name: BARBARA DAVIDSON
Dated: 9/15/13, 2013

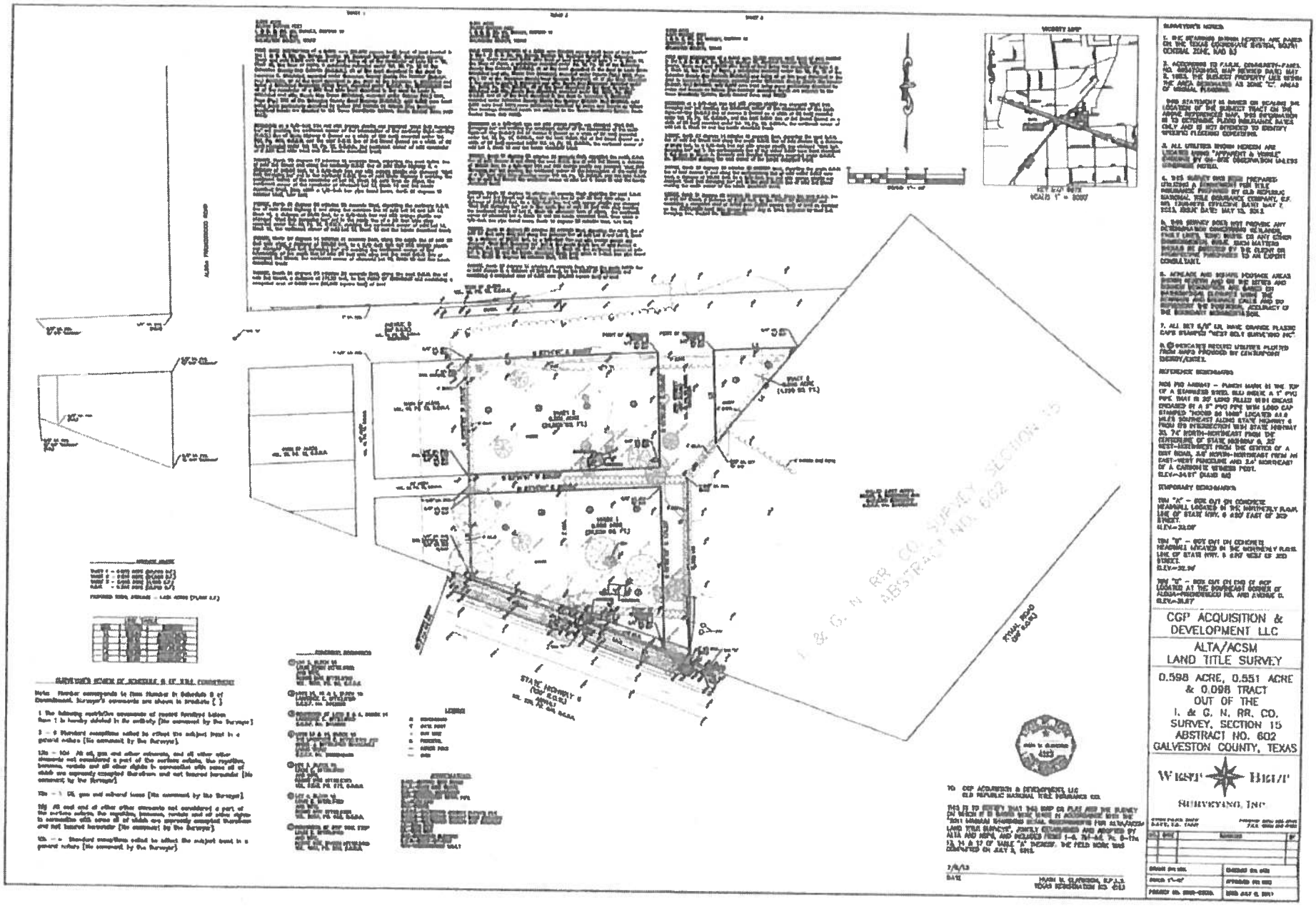
CONTINUATION OF SIGNATURES TO
PETITION TO CLOSE A PORTION OF UNOPENED RIGHT OF WAY
IN THE TOWN OF ALGOA, A SUBDIVISION RECORDED
IN VOLUME 10, PAGE 12 OF THE GALVESTON COUNTY MAP RECORDS

August 9, 2013

LEGAL DESCRIPTION OF A PORTION OF 3RD STREET AND A PORTION OF AN ALLEY IN BLK 15 IN THE TOWN OF ALGOA AS SHOWN ON A SURVEY OF A 0.598 ACRE & 0.551 ACRE & 0.098 ACRE TRACT OUT OF THE I&GNRR CO. SURVEY, SECTION 15, ABSTRACT NO.602, GALVESTON COUNTY TEXAS PREPARED BY HUGH CLARKSON, RPLS #4113 OF WEST BELT SURVEYING INC DATED 7/8/2013

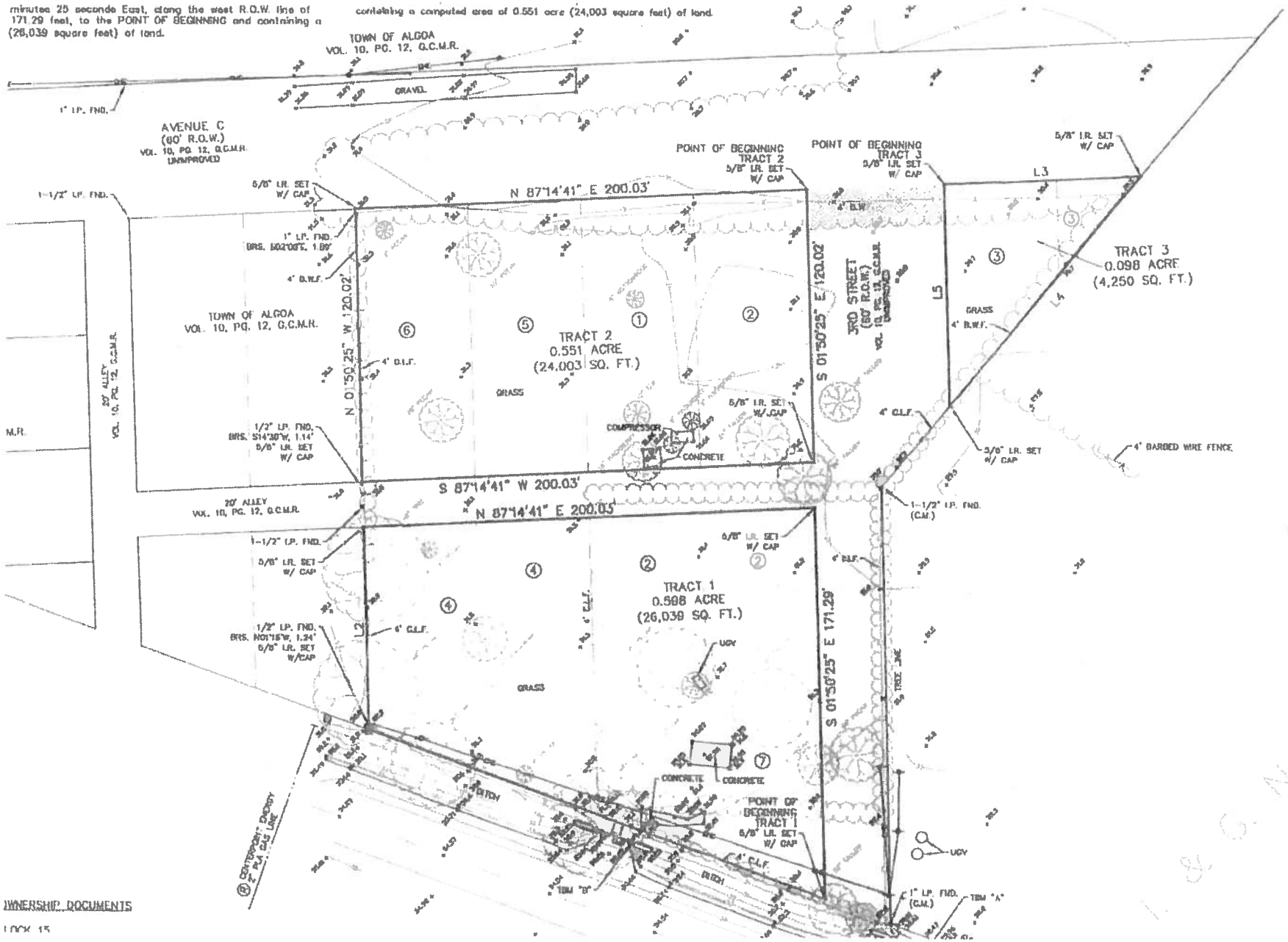
All of the 20 ft alley in Blk 15 Town of Algoa between lots 1, 2, 3 & 4 on the north and lots 13, 14, 15 & 16 on the south as shown on a survey of a 0.598 acre & 0.551 acre & 0.098 acre tract out of the I&GNRR Co survey, section 15, abstract no. 602, Galveston County Texas prepared by Hugh Clarkson, RPLS #4113 of West Belt Surveying Inc. dated 7/8/2013,

And all of the 3rd Street in the Town of Algoa between the south ROW lone of Ave C (60' ROW) and the north ROW line of SH 6 as shown on a survey of a 0.598 acre & 0.551 acre & 0.098 acre tract out of the I&GNRR Co survey, section 15, abstract no. 602, Galveston County Texas prepared by Hugh Clarkson, RPLS #4113 of West Belt Surveying Inc. dated 7/8/2013, containing a total of 16,714.98 sq feet of land more or less.


CGP ACQUISITION & DEVELOPMENT LLC
ALTA/ACSM
LAND TITLE SURVEY
0.598 ACRE, 0.551 ACRE & 0.098 TRACT
OUT OF THE
I. & G. N. RR. CO.
SURVEY, SECTION 15
ABSTRACT NO. 602
GALVESTON COUNTY, TEXAS
WEST BRIT
SURVEYING, INC
I. & G. N RR. CO. SURVEY SECTION 15
ABSTRACT NO. 602
STATE HIGHWAY 6
(100' R.O.W.)
VICINITY MAP
SURVEYOR'S NOTES
LEGEND

minutes 25 seconds East, along the west R.O.W. line of 171.29 feet, to the POINT OF BEGINNING and containing a (26,039 square feet) of land.

containing a computed area of 0.551 acre (24,003 square feet) of land.



OWNERSHIP DOCUMENTS

LOCK 15

AGENDA ITEM #18.

THE COUNTY OF GALVESTON

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

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

September 23, 2013

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

Re: Parcel 110– F.M. 646
Limits: F.M. 1764 to S.H. 6

Gentlemen:

For your consideration, we are attaching deed covering Parcel 110 required for the captioned F.M. 646 Project. Title vests in the Estate of Margaret Wilson, Deceased, and consists of 807 square feet of land. The fair market value of the property is $2,421.00. TxDOT will reimburse the County for 90% of the right of way cost.

If you are agreeable to accepting this deed, executed by Kay Wilson, Executrix, please authorize issuance of a check in the amount of $2,421.00 payable to the Estate of Margaret Wilson. The instrument should be recorded in the County Clerk's records, with the original being returned to our office for further handling.

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.

DEED

STATE OF TEXAS	§	**ROW CSJ:** 0978-01-032
	§	**Parcel 110 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 Estate of Margaret Wilson, Deceased, by Kay Wilson, acting Individually and as Executrix of the Estate of Margaret Wilson, of the County of Harris, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Two Thousand, Four Hundred and Twenty-One & No/100 Dollars ($2,421.00) 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.

N14

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 day of September, 2013.

The Estate of Margaret Wilson, Deceased

By: Kay Wilson
Kay Wilson, Individually and as Executrix
Of the Estate of Margaret Wilson, Deceased

Acknowledgement

State of Texas
County of Harris

This instrument was acknowledged before me on this the 19 day of September, 2013, by Kay Wilson, Individually and as Executrix of the Estate of Margaret Wilson, Deceased, for the purposes and consideration therein expressed and in the capacities therein set forth.

NOTARY PUBLIC STATE OF TEXAS
NOELLE MAELYNN SIMS
My Commission Expires
August 28, 2016

Notary Public in and for the
State of Texas

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 110

BEING a 0.019 of one acre (807 square feet) parcel of land located in the E.T. Mitchell Survey, Abstract No. 149, Galveston County, Texas, being a portion of Outlot 258 of the Alta Loma Outlots of record in Volume 10, Page 21 of the Galveston County Map Records, Texas (G.C.M.R.) and being a portion of that certain 0.568 acre tract of land conveyed to Margaret A. Wilson by deed of record in Volume 1657, Page 31 of the Galveston County Deed Records (G.C.D.R.); said 0.019 of one acre being more particularly described as follows:

COMMENCING at a point marking the southeasterly corner of said 0.568 acre tract, being the northeasterly corner of that certain calculated 1.353 acre tract of land conveyed to Lynn E. Harris and wife, Billie Harris by deed of record in County Clerk File No. 8911861, Film Code No. 006-38-1216 of the Official Public Records of Real Property Galveston County, Texas (O.P.R.O.R.P.G.C.), from which a 1/2-inch iron rod found bears North 08°16' East, a distance of 0.23 feet, thence as follows;

THENCE, South 88°06'04" West, along the northerly line of said 1.353 acre tract, being the southerly line of said 0.568 acre tract, a distance of 299.73 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 = 3,214,125.93, Y = 13,706,938.66;

1.) THENCE, South 88°06'04" West, continuing along the northerly line of said 1.353 acre tract, being the southerly line of said 0.568 acre tract, a distance of 10.10 feet to a point in the existing easterly right-of-way line of FM 646 (80 foot right-of-way) recorded in Volume 735, Page 455, G.C.D.R., marking the northwesterly corner of said 1.353 acre tract, being the southwesterly corner of said 0.568 acre tract, from which a 1-inch iron pipe found bears South 28°41' East, a distance of 0.25 feet;

2.) THENCE, North 01°57'53" West, along the existing easterly right-of-way line of FM 646, being the westerly line of said 0.568 acre tract, a distance of 79.85 feet to a 1-inch iron pipe found for the northwesterly corner of said 0.568 acre tract, being the southwesterly corner of that calculated certain 1.416 acre tract of land conveyed to James A. West by deed of record in County Clerk File No. 9135265, Film Code No. 007-78-0713, O.P.R.O.R.P.G.C.

3.) THENCE, North 88°06'04" East, along the northerly line of said 0.568 acre tract, being the southerly line of said 1.416 acre tract, a distance of 10.12 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;

EXHIBIT A

4.) THENCE, South 01°56'53" East, along the proposed easterly right-of-way line of FM 646, a distance of 79.85 feet to the POINT OF BEGINNING and containing 0.019 of one acre (807 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
4968
PROFESSIONAL
LAND SURVEYOR

4-18-06

Ex A 3 of 3

JOHN BRENNAN SURVEY
A-42

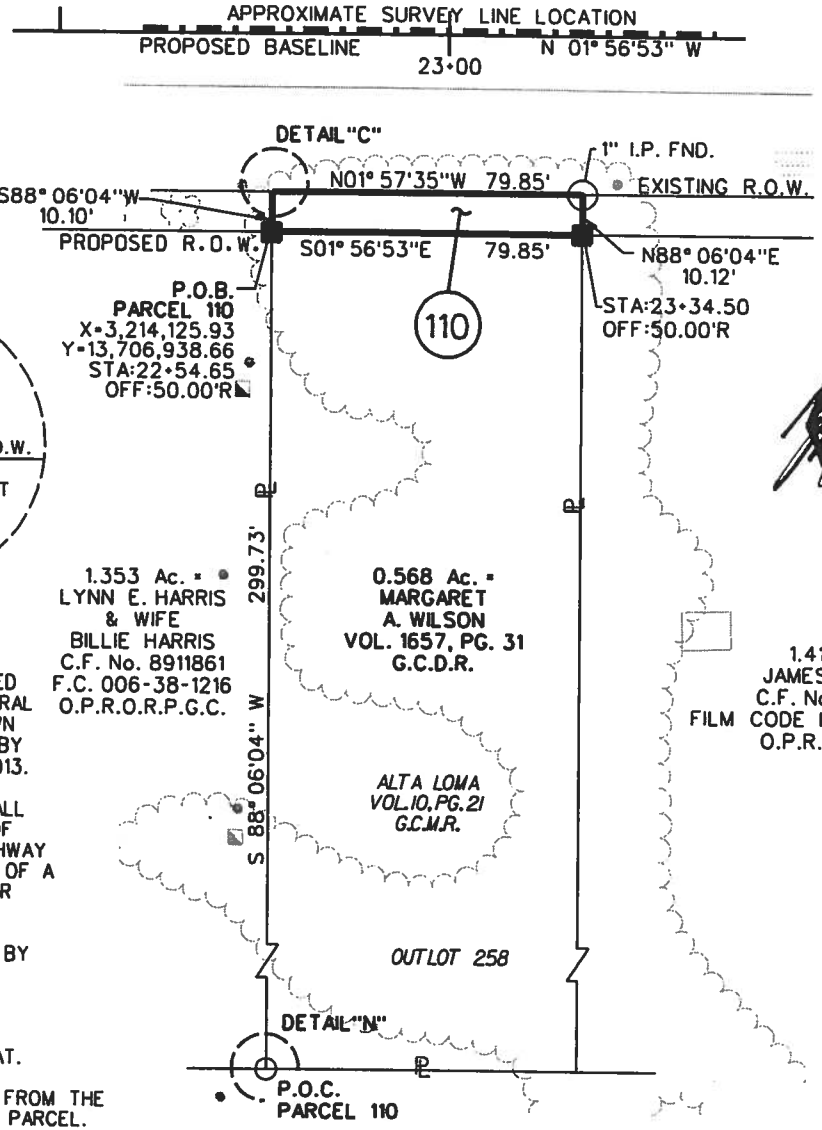
LEGEND

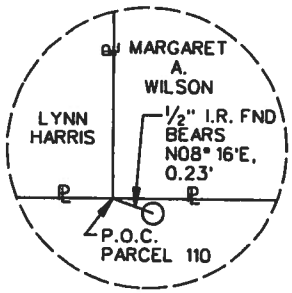
- Set 5/8" IR w/TxDOT Alum. Cap
- Fnd. 5/8" IR w/TxDOT Alum. Cap
- Set 5/8" Iron Rod with GS Cap (unless otherwise noted)
- Fnd. (Type Indicated at Location)
- GAS PUMP
- MONITOR WELL
- WATER METER
- 2'X2' GAS COVER
- PROPERTY LINE
- SURVEY LINE
- LANDHOOK
- BREAK

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

F.M.646
RECORD INFORMATION
VOL. 735, PG. 455
G.C.D.R.

0 50 100
SCALE 1"=50'





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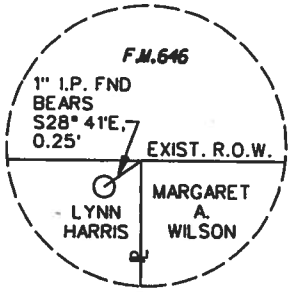
N.T.S.



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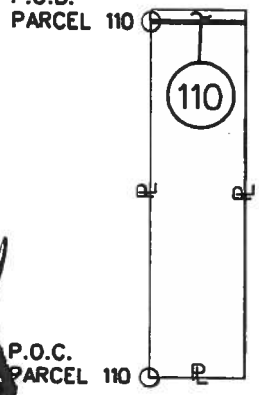

PARENT TRACT
PARCEL 110
N.T.S.

STATE OF TEXAS
REGISTERED
MARY E. CHRUSZCZAK
4868
PROFESSIONAL
LAND SURVEYOR

4-18-06

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 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.

E.T. MITCHELL SURVEY
A-149

* CALCULATED AREA

REVISIONS:

1.

EXISTING	TAKING	REMAINING
0.568 Ac.	0.019 Ac. 807 Sq. Ft.	0.549 Ac.

GeoSolutions, Ltd.

Tel. (281) 681-9766 Fax (281) 681-9779

PARCEL 110
FM 646
GALVESTON COUNTY, TEXAS
R.O.W. C.S.J.: 0978-01-032

DATE: APRIL 2006

PARCEL 110
ACCOUNT NO. 8012-02-068

AGENDA ITEM #19.

Texas Department of Agriculture

Texans Feeding Texans:
Home-Delivered Meal Grant Program

POSTMARK DEADLINE: *FRIDAY, NOVEMBER 1, 2013.*

LATE OR INCOMPLETE APPLICATIONS WILL BE DENIED.

Application Checklist

REQUIRED:

☒ Application Form GTBD-201.
☒ Attachment A – Meal Number Documentation Worksheet
☒ TDA approved resolution completed by the county in which you are applying.
☒ Most recent financial statements or audited financial report (IRS Form 990 **not** accepted).
- Balance Sheet and Profit and Loss Statement from the previous 12 month period

-or-

- Audited Financial Statement.

☒ Copy of most recent food establishment permit or proof of exemption.

Nonprofits only

☐ Documentation of qualifying nonprofit private organization, (i.e. IRS Determination Letter).
☐ List of nonprofit's Board of Directors and Officers, if applicable.

OPTIONAL: Please complete if you have not previously received a TDA grant or if you would like to change previously submitted information.

☒ Direct Deposit Form to arrange electronic deposit of grant payments.
☐ Payee Identification Number Application if the organization has not received any payments from the State of Texas.

Applications submitted prior to November 1, 2013 will be allowed to submit supplemental documentation or information.

ALL APPLICATIONS, INCLUDING REQUIRED DOCUMENTATION, MUST BE COMPLETE AND POSTMARKED BY NOVEMBER 1, 2013.

Mailing Address: P.O. Box 12847, Austin, Texas 78711
Physical Address: 1700 N. Congress Avenue, Austin, Texas 78701
Voice (800) 835-5832 • (512) 463-6908 • Fax (888) 223-9048
www.TexasAgriculture.gov • E-mail Grants@TexasAgriculture.gov

Texas Department of Agriculture
Texans Feeding Texans: Home-Delivered Meal Grant Program

[FOR TDA USE ONLY]
File No. _____
Ref. File No: _____
Postmark: _____

GTBD-201

Section A. Organization Information

Full Legal Business Name: **Galveston County, Texas**

DBA 'Doing Business As' Name: *(if applicable)* **Galveston County Department of Parks & Senior Services**

Mailing Address: **4102 Main Street (FM 519)**
Street Address

La Marque — *City* | **TX** — *State* | **77568** — *Zip Code*

Physical Address: **722 Moody Avenure**
Street Address

Galveston — *City* | **TX** — *State* | **77550** — *Zip Code*

Federal Identification Number: (must be nine (9) digits) **7 4 - 6 0 0 0 9 0 8**

In order to receive this grant, the organization must be a private nonprofit with a volunteer board of directors, exempt from taxation under §501(a) of the Internal Revenue Code of 1986 as described by §501 (c) (3) of that code, or a governmental agency.

Please indicate which of the following apply:
☐ Private nonprofit organization
☒ Governmental agency

County Grant : to be received from the county during the 2014 State Fiscal Year: **$63,000.00**
Must match amount documented on county resolution

Section B. Contact Personnel

(1) Name of Primary Program Contact *(This person can answer day-to-day questions about the organization.)*

Title: (Check one)
☐ Executive Director ☒ Program Administrator ☐ Chief Executive Officer
☐ President ☐ Other: _____

Full Name: **Jennifer** (*First*) **Krupa** (*Last*)
☐ Mr. ☐ Dr. ☐ Ms. ☒ Other **Mrs.**

Email Address: **jennifer.krupa@co.galveston.tx.us**

Phone: **(409) 934 - 8126** Ext. _____ Fax: **(409) 934 - 8140**

(2) Name of Authorized Official *(This person is authorized to enter into legal agreements on behalf of the organization. This person's name will appear on the grant agreement for signature.)*

Same As Above ☐

Title: (Check one)
☐ Executive Director ☐ Chief Financial Officer ☐ Chief Executive Officer
☒ County Judge ☐ Other: ____

Full Name: **Mark A.** (First) **Henry** (Last) ☒ Mr. ☐ Dr. ☐ Ms. ☐ Other ____

Email Address: **Mark.Henry@co.galveston.tx.us**

Phone: **(409) 766 - 2244** Ext. ____ Fax: **(409) 765 - 2915**

Section C. Service Information

An organization must submit one application per county. If the applicant delivers meals in multiple counties, a separate application is required to document the meals in each county for which a grant is sought. Only meals delivered in the applying county are considered eligible. Please use ***Attachment A-Meal Number Documentation Worksheet*** to assist your organization in ensuring all home delivered meals are accurate and accounted.

1. The **County** in which home-delivered meals were delivered: Galveston

2. **Total number of HOME-DELIVERED meals delivered** to homebound persons 60 years or older and/or disabled in the county stated in Question #1 between September 1, 2012 and August 31, 2013 (regardless of funding source). 107,729

NOTE: If this number is miscalculated, includes congregate meals, includes meals from another County served, or other errors, the applicant will be required to repay TDA for all or part of the FY 2014 grant. *Must match attachment A*

3. Does the applicant organization serve congregate meals in the county stated in Question #1? ☒ Yes ☐ No
**Congregate meals are not eligible for the program and must be separated.*

3.A. If you answered 'YES' to question #3, please confirm, **by initialing on the line provided to the right**, that **no congregate meals** were calculated in the total number of home-delivered meals you reported in Question #2. If you answered 'No', please check the box labeled N/A. *(Initial Here)* ☐ N/A

4. Does the applicant organization serve **home-delivered meals** in multiple Texas Counties? ☐ Yes ☒ No

4.A. If you answered 'YES' to Question #4, please verify, **by initialing on the line provided to the right**, that only home-delivered meals delivered in the county stated in Question #1 were calculated in the total number of home-delivered meals you reported in Question #2. If you answered 'No', please check the box labeled N/A. ____ *Initial Here* ☐ N/A

5. If you answered 'Yes' to Question #4, please list all of the Texas counties in which the organization serves home-delivered meals, including those for which you do not intend to apply for TDA grant funds.

____, ____, ____, ____, ____, ____, ____, ____,

Section D. Certifications

By signing below, Applicant:

(1) Certifies all information provided in connection with this application is true and correct to the best of Applicant's knowledge;
(2) Acknowledges any misrepresentation or false statement made by Applicant, or an authorized agent of Applicant, in connection with this application, whether intentional or not, will constitute grounds for denial of this application;
(3) Acknowledges acceptance of funds in connection with this application acts as an acceptance of the authority of TDA and the State Auditor's Office (SAO) or any successor agency to conduct an investigation in connection with those funds, and Applicant further agrees to cooperate fully with TDA and/or SAD or its successor in the conduct of the audit or investigation, including allowing TDA and/or SAD to inspect Applicant's premises and providing all records requested;
(4) Acknowledges this application and any payments owed to Applicant in connection with this application may be reduced or denied because of Applicant's owing any debt to the State of Texas, and if Applicant is an individual, that this application and any payments owed to Applicant in connection with this application may be denied because of delinquency in payment of a guarantee student loan and for failure to pay child support; and

(5) By submission of this application, Applicant acknowledges as a condition of receipt of grant funds under this program the Applicant will be required to execute a grant agreement with the Texas Department of Agriculture, and further acknowledges that failure to timely execute the grant agreement will result in withdrawal of any grant funds awarded, and those funds will be redistributed to other qualified applicants in accordance with state law and TDA rules.

Applicant further certifies that:

(1) Applicant is a qualifying governmental agency or nonprofit private organization that is exempt from taxation under §501(a), Internal Revenue Code of 1986, as an organization described by §501(c)(3) of that code, which is a direct provider of home-delivered meals to homebound elderly persons or persons with disabilities in Texas.
(2) Applicant enforces nondiscrimination practices.
(3) Applicant has an accounting system or fiscal agent approved by the county where it provides meals and has a system to prevent the duplication of services to clients.

(4) Applicant has received a grant from the county in which the organization is delivering meals, in accordance with Title 4, Part 1, Subchapter O, Section 1.953 of the Texas Administrative Code.
(5) Applicant agrees to use funds received through the home-delivered meal grant program only to supplement or extend existing home-delivered meal services.
(6) Applicant authorizes TDA to review, verify and authenticate all information provided in this application.
(7) Applicant understands TDA may request further documentation supporting this application, including contacting other agencies, organizations, facilities or third parties to verify data provided by an Applicant from the records of such agencies, organizations, facilities or third parties.
(8) Applicant acknowledges, affirms, consents to, and understands that Applicant is solely responsible for calculating and verifying the information contained in Section C of the application, along with the information provided in Attachment A. Applicant acknowledges, affirms, consents to, and understands that if any inaccurate, incorrect, false, or misleading information is supplied in the application, including, without limitation, the information provided in Section C and Attachment A, Applicant may be required to refund or pay back a portion or all of the funds awarded pursuant to this Grant.
Notice of Penalties: The penalty for knowingly making false statements or false entries, or attempts to secure money through fraudulent means, may include fines and/or incarceration and/or forfeiture of funds under applicable state law.

Authorized Official: *(Person listed in section B.2)*

Mark A. Henry _____ X _____ / /
Printed name from Section B(2) *Signature* *Date*

State of Texas
County of _____
SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 20_____.

_____
Notary Public, State of Texas
Notary's printed name: _____
Notary's commission expires: _____

*Secondary Official: *(for nonprofits only)*

_____ X _____ / /
Printed name and title *Signature* *Date*

State of Texas
County of _____
SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 20_____.

_____
Notary Public, State of Texas
Notary's printed name: _____
Notary's commission expires: _____

NOTE A non-profit must have two individuals sign their application. **The Authorized Official cannot sign in both places. If the Authorized Official is the Chair of the Board, the Vice-Chair should sign as the secondary.**

Todd Staples, Commissioner

Texans Feeding Texans: Home-Delivered Meal Grant Program
Attachment A – Meal Number Documentation Worksheet

Applicant Organization: Galveston County Department of Parks & Senior Services

Applicant County: Galveston County

Please indicate the number of home-delivered meals the organization delivered* during State FY 2013, September 1, 2012 – August 31, 2013, to eligible clients** in the County. The purpose of this page is to assist your organization in determining the total number of meals delivered by your organization. You may he asked to provide backup documentation to certify the numbers provided are accurate. Your organization may update categories as needed.

Month	Title III C-2 Meals *(AAA)*	Program Income Meals	Title XIX Meals *(DADS)*	Title XX Meals *(DADS)*	Evercare/ StarPlus Meals	Locally Funded Meals***	Other Meals****	TOTAL Home-Delivered Meals	Congregate Meals *(regardless of sources)* ●
Sep-12	6,806	39	0	0	0	565	1,729	9,139	1,952
Oct-12	4,188	27	0	0	0	4,110	1,980	10,305	2,207
Nov-12	4,188	29	0	0	0	3,275	1,824	9,316	2,255
Dec-12	4,188	250	0	0	0	3,474	1,817	9,729	2,755
Jan-13	4,188	27	0	0	0	3,661	1,838	9,714	2,757
Feb-13	4,188	74	0	0	0	2,443	1,574	8,279	2,550
Mar-13	4,188	40	0	0	0	2,407	1,598	8,233	2,982
Apr-13	4,188	43	0	0	0	2,405	1,589	8,225	3,013
May-13	4,188	78	0	0	0	4,213	2,001	10,480	4,342
Jun-13	4,188	22	0	0	0	1,609	1,321	7,140	2,759
Jul-13	4,188	26	0	0	0	3,659	1,719	9,592	4,112
Aug-13	4,188	58	0	0	0	1,969	1,362	7,577	3,292
TOTAL	52,874	713	0	0	0	33,790	20,352	**107,729**	**34,976**

*Delivered - See TDA's Texans Feeding Texans: Home-Delivered Meals website for a full definition.
**Eligible Clients – Homebound persons 60 years of age or older and/or disabled.
***Locally Funded Meals may include meals paid for by fund raising and other private sources, such as United Way.
**** List Other Meal sources on a separate page, if needed.
● Congregate meals are not eligible for consideration and should not be included in the total Home-Delivered Meals number. Applicants must separate home-delivered meals from congregate meals in order to avoid errors in grant calculations.

x _____
Signature of Organization Representative

1-Oct-13
Date

Mark A. Henry
Printed Name and Title

TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS:
HOME DELIVERED MEAL GRANT PROGRAM

TODD STAPLES, COMMISSIONER

RESOLUTION AUTHORIZING COUNTY GRANT

A RESOLUTION OF THE COUNTY OF GALVESTON TEXAS (County) CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO Galveston County Department of Parks & Senior Services (Organization) AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of $63,000.00 to be used between the:

01 (Day) of October (Month), 2013 (Year) and the 30 (Day) of September (Month), 2014 (Year).

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

Introduced, read, and passed by the affirmative vote of the County on this 1 day of October, 2013.

_____	Mark A. Henry, County Judge
Signature of Authorized Official	Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

GALVESTON COUNTY, TEXAS

STATE SINGLE AUDIT REPORT

Year Ended September 30, 2012

GALVESTON COUNTY, TEXAS
STATE SINGLE AUDIT REPORT
TABLE OF CONTENTS

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Notes on Accounting Policies for State Awards	9

whitleypenn

Texas City Office
2000 Loop 197 North
Suite 200
Texas City, Texas 77590
409.948.4406 Main

whitleypenn.com

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mark Henry, County Judge
and Members of the Commissioners Court
Galveston County, Texas

We have audited the financial statements of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of Galveston County, Texas ("the County") as of and for the year ended September 30, 2012, which collectively comprise the County's basic financial statements and have issued our report thereon dated March 28, 2013. Our report includes a reference to other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Other auditors audited the financial statements of Galveston County Health District, as described in our report on the County's financial statements. This report does not include the results of other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Internal Control over Financial Reporting

Management of the County is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered the County's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined previously. However, we identified certain deficiencies in internal control over financial reporting, described in the accompanying schedule of findings and questioned costs as item #12-01, that we consider to be significant deficiencies in internal control over financial reporting. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Dallas Fort Worth Houston

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To the Honorable Mark Henry, County Judge
and Members of the Commissioners Court
Galveston County, Texas

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

The County's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. We did not audit the County's response and, accordingly, we express no opinion on it.

Closing

This report is intended solely for the information and use of the County Commissioners, management, others within the organization, State awarding agencies and pass-through entities and is not intended to be, and should not be, used by anyone other than these specified parties.

Whitley Penn LLP

March 28, 2013

whitleypenn

Texas City Office
2000 Loop 197 North
Suite 200
Texas City, Texas 77590
409.948.4406 Main

whitleypenn.com

REPORT ON COMPLIANCE WITH REQUIREMENTS THAT COULD HAVE A DIRECT AND MATERIAL EFFECT ON EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH *OMB CIRCULAR A-133* AND THE STATE OF TEXAS UNIFORM GRANT MANAGEMENT STANDARDS CHAPTER IV *TEXAS STATE SINGLE AUDIT CIRCULAR*

To the Honorable Mark Henry, County Judge
and Members of the Commissioners Court
Galveston County, Texas

Compliance

We have audited the compliance of Galveston County, Texas with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 *Compliance Supplement* and the State of Texas Uniform Grant Management Standards Chapter IV *Texas State Single Audit Circular* that could have a direct and material effect on each of the County's major state programs for the year ended September 30, 2012. The County's major state programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major state programs is the responsibility of the County's management. Our responsibility is to express an opinion on the County's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the provisions of OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*; and, State of Texas Uniform Grant Management Standards Chapter IV *Texas State Single Audit Circular*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major state program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the County's compliance with those requirements.

In our opinion, the County complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major state programs for the year ended September 30, 2012.

Internal Control over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to state programs. In planning and performing our audit, we considered the County's internal control over compliance with the requirements that could have a direct and material effect on a major state program in order to

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determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, and the State of Texas Uniform Grant Management Standards Chapter IV Texas State Single Audit Circular, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly we do not express an opinion on the effectiveness of the County's internal control over compliance.

A *deficiency in internal control over compliance* exists when then design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is reasonable possibility that material noncompliance with a type of compliance requirement of a state program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

Schedule of Expenditures of State Awards

We have audited the financial statements of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the County, as of and for the year ended September 30, 2012, and have issued our report thereon dated March 28, 2013, which contained unqualified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements as a whole. The accompanying Schedule of Expenditures of State Awards is presented for purposes of additional analysis as required by OMB Circular A-133 and the State of Texas Uniform Grant Management Standards Chapter IV *Texas State Single Audit* Circular and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of state awards is fairly stated in all material respects in relation to the financial statements as a whole.

Closing

This report is intended solely for the information and use of the County Commissioners, management, others within the organization, State awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Whitley Penn LLP
March 28, 2013

GALVESTON COUNTY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended September 30, 2012

I - Summary of Auditors' Results

Financial Statements

Type of auditors' report issued:	Unqualified
Internal Control over financial reporting:	
• Material weakness(es) identified?	None reported
• Significant deficiencies identified that are not considered to be material weaknesses?	Yes, #12-01
Noncompliance material to financial statements noted?	None reported

State Awards

Internal control over major programs:	
• Material weakness(es) identified?	None reported
• Significant deficiencies identified that are not considered to be material weaknesses?	None reported
Type of auditors' report issued on compliance for major programs:	Unqualified
Any audit findings disclosed that are required to be reported in accordance with section .510(a) of OMB Circular A-133?	None reported

Identification of Major Programs:

State Grant Number	Name of State Program
582-9-90416-15	Low Inc. Asst., Retrofit & Retirement (LIRAP)
582-12-20283	Low Inc. Asst., Retrofit & Retirement (LIRAP)
HDM-11-705	Texans Feeding Texans
HDM-12-808	Texans Feeding Texans
SA-T01-10051-12	Texas Automobile Theft Prevention Authority
SA-T01-10051-13	Texas Automobile Theft Prevention Authority

Dollar threshold used to distinguish between type A and type B State programs:	$300,000
Auditee qualified as low-risk auditee?	No

II - Financial Statement Findings

Finding #12-01 – Tax Office Bank Reconciliation

Criteria:
Cash accounts should be reconciled on a timely basis, and outstanding reconciling items should be properly identified and supported.

Condition:
During fiscal year 2012, the Tax Office closed the Highway bank account and monies were transferred to a new bank account. At the time the account was closed, reconciling items associated with that account had not been completely identified. As of the date of this report, the Tax Office Highway bank account has been reconciled through June 30, 2012. Consequently, the amount due to the County for their portion of the receipts had not been determined or properly recorded in the general ledger.

Context:
The auditors noted this while performing standard cash procedures.

Effect:
The primary activity of the Tax Office Highway bank account is the deposits of motor vehicle registration payments and the distribution to the State and County. Failure to reconcile bank accounts timely can create the opportunity for misstatements due to fraud or errors to occur and not be detected in a timely manner.

Recommendation:
The Tax Office should continue their efforts to identify the reconciling items and to make the appropriate entries to ensure that the accounting records are complete and accurate.

III – State Award Findings and Questioned Costs

The audit disclosed no federal award findings and questioned costs required to be reported.

IV - Status of Prior Year Findings and Questioned Costs

Finding #11-01 - Internal Controls over Sub-recipient Monitoring of the Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)

Resolved: Upon communication of this finding to management, and as of the date of the issuance of the 2011 state single audit report, the Director of Community Services arranged a meeting with H-GAC (sub-recipient) to discuss the sub-recipient's processes and internal audit procedures. The Director of Community Services met with H-GAC's AirCheck Texas Project Coordinator, Workforce Program Manager, and AirCheck Texas Financial Aid Specialist. The Director of Community Services is continuing to work on formally documenting the procedures for monitoring the LIRAP program.

V - Views of Responsible Officials and Planned Corrective Action

Finding #12-01 Tax Office Bank Reconciliation	**Description:** Management concurs with the recommendation. In addition to the change in bank accounts, a change in personnel contributed to reconciliations falling behind. A corrective action plan has been in place since October 2012, and, at the conclusion of tax season, additional staff was assigned to assist with the effort. Responsible party: Cheryl Johnson, Tax Assessor Collector Estimated completion date: July 1, 2013

GALVESTON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF STATE AWARDS

For the Year Ended September 30, 2012

Grantor/Program Title-State	State Grantors Number	Disbursement/ Expenditures
Texas Commission on Environmental Quality		
Direct:		
Low Inc. Asst., Retrofit & Retirement (LIRAP)	582-9-90416-15	$ 284,815
Low Inc. Asst., Retrofit & Retirement (LIRAP)	582-12-20283	11,103
Total Texas Commission on Environmental Quality		295,918
Texas Department of Public Safety		
Direct:		
Texas Automobile Theft Prevention Authority	SA-T01-10051-12	440,432
Texas Automobile Theft Prevention Authority	SA-T01-10051-13	30,588
Total Texas Department of Public Safety		471,020
Texas Department of Agriculture		
Direct:		
Texans Feeding Texans	HDM-11-705	55,481
Texans Feeding Texans	HDM-12-808	81,568
Total Texas Department of Agriculture		137,049
Office of the Governor, Criminal Justice Division		
Direct:		
Galveston County Adult Drug Court Program	SF-12-A10-25200-01	42,825
Total Office of the Governor, Criminal Justice Division		42,825
Total State Awards Requiring Single Audit Act Compliance		$ 946,812

GALVESTON COUNTY, TEXAS
NOTES ON ACCOUNTING POLICIES FOR STATE AWARDS

Note 1 - Basis of Accounting

Galveston County, Texas accounts for state funding using the modified accrual method of accounting. This basis of accounting recognizes revenues in the accounting period in which they become susceptible to accrual, i.e. both measurable and available, and expenditures in the accounting period in which the liability is incurred, if measurable, except for certain compensated absences, claims and judgments, which are recognized when the obligations are expected to be liquidated with expendable available financial resources. Equipment purchases for grant purposes are treated as expenses in the schedule of expenditures of state awards and typically capitalized for financial statement purposes.

State grant funds are considered to be earned to the extent of expenses made under the provisions of the grant, and, accordingly, when such funds are received, they are recorded as deferred revenues until earned. Generally, unused balances are returned to the grantor at the close of specified project periods.

Galveston County Health District

PERMIT

PT0006786

This is to certify that the establishment shown below

GALVESTON COUNTY DEPARTMENT OF PARKS & SENIOR SERVICES JOHNSON COMMUNITY CENTER
4102 Main St
LA MARQUE, TX 77568

Has completed the requirements of the Health District and is hereby granted this PERMIT to conduct operations as a
Exempt High Risk Food Operation

This permit is to be placed on display and remains valid for the period shown below

Valid From 4/1/2013 To 3/31/2014

unless suspended or revoked for non-compliance with the rules of the Galveston County Health District. **This permit is not transferrable.**

Facility # FA0001361

Program # PR0002416

Martin Entringer
Consumer Health Services Manager

Harlan "Mark" Guidry
Chief Executive Officer & Health Authority

AGENDA ITEM #20.

TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS:
HOME DELIVERED MEAL GRANT PROGRAM

TODD STAPLES, COMMISSIONER

RESOLUTION AUTHORIZING COUNTY GRANT

A RESOLUTION OF THE COUNTY OF GALVESTON TEXAS (County) CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO Bay Area Meals on Wheels (Organization) AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of $1,000.00 to be used between the:

1 (Day) of October (Month), 2013 (Year) and the 30 (Day) of September (Month), 2014 (Year).

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

Introduced, read, and passed by the affirmative vote of the County on this 1 day of October, 2013.

Signature of Authorized Official

Mark Henry, County Judge
Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

Texas Department of Agriculture

Texans Feeding Texans: Home-Delivered Meal Grant Program

GALVESTON COUNTY Application

POSTMARK DEADLINE: *FRIDAY, NOVEMBER 1, 2013.*

LATE OR INCOMPLETE APPLICATIONS WILL BE DENIED.

Application Checklist

REQUIRED:

- [x] Application Form GTBD-201.
- [x] Attachment A – Meal Number Documentation Worksheet
- [ ] TDA approved resolution completed by the county in which you are applying.
- [x] Most recent financial statements or audited financial report (IRS Form 990 **not** accepted).
  - Balance Sheet and Profit and Loss Statement from the previous 12 month period

  -or-
  - Audited Financial Statement.
- [x] Copy of most recent food establishment permit or proof of exemption.

Nonprofits only

- [x] Documentation of qualifying nonprofit private organization, (i.e. IRS Determination Letter).
- [x] List of nonprofit's Board of Directors and Officers, if applicable.

OPTIONAL: Please complete if you have not previously received a TDA grant or if you would like to change previously submitted information.

- [ ] Direct Deposit Form to arrange electronic deposit of grant payments.
- [ ] Payee Identification Number Application if the organization has not received any payments from the State of Texas.

Applications submitted prior to November 1, 2013 will be allowed to submit supplemental documentation or information.

ALL APPLICATIONS, INCLUDING REQUIRED DOCUMENTATION, MUST BE COMPLETE AND POSTMARKED BY NOVEMBER 1, 2013.

Mailing Address: P.O. Box 12847, Austin, Texas 78711
Physical Address: 1700 N. Congress Avenue, Austin, Texas 78701
Voice (800) 835-5832 • (512) 463-6908 • Fax (888) 223-9048
www.TexasAgriculture.gov • E-mail Grants@TexasAgriculture.gov

Texas Department of Agriculture
Texans Feeding Texans: Home-Delivered Meal Grant Program

[FOR TDA USE ONLY]
File No. _____
Ref. File No: _____
Postmark: _____

GTBD-201

Section A. Organization Information

Full Legal Business Name: **BAY AREA MEALS ON WHEELS, INC.**

DBA 'Doing Business As' Name:
(if applicable)

Mailing Address: **14045 SPACE CENTER BLVD.**
Street Address

HOUSTON *City* **TX** *State* **77062** *Zip Code*

Physical Address: **14045 SPACE CENTER BLVD.**
Street Address

HOUSTON *City* **TX** *State* **77062** *Zip Code*

Federal Identification Number:
(must be nine (9) digits) **7 6 - 0 0 1 6 4 5 3**

In order to receive this grant, the organization must be a private nonprofit with a volunteer board of directors, exempt from taxation under §501(a) of the Internal Revenue Code of 1986 as described by §501 (c) (3) of that code, or a governmental agency.

Please indicate which of the following apply: ☒ Private nonprofit organization ☐ Governmental agency

County Grant :to be received from the county during the 2014 State Fiscal Year: $1,000.00
Must match amount documented on county resolution

Section B. Contact Personnel

(1) Name of Primary Program Contact *(This person can answer day-to-day questions about the organization.)*

Title: (Check one)
☐ Executive Director ☐ Program Administrator ☐ Chief Executive Officer
☐ President ☒ Other: **TREASURER**

Full Name: **SANDRA** *First* **LOUVET** *Last* ☐ Mr. ☐ Dr. ☒ Ms. ☐ Other ____

Email Address: **SLLOUVET@YAHOO.COM**

Phone: **(281) 486 - 8807** Ext. _____ Fax:( ) -

(2) Name of Authorized Official *(This person is authorized to enter into legal agreements on behalf of the organization. This person's name will appear on the grant agreement for signature.)*

Same As Above ☒

Title: (Check one) ☐ Executive Director ☐ Chief Financial Officer ☐ Chief Executive Officer ☐ County Judge ☐ Other: ____

Full Name: _____ ☐ Mr. ☐ Dr. ☐ Ms. ☐ Other ____
First *Last*

Email Address: _____

Phone: (____) - _____ Ext. _____ Fax:(____) - _____

Section C. Service Information

An organization must submit one application per county. If the applicant delivers meals in multiple counties, a separate application is required to document the meals in each county for which a grant is sought. Only meals delivered in the applying county are considered eligible. Please use ***Attachment A-Meal Number Documentation Worksheet*** to assist your organization in ensuring all home delivered meals are accurate and accounted.

1. The **County** in which home-delivered meals were delivered: GALVESTON

2. **Total number of HOME-DELIVERED meals delivered** to homebound persons 60 years or older and/or disabled in the county stated in Question #1 between September 1, 2012 and August 31, 2013 (regardless of funding source).

   NOTE: If this number is miscalculated, includes congregate meals, includes meals from another County served, or other errors, the applicant will be required to repay TDA for all or part of the FY 2014 grant.

   5125
   Must match attachment A

3. Does the applicant organization serve congregate meals in the county stated in Question #1?
   **Congregate meals are not eligible for the program and must be separated.*
   ☐ Yes ☒ No

   3.A. If you answered 'YES' to question #3, please confirm, **by initialing on the line provided to the right**, that **no congregate meals** were calculated in the total number of home-delivered meals you reported in Question #2. If you answered 'No', please check the box labeled N/A.
   _____ *Initial Here* ☒ N/A

4. Does the applicant organization serve **home-delivered meals** in multiple Texas Counties? ☒ Yes ☐ No

   4.A. If you answered 'YES' to Question #4, please verify, **by initialing on the line provided to the right**, that only home-delivered meals delivered in the county stated in Question #1 were calculated in the total number of home-delivered meals you reported in Question #2. If you answered 'No', please check the box labeled N/A.
   SLJ *Initial Here* ☐ N/A

5. If you answered 'Yes' to Question #4, please list all of the Texas counties in which the organization serves home-delivered meals, including those for which you do not intend to apply for TDA grant funds.

   GALVESTON, HARRIS, ____, ____, ____, ____, ____, ____,

Section D. Certifications

By signing below, Applicant:

(1) Certifies all information provided in connection with this application is true and correct to the best of Applicant's knowledge;
(2) Acknowledges any misrepresentation or false statement made by Applicant, or an authorized agent of Applicant, in connection with this application, whether intentional or not, will constitute grounds for denial of this application;
(3) Acknowledges acceptance of funds in connection with this application acts as an acceptance of the authority of TDA and the State Auditor's Office (SAO) or any successor agency to conduct an investigation in connection with those funds, and Applicant further agrees to cooperate fully with TDA and/or SAO or its successor in the conduct of the audit or investigation, including allowing TDA and/or SAO to inspect Applicant's premises and providing all records requested;
(4) Acknowledges this application and any payments owed to Applicant in connection with this application may be reduced or denied because of Applicant's owing any debt to the State of Texas, and if Applicant is an individual, that this application and any payments owed to Applicant in connection with this application may be denied because of delinquency in payment of a guarantee student loan and for failure to pay child support; and

(5) By submission of this application, Applicant acknowledges as a condition of receipt of grant funds under this program the Applicant will be required to execute a grant agreement with the Texas Department of Agriculture, and further acknowledges that failure to timely execute the grant agreement will result in withdrawal of any grant funds awarded, and those funds will be redistributed to other qualified applicants in accordance with state law and TDA rules.

Applicant further certifies that:

(1) Applicant is a qualifying governmental agency or nonprofit private organization that is exempt from taxation under §501(a), Internal Revenue Code of 1986, as an organization described by §501(c)(3) of that code, which is a direct provider of home-delivered meals to homebound elderly persons or persons with disabilities in Texas.
(2) Applicant enforces nondiscrimination practices.
(3) Applicant has an accounting system or fiscal agent approved by the county where it provides meals and has a system to prevent the duplication of services to clients.

(4) Applicant has received a grant from the county in which the organization is delivering meals, in accordance with Title 4, Part 1, Subchapter O, Section 1.953 of the Texas Administrative Code.
(5) Applicant agrees to use funds received through the home-delivered meal grant program only to supplement or extend existing home-delivered meal services.
(6) Applicant authorizes TDA to review, verify and authenticate all information provided in this application.
(7) Applicant understands TDA may request further documentation supporting this application, including contacting other agencies, organizations, facilities or third parties to verify data provided by an Applicant from the records of such agencies, organizations, facilities or third parties.
(8) Applicant acknowledges, affirms, consents to, and understands that Applicant is solely responsible for calculating and verifying the information contained in Section C of the application, along with the information provided in Attachment A. Applicant acknowledges, affirms, consents to, and understands that if any inaccurate, incorrect, false, or misleading information is supplied in the application, including, without limitation, the information provided in Section C and Attachment A, Applicant may be required to refund or pay back a portion or all of the funds awarded pursuant to this Grant. Notice of Penalties: The penalty for knowingly making false statements or false entries, or attempts to secure money through fraudulent means, may include fines and/or incarceration and/or forfeiture of funds under applicable state law.

Authorized Official: *(Person listed in section B.2)*

SANDRA LOUVET
Printed name from Section B(2)

x Sandra Louvet
Signature

9/3/13
Date

State of Texas
County of HARRIS
SWORN TO AND SUBSCRIBED before me on the 3rd day of SEPTEMBER, 20 13.

Notary Public, State of Texas
Notary's printed name: TEASHER CROMWELL
Notary's commission expires: APRIL 12, 2017

TEASHER CROMWELL
Notary Public
STATE OF TEXAS
My Comm. Exp. April 12, 2017

Secondary Official:** ***(for nonprofits only)

REBECCA JOHNSTON, PRESIDENT
Printed name and title

x Rebecca
Signature

9/3/13
Date

State of Texas
County of HARRIS
SWORN TO AND SUBSCRIBED before me on the 3rd day of SEPTEMBER, 20 13.

Notary Public, State of Texas
Notary's printed name: TEASHER CROMWELL
Notary's commission expires: APRIL 12, 2017

TEASHER CROMWELL
Notary Public
STATE OF TEXAS
My Comm. Exp. April 12, 2017

NOTE A non-profit must have two individuals sign their application. **The Authorized Official cannot sign in both places. If the Authorized Official is the Chair of the Board, the Vice-Chair should sign as the secondary.**

Todd Staples, Commissioner

Texans Feeding Texans: Home-Delivered Meal Grant Program
Attachment A – Meal Number Documentation Worksheet

Applicant Organization: BAY AREA MEALS ON WHEELS, INC.

Applicant County: GALVESTON

Please indicate the number of home-delivered meals the organization delivered* during State FY 2013, September 1, 2012 – August 31, 2013, to eligible clients** in the County. The purpose of this page is to assist your organization in determining the total number of meals delivered by your organization. You may be asked to provide backup documentation to certify the numbers provided are accurate. Your organization may update categories as needed.

Month	Title III C-2 Meals *(AAA)*	Program Income Meals	Title XIX Meals *(DADS)*	Title XX Meals *(DADS)*	Evercare/ StarPlus Meals	Locally Funded Meals***	Other Meals****	TOTAL Home-Delivered Meals	Congregate Meals *(regardless of sources)* ●
Sep-12						111	270	381	
Oct-12						158	270	428	
Nov-12						198	270	468	
Dec-12						159	270	429	
Jan-13						198	270	468	
Feb-13						201	221	422	
Mar-13						184	221	405	
Apr-13						209	221	430	
May-13						222	221	443	
Jun-13						124	221	345	
Jul-13						213	221	434	
Aug-13						222	250	472	
TOTAL	0	0	0	0	0	2,199	2,926	**5,125**	0

*Delivered - See TDA's Texans Feeding Texans: Home-Delivered Meals website for a full definition.
**Eligible Clients - Homebound persons 60 years of age or older and/or disabled.
***Locally Funded Meals may include meals paid for by fund raising and other private sources, such as United Way.
**** List Other Meal sources on a separate page, if needed.
● Congregate meals are not eligible for consideration and should not be included in the total Home-Delivered Meals number. Applicants must separate home-delivered meals from congregate meals in order to avoid errors in grant calculations.

x [signature]
Signature of Organization Representative

9-3-13
Date

SANDRA LOUVET TREASURER
Printed Name and Title

Bay Area Meals on Wheels
Financial Report
Year End 2012

Beginning Balance - Current Assets				**$19,327.62**
Income				**$88,910.79**
Business	$6,067.36			
Church	$12,655.00			
Civic	$3,511.00			
Clients	$15,006.83			
Individuals	$5,646.00			
Individuals, Special	$2,644.00			
Interest, Checking Acct	$25.26			
Reserve (CD)	$10,000.00			
Grants	$33,355.34			
Total Income			$88,910.79	
Expenses				**($69,458.82)**
St. John Hospital	$66,519.65	**		
AON Insurance	$893.00			
Legal fees	$0.00			
Supplies	$352.47			
Xmas gifts	$229.37			
30th Anniversary	$1,464.33			
Total Expenses			$69,458.82	
Closing Balance - Current Assets				**$38,779.59**
Beginning Balance - Reserve Assets			$106,238.14	
Interest accumulated	$1,305.77			
Withdrawal to current assets	($10,000.00)			
Closing Balance - Reserve Assets			$97,543.91	**$97,543.91**
Total Assets				**$136,323.50**

Meals Served January thru December 2012

16,051	Hot Meals	
4,453	Lunches	
13,792	2% Milks	
2,254	Lac. Free Milks	
20,504	Total meals invoiced for 2012	$66,194.20 **

**Meals are paid for the previous month's delivery.

Lynn Bell Osina, CPA, PC

Certified Public Accountant

February 28, 2013

Sandie Louvet, Treasurer
Bay Area Meals On Wheels Inc
14045 Space Center Blvd
Houston, TX 77062-2366

Dear Ms Louvet,

I have inspected the financial records and Treasurer's report of the financial activities of the Bay Area Meals on Wheels as of December 31, 2012. The report is prepared on the cash basis of accounting and the receipts and disbursements inspected have been properly recorded and disclosed.

Please call if you have questions or need any additional information.

Sincerely,

Lynn Bell Osina, CPA, PC

16856 Royal Crest Drive
Houston TX 77058

281-333-9296
281-333-1176 Fax

E-Mail
lynn@lynnbellosinacpa.com

Bay Area Meals on Wheels
Monthly Financial Report
August, 2013

Beginning Balance - Current Assets			**$24,568.12**
Checking Account	$24,377.57		
Petty Cash	$190.55		
Total Beginning Balance		$24,568.12	
Income			**$17,093.64**
Business	$0.00		
Church	$200.00		
Civic	$0.00		
Clients	$1,789.91		
Individuals	$118.00		
Grants	$14,984.69		
Interest	$1.04		
Total Income		$17,093.64	
Expenses			**($6,043.39)**
St. John Hospital	$6,001.15		
Supplies	$42.24		
Total Expenses		$6,043.39	
Closing Balance - Current Assets			**$35,618.37**
Checking Account	$35,470.06		
Petty Cash	$148.31		
Total Closing Balance		$35,618.37	
Beginning Balance - Reserve Assets			
JSCFCU-Savings Acct	$5.00		
JSCFCU-CD 12 month 0.80% 4/19/14	$30,478.81		
JSCFCU-CD 24 month 1.10% 9/21/14	$31,175.71		
JSCFCU-CD 24 month 1.10% 2/08/15	$51,637.57		
Ending Balance - Reserve Assets		$113,297.09	
Total Assets			**$148,915.46**

July Meals/St. John Hospital

1480 Hot Meals
268 Lunches
1294 2% Milks
165 Lac. Free Milks
1,748 Total meals invoiced — $6,001.15

Contributors

CLCUMChurch
ATT-UWay-anonymous
Norman Farr
Phyllis Wagner

Harris County
HCPHES
Public Health & Environmental Services

Monday, May 20, 201
8:50:42 AM

ENVIRONMENTAL PUBLIC HEALTH DIVISION
FOOD ESTABLISHMENT INSPECTION FORM

Est. No.	Investigator	Mo.	Day	Yr.	Time	Permit Expires			Follow-up Required
17366	105	05	20	13	7:50 AM	03	18	14	☐ Yes ☑ No

Est. Name: St. John Hospital
Phys. Address: 18300 St. John Drive, Nassau Bay, TX 77058
Owner: Christus St. John
Telephone No.: (281) 532-2000

Food Establishment Category: ☐ Category (A) ☐ Category (B) ☐ Category (C) ☐ Category (D) ☐ Category (E) ☑ Non-Profit

Inspection Type
☑ (1) Routine
☐ (2) Follow-up
☐ (3) Permitting
☐ (6) Pre-opening
☐ (7) Other
☐ (8) SV Follow-up

Complaint: ☐ Yes ☐ Valid ☑ No
FB Illness Inv.: ☐ Yes ☑ No
Public Water Supply: Public
No Water Required:
Pvt.Well/TCEQ No.: 0
☐ Permit Approved
☐ Permit Disapproved

Citations Issued: 0
Sanitization: 300-Q PPM ☑ Temp ☐
Septic: ☐ Unfinished Space: ☐
Health Reporting: ☐ Agreement ☑ Sign
Red Tags Issued: 0
☐ Red Tag Removed

Lbs. Food Destroyed: 0
Grease Trap Manifest:
# of TM Present: 1 ☐ N/A
Cl2 Residual: N/A PPM
☐ Closure
☐ Closure Lifted

OUT - *out of compliance* IN - *in compliance* NA - *not applicable* NO - *not observed* COS - *corrected on site*

OUT 5 Pts	IN	NA	NO	COS	**Food Temperature/Time Requirements** Violations Require Immediate Corrective Action
☐	☐	☐	☑	☐	1 Proper Cooling for Cooked/Prepared Food
☐	☑	☐		☐	* 2. Cold Hold (41 degrees Fahrenheit/45 degrees Fahrenheit)
☐	☑	☐	☐	☐	* 3. Hot Hold (135 degrees Fahrenheit)
☐	☑	☐	☐	☐	* 4. Proper Cooking Temperatures
☐	☐	☐	☑	☐	5. Rapid Reheating (165 degrees Fahrenheit in 2 hrs)
OUT 4 Pts	**IN**	**NA**	**NO**	**COS**	**Personnel/Handling/Source Requirements** Violations Require Immediate Corrective Action
☐	☑			☐	6. Personnel with Infections Restricted/Excluded
☐	☑			☐	* 7. Proper/Adequate Handwashing
☐	☑			☐	* 8. Good Hygienic Practices (Eating/Drinking/Smoking/Other)
☑	☐			☐	* 9. Approved Source/Labeling
☑	☐			☑	10. Sound Condition
☐	☑	☐	☐	☐	* 11. Proper Handling of Ready-To-Eat Foods
☐	☑			☐	12. Cross-contamination of Raw/Cooked Foods/Other
☑	☐	☐	☐	☐	13. Approved Systems (HACCP Plans/Time as a Public Health Control)
☐	☑			☐	14. Water Supply - Approved Sources/Sufficient Capacity/Hot and Cold Under Pressure
OUT 3 Pts	**IN**	**NA**	**NO**	**COS**	**Facility and Equipment Requirements** Violations Require Immediate Correction, Not To Exceed 10 Days
☐	☑	☐		☐	15. Equipment Adequate to Maintain Product Temperature
☐	☑			☐	16. Handwash Facilities Adequate and Accessible
☐	☑			☐	17. Handwash Facilities with Soap and Towels
☐	☑			☐	18. No Evidence of Insect Contamination
☐	☑			☐	19. No Evidence of Rodents/Other Animals
☐	☑			☐	20 Toxic Items Properly Labeled/Stored/Used
☐	☑	☐	☐	☐	21. Manual/Mechanical Warewashing and Sanitizing
☐	☑			☐	22. Manager Demonstration of Knowledge/Certified Food Manager
☐	☑			☐	23. Approved Sewage/Wastewater Disposal System, Proper Disposal
☐	☑	☐		☐	24. Thermometers Provided/Accurate/Properly Calibrated (+- 2 degrees Fahrenheit)
☐	☑	☐		☐	* 25. Food Contact Surfaces of Equipment and Utensils Cleaned/Sanitized/Good Repair
☐	☑	☐		☐	26. Posting of Consumer Advisories (Disclosure/Reminder/Buffet Plate)
☐	☑	☐		☐	27. Food Establishment Permit
Subtotals	**Total Non-critical Violations:**				1 Violations require corrective action not to exceed 90 days or date of next inspection

* Associated with the 5 major risk factors identified by the CDC as contributing factors in foodborne illness outbreaks.

	5 Pts.	Investigator Signature	Hildebrand, Laura Investigator Print	05/20/2013 Date
12	4 Pts.	Robert L. Shelby	Robert L. Shelby	
	3 Pts.	Owner. If not present, Person in Charge Signature	Print	05/20/2013 Date
12	Total Demerits			

EPH Office: 101 S. Richey Suite G, Pasadena, Texas 77506 Phone: 713-274-6300 FAX: 713-274-6375

Harris County
HCPHES
Public Health & Environmental Services

Monday, May 20, 201
8:52:08 AM

Environmental Public Health Division
REMARK SHEET

Establishment Name: St. John Hospital

GPS Y: 29.54988 GPS X: -95.08557 GPS Unit: 8 Date: 05/20/2013

Based on an inspection conducted this day, the items documented below identify the violations in operations or facilities which must be corrected. As indicated on the Food Establishment Inspection Form, items 1-14 must be corrected immediately. Items 15-27 must be corrected within 10 days. These constitute critical violations. Non-critical violations must be corrected within 90 days or such shorter time as specified by the regulatory authority. Failure to comply with any time limits for corrections specified in this notice may result in the denial, suspension, or revocation of your Food Establishment Permit.

ITEM NO.								Correct by Date
	Food: milk	Temp: 39	Loc: wic	Food: milk	Temp: 40	Loc: ric		
	Food: cheese	Temp: 40	Loc: wic	Food: gravy	Temp: 140	Loc: hot hold		
	Food: eggs	Temp: 140	Loc: hot hold	Food:	Temp:	Loc:		
	Food: sausage	Temp: 139	Loc: hot hold	Food:	Temp:	Loc:		
	Food: soup	Temp: 180	Loc: cooking	Food:	Temp:	Loc:		
	Violations:							
9	Observed no labels on prepackaged self service items (salads, desserts). Provide source and ingredient labeling for the self serve packaged foods.							05/20/2013
10	Observed cans with dented seals and rims in storage room. Remove from operation as the contents may have been compromised.							
13	Observed no date marking on opened ready to eat cheese and milk in walk in cooler. Date mark cooked or opened ready to eat foods held over 24 hours.							05/20/2013
	Non-critical Violations:							
1	Observed no quaternary test strips. Provide test strips to monitor sanitizer strength.							05/20/2013

☐ The results of this inspection report were translated today to the person in charge of this food establishment by EPH representative

The language translated was _____

Investigator Signature

Hildebrand, Laura
Investigator Print

05/20/2013
Date

Robert L. Shelby
Owner. If not present, Person-in-Charge Signature

Robert L Shelby
Print

05/20/2013
Date

Food Establishment rules may be found at: http://www.dshs.state.tx.us/foodestablishments/rules.shtm

EPH Office: 101 S. Richey Suite G, Pasadena, Texas 77506 Phone: 713-274-6300 FAX: 713-274-6375

www.hcphes.org

Rev 7-13-10 White copy - Administrative Services; Yellow copy - Certified Manager/Person in Charge, Pink Copy - Compliance Services

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077550277
Nov. 25, 2011 LTR 4168C 0
76-0016453 000000 00
00032410
BODC: TE

BAY AREA MEALS ON WHEELS INC
14045 SPACE CENTER BLVD
HOUSTON TX 77062-2366

005291

Employer Identification Number: 76-0016453
Person to Contact: Ms Benjamin
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your May 13, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in August 1982.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

4077550277
Nov. 25, 2011 LTR 4168C 0
76-0016453 000000 00
00032411

BAY AREA MEALS ON WHEELS INC
14045 SPACE CENTER BLVD
HOUSTON TX 77062-2366

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Cindy Thomas

Cindy Thomas
Manager, EO Determinations

Bay Area Meals on Wheels Board of Directors – 2013

Rebecca Johnston	President
Cleopatra Nelson	Vice President
Annie Bowersox	Secretary
Sandie Louvet	Treasurer
Ruth Tully	Client Coordinator
Al Smith	Senior Coordinator
Dorothy Foust	Coordinator of Volunteers
Alberta Rohlfing	Ass't. Coordinator of Volunteers
Bill Cooke	Publicity
Amal Bhattacharya	Ass't. Senior Coordinator
Bruce Wood	Member At Large

AGENDA ITEM #21.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 9/24/2013	2. Contract Type: (Expense) Revenue Other		3. Renewal Contract: Yes (No)
4. Department Name: Information Technology		5. Department Contact: JJ Allen	
6. Description: SOW for Desktop & Laptop refresh install & imaging			
7. IFAS PEID No: 406388	8. IFAS Req No: CR309157	9. Orgkey: 1101159106	10. Object Code: 5310001
11. Vendor: Dell Marketing LP		12. Vendor Contract: CM13280	
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
Depart Supplies - Non Cap FFE	5310001	1.2 million	$836,946.54				
22. Totals:		-	836,947	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 09/03/13	Auto Renewal Contract: Yes (No)	Bid No: B131034
Contract End Date: 04/03/14	Contract # Issued By Purchasing: CM13280	

Per SOW 60 Day Rollout

Approved By:	Signature	Date
Department Head:		
Purchasing Agent:		9-24-2013
County Legal:		09/24/2013

Contract listed in Budget Documentation: YES NO

County Budget Office:

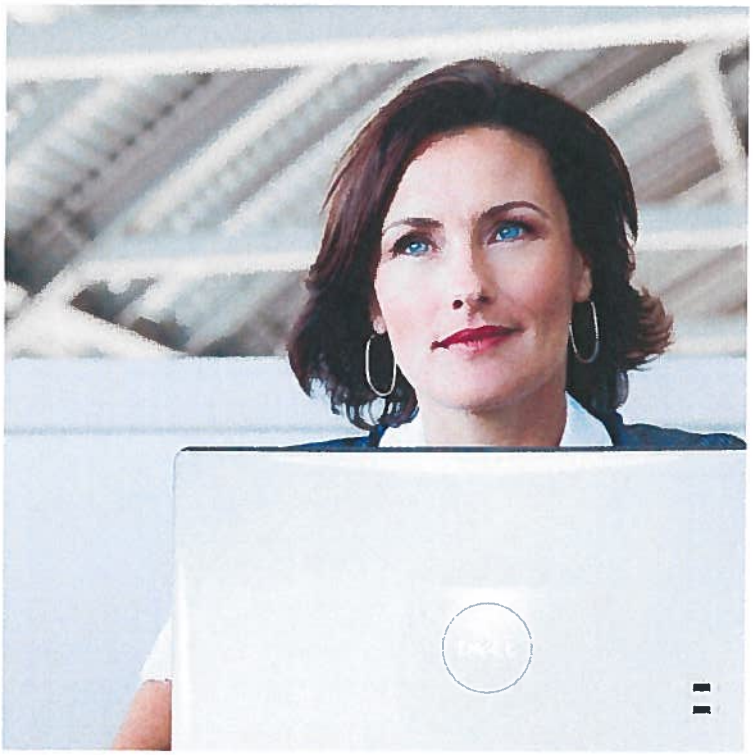
Budget Available and Funds are/will be Available: YES NO

County County Auditor: 9/24/2013

Deployment Services

Dell Marketing L.P.

Galveston County



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1 Scope of Services

This Statement of Work ("SOW") describes the managed deployment services to be provided by Dell Marketing L.P. ("Dell") to Galveston County ("Customer"). This SOW will be governed by the Customer Master Services Agreement located at web address <<http://www.dell.com/downloads/global/services/Cust_Mstr_Srvc_Agmt.pdf>>, or the applicable service agreement signed by Dell and Customer (the "Agreement"). The term of this SOW shall begin on the date as negotiated between the Dell Program Manager and the customer during the kick off call, with a maximum term of 8 weeks following the negotiated SOW start date.

- **Project is expected to occur at 21 locations in the continental US.**
- **The duration of the project is expected to be 60 days.**
- **Estimated Quantity of units 960.**
- **Service Hours are: Business Hours Monday through Friday (excluding nationally-observed holidays), based on a forty (40) hour week ("Service Hours").**

Dell is providing the following Services under this SOW:

Option 1:
Warehouse and Redelivery
Attended Imaging via CD/DVD or attached local media such as USB key or optical drive

Option 2:
Warehouse and Redelivery
Attended Imaging via CD/DVD or attached local media such as USB key or optical drive
Basic Installation Service Client System CPU and Monitor
De-Installation of Legacy System (CPU and Monitor)

Option 3 (Laptops):
Warehouse and Redelivery
Attended Imaging via CD/DVD or attached local media such as USB key or optical drive
Asset Tagging
BIOS Configuration

Option 4 (Desktops):
Warehouse and Redelivery
Attended Imaging via CD/DVD or attached local media such as USB key or optical drive
Basic Installation Service Client System CPU and Monitor
De-Installation of Legacy System (CPU and Monitor)
Asset Tagging
BIOS Configuration

Dell will provide Services for Customer sites identified in Appendix B (each, a "Customer Site").

Service Hours are Business Hours Monday through Friday (excluding nationally-observed holidays), based on a forty (40) hour week ("Service Hours") described in Definitions, Appendix C.

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2 Program Management

Dell's program management office will manage and implement the Services described herein. Dell and Customer will each assign a program manager who will coordinate the activities to be performed under this SOW ("Program Manager"). The Program Manager for each party will serve as the point-of-contact for all communications, escalation of issues, and any modification to the scope, requirements, or responsibilities under this SOW.

2.1 Dell Program Management Responsibilities

Dell and/or its Program Manager will perform the following activities:

- Serve as central point of contact for all service delivery issues.
- Manage Dell tasks, resources associated with the Services, and coordinate activities with Customer.
- Conduct meetings to communicate roles, responsibilities, review assumptions, and schedule activities.
- Use standard industry recognized project management tools and methodologies.
- Employ a reporting mechanism to identify project tasks, next steps, and issues.
- Implement changes associated with the Services in compliance with the Change Management Process described in this SOW.

2.2 Customer Program Management Responsibilities

Customer and/or its Program Manager will perform the following activities:

- Provide reasonable assistance, cooperation, timely decisions and support in connection with the provision of the Services by Dell.
- Coordinate the scheduling of all Customer designated resources required for the Services.
- Obtain all consents, approvals, and licenses required by Customer's suppliers, licensors, and lessors necessary to support or permit the provision of Services under this SOW.
- Assign a site coordinator for each Customer site where Services will be provided.

3 Requested Services

3.1 Pre-Deployment Activities

Dell and Customer will complete the activities listed below before managed deployment Services begin. These activities will validate the assumptions, requirements, procedures, and responsibilities set forth in this SOW. In the event any assumption, requirement, procedure, or responsibility is found to be incorrect, the pricing and/or scope of Services will be modified using the Change Management Process to reflect the actual operating environment.

3.1.1 Site Survey and End-User Profiles

Customer will complete a site survey for each Customer Site. The site survey is used to collect information needed for the deployment. Customer will complete end-user profile surveys, if applicable.

3.1.2 Pilot Test

Dell will conduct a pilot test to validate the assumptions and test the deployment procedures prior to the first scheduled deployment. The pilot will consist of a typical set of Services for a limited number of systems and validate the following requirements: information flow, procedures for each deployment activity, system environment, timings, and assumptions.

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Dell and Customer will mutually agree on written installation instructions prior to the date the pilot is scheduled to be performed. The installation instructions and configuration of automated migration tools, such as Dell Data Direct or Dell Automated Deployment, must be finalized before Dell will commit resources to perform the pilot. Upon completion of the pilot, Dell and Customer will review the results and identify any necessary modifications to the Services and/or prices.

3.2 Schedules

Dell and Customer will mutually agree in writing to a deployment schedule by Customer Site and Schedule Group (collectively, the "Deployment Schedule"). The Deployment Schedule will be distributed by Customer to end-users identified in each Schedule Group prior to the scheduled installation of their Client Systems. Customer will promptly notify Dell of any conflicts in order to lock the schedule prior to the scheduled installation date. Any modifications or cancellations occurring prior to the scheduled installation date may be subject to additional fees.

3.3 On-Site - Installation Services

3.3.1 Basic Installation Service – Client System (CPU and Monitor)

- Unpacking new Client System from shipping boxes and inspecting components for any damage
- Verifying service tag for each new Client System against packing slip
- Notifying Customer help desk of any discrepancy or damage regarding the shipment of Customer equipment
- Move new equipment from central location to the end user desk side
- Organize Client System components and peripherals (e.g., keyboards, power supplies, mice, and software) for deployment
- Plugging Customer-provided, certified network patch cables into new Client System
- Plugging all power cords into electrical sources
- Plugging network patch cables into existing certified network jacks
- Booting the new Client System and verifying network connection for Customer's network connected devices
- Logging on to the new Client System using Customer-provided user ID and password
- Configure IP Address
- Mapping up to two (2) network printers to each new Client System
- Reconnect and setup up to two (2) existing external peripherals to Client System. When required, Customer will load the drivers supplied by Customer and will print a test page or conduct an agreed upon simple test for functionality
- Connect Customer-provided peripheral cable to the new Client System (excludes configuration)
- Complete validation & function test as agreed to by both parties
- Contacting the Customer help desk if a problem is encountered with any component provided by Customer for the new Client System
- On site disposal of deployment related trash to in the immediate installation premises and properly clean the installation area

3.3.2 De-installation of Legacy System (CPU and Monitor)

- Disconnect the hardware components, network cable, and power cord for the Legacy System.
- Placing Legacy System components in boxes using packaging materials from the new Client System or other materials supplied by Customer
- Moving the Legacy System to an on-site storage area designated by Customer in the deployment building

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- Moving all boxes, packaging materials and debris to a disposal area within the building where the deployment services are provided
- Properly cleaning the installation area so it is returned to its original condition
- Coordinating the pickup of Legacy Systems by Customer's Asset Recovery Services if applicable

3.4 On-Site Services – Imaging

3.4.1 Attended Imaging via CD/DVD or attached local media such as USB key, Optical Drive

- Image client system via Customer-provided media in conjunction with additional on-site services
- Conduct basic functionality test to ensure image load success.
- Customer will supply enough media copies of image to ensure constant workflow.
- If the application software does not load to completion (or does not function properly in the Customer's environment), the Customer will contact the proper help resources for that application to complete the installation.
- PFI is not responsible for any issues arising from the functionality of the Customer's software in the Customer's environment.

3.4.2 Warehouse and Redeliver New Equipment

- Provide warehouse local facility for receiving and storing systems in same State as Customer
- Pricing will be based on a 30 day billing cycle on a per system basis.
- Confirm delivery locations, contacts, and schedule with customer Project Coordinator
- Sign out of equipment to be delivered
- Deliver equipment to correct location – deliver inside to storage location, or desk side as applicable
- Secure acceptance documentation
- Accept/cover risk of loss for systems while in Service PFI's possession
- Equipment will be delivered to central area at each building for installation
- Install services will be performed in conjunction with delivery services

Assumptions:

- Additional charges apply per unit for any portion of 30 days and for each 30 days.
- Logistics reporting will be on a piece count basis.
- Boxes will be clearly labeled with appropriate customer delivery address.
- Order consolidation is not part of this service.

3.4.3 Asset Tagging

3.4.4 BIOS Configuration

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4 Customer Responsibilities

Customer will be responsible for the activities listed below:

- Provide access to Customer Site(s), including any necessary keys or badges. Advise Dell prior to locking schedule of any unique site entry requirements.
- Provide Dell with the physical location of each end-user desk where the services are to be performed as well as location of printers to be mapped per system, if applicable
- Prepare Customer Sites and end-user locations to receive Services (e.g., installing cables, network jacks, and power outlets and ensuring connectivity)
- Procure all hardware components and software licenses in advance of deployment activities to meet the Deployment Schedule
- Receive hardware at Customer's receiving dock
- Provide safe and adequate parking facilities
- Provide a safe working environment, reasonable office accommodations, and adequate work space within reasonable proximity to where Services are to be performed
- Provide carts for transporting hardware within deployment site
- Ensure Customer's Site coordinator is on-site and available at the deployment site.
- Provide Dell with access to and use of information, data, Customer facilities, equipment, and internal resources as reasonably necessary to deliver the Services
- Ensure all systems and related equipment are easily accessible by Dell without the need to move furniture, and provide keys to any cable locks as needed to remove or secure systems during de-installation and/or installation and disable any BIOS passwords currently configured on Legacy Systems prior to a service call for installation
- Ensure all end-users backup data prior to Dell arriving onsite to perform Services
- Provide all logon IDs, passwords, domain specifications, and personal settings necessary to perform the Services for each end-user prior to scheduled deployment
- In the event Dell encounters problems loading Customer-provided software, Customer will contact the proper help resources for that application to complete the installation
- Provide Dell with local administration rights necessary to perform the Services and ensure the domain login is enabled
- Provide Dell with a complete list of all approved peripherals to be installed on the new Client System, and supply all applicable drivers at the Customer Site
- Provide adequate storage area for de-installed Legacy Systems and a common area for debris at each Customer Site (to be located within the building where the deployment occurs)
- Perform quality assurance after login is complete, including access to Active Directory profile to allow end users to access specific software applications and load personalities
- Provide post-installation support and troubleshooting assistance as needed to address software application performance, software application and operating system conflicts, software application version issues or co-existence issues

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5 Pricing

5.1 Managed Deployment Pricing

The per unit price for the Services to be performed by Dell, and applicable cancellation, and rescheduling fees for the Services are listed below:

Blended Pricing Table (see "Pricing Structure" in Definitions)

Galveston County Blended Services – OPTION 1

Blended Services	Estimated Quantity	Price(USD)
Warehouse and Redelivery **Attended Imaging via CD/DVD or attached local media such as USB key or optical drive**	180	$28.38

Galveston County Blended Services – OPTION 2

Blended Services	Estimated Quantity	Price(USD)
Warehouse and Redelivery **Attended Imaging via CD/DVD or attached local media such as USB key or optical drive** **Basic Installation Service Client System CPU and Monitor** **De-Installation of Legacy System (CPU and Monitor)**	782	$50.68

Galveston County Blended Services – OPTION 3 (Laptops)

Blended Services	Estimated Quantity	Price(USD)
Warehouse and Redelivery **Attended Imaging via CD/DVD or attached local media such as USB key or optical drive** **Asset Tagging** **BIOS Configuration**	180	$32.97

Galveston County Blended Services – OPTION 4 (Desktops)

Blended Services	Estimated Quantity	Price(USD)
Warehouse and Redelivery **Attended Imaging via CD/DVD or attached local media such as USB key or optical drive** **Basic Installation Service Client System CPU and Monitor** **De-Installation of Legacy System (CPU and Monitor)** **Asset Tagging** **BIOS Configuration**	782	$55.51

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Time & Materials Pricing

As Needed Services	Estimated Quantity	Price(USD)
Time & Materials Rates - (During Service Hours - Per Hour)	N/A	$53.50
Time & Materials Rates - (Outside Service Hours - Per Hour)	N/A	$61.00
Program Management Office (Extension Fee for Services Beyond Term - Per Week)	N/A	$3,325.00

5.1.1 Pricing Notes

1. Rates will be invoiced and will be paid by Customer for the following:
    a. Customer delays exceeding fifteen (15) minutes beyond the scheduled time for the Services to be performed; such charges will be invoiced in thirty (30) minute increments.
    b. Services requested when the technician is not currently onsite are charged based on a 2-hour minimum per incident.
    c. Out-of-scope services (see Out of Scope section herein).
    d. Services performed outside the defined Service Hours.
    e. Services designated as Time & Materials.
2. Program duration is 8 weeks. Should the program extend beyond 3 weeks, Customer will be invoiced in accordance with the program extension weekly rate.
3. Cancellation or Rescheduling of any scheduled deployment after the schedule has been locked may be subject to additional fees plus any actual and reasonable travel expenses incurred. See Definitions "Cancellation" and "Reschedule" for fee schedule.
4. Prices and/or scope of services will be adjusted by Dell to reflect the actual operating environment if the assumptions are found to be incorrect or there is a material failure of Customer to perform its responsibilities as set forth in this SOW.
5. Prices exclude costs for procurement of any hardware or software.
6. Price excludes travel incurred due to schedules that cause excessive travel between customer sites. See Scheduling Assumptions
7. Price includes travel expenses within fifty (50) miles of a major metropolitan area as defined by Dell (See embedded list of Dell-defined major metropolitan areas; copy available upon request).

    Adobe Acrobat Document

8. The terms offered by Dell under this SOW (including but limited to the pricing) shall be valid for thirty (30) days following initial delivery of this SOW to Customer. In the event this SOW is executed by Customer after such thirty (30) day period, Dell may in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject such SOW and may provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
9. Payment for any hardware ordered from Dell is due in accordance with Dell's standard terms for such purposes (unless the parties have entered into a separate agreement regarding acquisition of the hardware, in which case payment for the hardware would be due in accordance with such separate agreement) and shall in no case be contingent upon performance or delivery of the services and/or installation described in this Statement of Work.

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6 Assumptions

Pricing is based on the following assumptions that were used to develop the Services to be provided under this SOW ("Assumptions")

6.1 Scope Assumptions

a) Minimum quantity of 782 new systems to receive Services under the SOW.
b) Material deviations in excess of plus or minus five percent (+/-5%) of the quantities or locations to receive Services will be considered out of scope and subject to the Change Management Process. Changes to the price and/or solution will only be required to the extent that such deviation impacts Dell's ability to perform the Services as originally priced.
c) Changes to the mutually agreed schedule for performance of Services or modifications to the Services will only be in accordance with the Change Management Process.

6.2 Deployment Density Allocation Assumptions

Galveston County Density Bands

Density Band	Quantity
1 system/visit	0
2 to 5 systems/visit	0
6 to 9 systems/visit	0
10 to 35 systems/visit	0
36 to 99 systems/visit	782
100+ systems/visit	0

6.3 Timing Assumptions

All Service Groups

Service Description	Total Units	Time Assumption (minutes)
On-Site - Installation Services		
Warehouse and Redelivery	962	N/A
Attended Imaging via CD/DVD or attached local media such as USB key or optical drive	962	25
Basic Installation Service Client System CPU and Monitor	782	45
De-Installation of Legacy System (CPU and Monitor)	782	15
Asset Tagging	962	5
BIOS Configuration	962	20

6.4 Scheduling Assumptions

a) Schedules will maximize the quantity of Services at each Customer site which are in reasonable proximity within the same building and minimize the number of return visits to each Customer site.
b) Schedule Groups will be formed to allow a consistent daily volume of Services at a Customer site.
c) Services will be scheduled to take place over consecutive days at a Customer site to ensure maximum efficiency of resources.
d) Customer will meet the following scheduling milestones:

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Scheduling Milestones	Business Days	
Pilot Test Performed	15	Following Effective Date of the SOW or as mutually agreed
Installation Instructions finalized	15	Prior to the date of the first scheduled deployment
Site Surveys complete	15	Prior to scheduled deployment
Site ready to receive Services	10	Prior to scheduled deployment
Schedule Groups finalized, Schedule Locked	15	Prior to scheduled deployment
End-user profiles completed	10	Prior to scheduled deployment
All logon IDs, passwords, domain specifications and personal settings for each end-user	5	Prior to scheduled deployment

6.5 IT Environment & Technical Assumptions

a) Desktop/laptop Operating System is Microsoft Windows 98, 2000, XP, Vista, or Windows 7.
b) Standard Ethernet 100MB T base switched subnets, and 5-10 MB/sec throughput at the desktop is available for login, data transfer, application loads, and imaging.
c) Customer provides a single point of contact for resolution of any technical issues which may arise with regard to the network, devices, and any software application.
d) Network infrastructure is stable and consistent across all Customer sites.
e) Standard implementation of dynamic host configuration protocol (DHCP) addresses is utilized.
f) Dell is not responsible for application malfunctions or conflicts between customer applications.
g) Customer ensures all software applications are certified, operational, and compatible with the new Client System configuration and operating systems
h) Customer provides a list of provisioning codes for iAMT (Intel® Active Management Technology) with appropriate Client System asset tag/service tag if applicable
i) If required, customer provides all VPN hardware and/or software required for joining machines to Customer's domain including, but not limited to, two (2) Ethernet interfaces (DHCP and class C addresses required.

6.6 General Assumptions

a) Dell will dispose of deployment related trash to onsite Customer-provided disposal area within same building at Customer Site, unless stated otherwise in this SOW
b) Customer does not require US Secret/Top Secret/SCI Security Clearance.
c) Systems weighing more than 50 pounds require an additional resource to assist with handling the system, which may require additional charges.
d) Customer is advised and agrees that modifications Customer makes, or changes Dell, its subcontractors or any third party makes on Customer's behalf to an Energy Star compliant product may affect whether the product continues to qualify as Energy Star compliant.

6.7 Out Of Scope Services

Pricing excludes any services not specified in this SOW, including but not limited to the following:
a) Procurement, shipping, or warehousing of hardware, software, or other equipment required for the Services unless otherwise stated in the SOW.
b) Packaging software applications for installation.
c) Providing end user orientation, training, or support.

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d) Transporting equipment between buildings or between Customer sites, or moving equipment between floors without the use of elevators.
e) Packing, shipping, or disposing of legacy systems unless otherwise stated in the SOW.
f) Removing viruses (Dell will promptly notify Customer Site Coordinator upon discovery of virus).
g) Disaster recovery, including but not limited to: re-imaging, reloading software applications or recovering backup data.
h) Warranty services or remedial hardware maintenance or software maintenance.
i) Warranty services for third party products which are not provided by Dell.
j) PDA connection

7 Change Management Process

The Change Management Process will be used when Dell or Customer determines that a change is necessary to refine a process, procedure, or specific responsibility identified in this SOW. The party proposing the change will document the request using the Change Order Request Form and Change Management Process provided in Appendix A

8 NDS Equipment

A non-deployable system is a Dell-branded system that has failed or is non-functioning at time of install ("NDS"). In the event any equipment covered by this SOW is deemed to be a NDS at the time of installation, Dell will repair or replace the Dell-branded equipment if it is under warranty, (b) for non-Dell-branded equipment purchased from Dell, Dell will assist Customer in facilitating the repair or replacement of the equipment under the terms of the existing warranty, or (c) for third party equipment not purchased from Dell or for products that are no longer under warranty, Dell will notify Customer.

9 General

Dell shall not be responsible for a failure to provide Services to the extent caused by: (1) any omissions, oversights, errors, or failures by Customer to perform its responsibilities under this SOW or the Agreement; (2) problems caused by Customer software or data; (3) a defect or deficiency with respect to Customer's network, systems, or other equipment; (4) failures of hardware not maintained by Dell; or (5) modifications to hardware made by a party other Dell or its representatives. Dell shall notify Customer and use commercially reasonable efforts to perform notwithstanding the occurrence of one or more of the foregoing events (with Customer reimbursing Dell for its reasonable out of pocket expenses for such efforts and only to the extent attributable to the items defined above

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IN WITNESS WHEREOF, Dell and Customer have caused this SOW to be signed and delivered by their duly authorized representatives as of the date of last signature below (the "Effective Date").

Galveston County	**Dell Marketing L.P.**
By:_____	By:_____
Printed Name: _____	Printed Name: _____ Matthew Varela
Title:_____	Title:_____
Date:_____	Date:_____ Digitally signed by Matthew Varela DN: cn=Matthew Varela, o=Managed Deployment, ou=Dell Services, email=matthew_varela@dell.com, c=US Date: 2013.09.24 16:06:31 -05'00'

Customer signed SOW must be received by Dell before any work can be started.

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Appendix A — Change Request Form

GENERAL INFORMATION			
RFC Number:	[Format TBD]	Revision Number:	
Create Date:		Revision Date:	
RFC Title:			
SOW/Contract Title			
Customer or Vendor Name:	Name:	Email:	Phone:
Change Initiator: *(prepared by)*	Name:	Email:	Phone:

SCOPE OF CHANGE			
Reason for Change:	*(Include description of existing state)*		
Description of Desired Change:			
Effect of Change:	*(Include description of impact if implemented and if NOT implemented)*		
	In the fields below, identify impact to Budget, Schedule, Quality, Quantity, Resources, and Cost ; insert n/a if not applicable		
	Budget:	Schedule:	Quality:
	Quantity:	Resources:	Cost:
		Cost to be paid by:	

SIGNATURE			
Signatures below imply acceptance of the change detailed above.			
For Dell Marketing, L.P.		For <INSERT CUSTOMER/VENDOR NAME>	
Signature		Signature:	
Printed Name:		Printed Name	
Title:		Title:	
Date:		Date:	

The terms and conditions of the Master Services Agreement between the signed parties above apply to this RFC. In the event of a conflict or inconsistency between the provisions of this RFC and the provisions of the Master Services Agreement, the provisions of this RFC will take precedence. Unless specified otherwise in the Reason for Change section, this RFC shall take effect on the latest signature date

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Change Management Process:
The party proposing the change will document the request using the Change Order Request Form. The receiving party will review the proposed Change Order Request and determine whether the change is acceptable or requires modifications.

Both parties will, in good faith, mutually review the proposed Change Order Request and will (i) approve it, (ii) agree to further investigation, or (iii) reject it ("Change Management Process").

When the parties agree to the change, they will sign the Change Request, which upon signing by both parties will constitute authorization to implement the change. Both parties agree that such approval shall not be unreasonably withheld and will execute the Change Order Request, unless able to provide the other party with written data that disproves the identified variation.

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Appendix B Customer Sites

The Services will be provided for the following Customer locations during the term of this SOW. Additional Customer locations may be included as mutually agreed using the Change Management process.

Customer Site	Address	City	State	Zip	Qty
Galveston County	21 locations within Galveston County TBD	TBD	TX		782

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Appendix C — Definitions

Average Installation Time

The Average Installation Time is calculated based on the aggregate quantity of new Client Systems installed per Customer per quarter. Installation times, including quantities of peripherals, will be evaluated on a monthly basis by the Dell PMO.

Cancellation

Site Cancellation: A site cancellation occurs when Customer cancels the Services for the site after the schedule has been locked and Customer either does not set a new date or the new date is scheduled beyond thirty (30) days of the original locked deployment schedule (see "Reschedule").

- **Site Cancellation Fee Scenarios**:
  - For cancellations with six (6) or more business days notice, and where the site has ten (10) or more users, Customer will be assessed an administrative fee equal to ten (10) percent of the scheduled deployment price for the site.
  - For cancellations with five (5) or less business days notice, or where the site has less than ten (10) users, Customer will be assessed the full price for the scheduled deployment at the time the schedule was originally locked.

User Cancellation: A user cancellation occurs when Customer cancels the Services for the user after the schedule has been locked and Customer either does not set a new date or the new date is scheduled beyond thirty (30) days of the original locked deployment schedule.

- **User Cancellation Fee Scenario:**
  - Customer will be assessed the full price of the scheduled deployment for each user within the contiguous delivery of Services.
  - Any new scheduled date for a user that is outside the contiguous delivery of Services will be in accordance with the Change Management Process.

Change Order Request

A written request by either party requesting change to the set of services or deadlines provided under this SOW. All Change Orders must be executed by both parties in accordance with the Change Management Process described in this SOW.

Client Systems

Desktop: CPU and Monitor
Laptop, which may include a Docking Station

Commercially Reasonable Efforts

The amount of effort or the extent of activity that a reasonable business person would take to achieve a result under the applicable circumstances.

Legacy System

The computer systems installed at Customer's site which is to be upgraded or de-installed, removed and replaced with a Dell computer system during a site installation event. Server or workstation class computer systems and external peripherals are not Legacy Systems.

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Pricing Structure

Blended Pricing is based on the estimated units to be deployed per site per visit provided by Customer prior to the deployment. Variances in the estimated units to be deployed in excess of (+/-) five (5) percent of the actual units deployed per site per visit will be subject to Tiered Pricing.

Tiered Pricing is based on actual units deployed per site per visit.

Reschedule

Site Reschedule: A site reschedule occurs when Customer reschedules the Services to be performed within thirty (30) days of the original locked deployment schedule (see "Cancellation").

- **Site Reschedule Fee Scenarios**
  - For reschedules with six (6) or more business days notice, and where the site has ten (10) or more users, Customer will be assessed an administrative fee equal to ten (10) percent of the scheduled deployment price for the site.
  - For reschedules with five (5) or less business days notice, or where the site has less than ten (10) users, Customer will be assessed the full price for the scheduled deployment at the time the schedule was originally locked.

User Reschedule: A user reschedule occurs when Customer reschedules the Services to be performed within thirty (30) days of the original locked deployment schedule.

- **User Reschedule Fee Scenarios:**
  - Providing Dell can perform Service within the contiguous delivery of Services, Customer will be assessed the full amount of the scheduled deployment for each user.
  - Users rescheduled outside the contiguous delivery of Services will be in accordance with the Change Management Process.

Schedule Group

A group of deployment events that are scheduled to occur on a specific date at a specific time at a specific location.

Service Hours

Customer and Dell will agree upon the hours that Services are to be performed ("Service Hours"). Typical Service Hours options are:

- Business Hours – Monday through Friday, 8:00 a.m. to 5:00 p.m. local time based on a forty (40) hour week (excluding the following nationally-observed holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas).
- Outside Business Hours (Monday – Friday)
- Weekends and nationally-observed Holidays.

Services

The complete set of services to be performed by Dell described in this Statement of Work "SOW"

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Export Compliance. Customer acknowledges that the Services sold under this Agreement, and the transaction contemplated by this Agreement, which may include technology and software, are subject to the customs and export control laws and regulations of the United States and may also be subject to the customs and export laws and regulations of the country in which the Services are rendered and/or received. Customer agrees to abide by those laws and regulations. Customer further warrants that any software provided by Customer and used as part of the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. If Customer cannot make the preceding representation, Customer agrees to provide Dell with all of the information needed for Dell to obtain export licenses from the United States government and to provide Dell with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. Dell may also require export certifications from Customer for Customer provided software. Dell's acceptance of any order for Services is contingent upon the issuance of any applicable export license required by the United States Government; Dell is not liable for delays or failure to deliver a product resulting from Customer's failure to obtain such license or to provide such certification

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THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

August 27, 2013

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

Re: RFP #B131034, Desktop Computers and Laptops

Gentlemen,

On August 6, 2013, proposals were opened for RFP #B131034, Desktop Computers and Laptops, at which time six (6) proposals were received from the following companies:

• Dell Marketing, LP	Round Rock, Texas
• Netsync Network Solutions	Houston, Texas
• Solutions4SURE.com, Inc. dba Tech Depot	Trumbull, Connecticut
• PC Specialists, dba TIG	San Diego, California
• CDW Government LLC	Vernon Hills, Illinois
• GovConnection, Inc.	Rockville, Maryland

The Evaluation Committee recommends that authorization be granted to award a contract for the products and services to Dell Marketing, LP.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

Attachments

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

Rufus G. Crowder, CPPO, CPPB
Galveston County Purchasing Agent
722 Moody Avenue
Galveston, TX 77550

August 20, 2013

RE: RFP B131034 – Desktop Computers and Laptops

Due to the urgent nature of refreshing our desktop and laptop computers in order to meet upcoming deadlines for state mandated eFiling for Courts and other pending requirements, I recommend proceeding with the bid from Dell for 780 desktops and 180 laptops. Furthermore, I am pleased to announce that this decision was unanimously reached by all Desktop Computers and Laptops Bid Evaluation Committee members. Please note that some members were nonvoting participants serving as subject matter experts.

COMPANY	Qualification	Approach	Pricing	Equipment	Total
Dell	22	24	24	25	23.75
Netsync	22	22	22	22	22
Tech Depot	20	20	19	22	20.25
TIG	20	17	17	22	19
CDW	21	15	18	20	18.5
GovConnection	18	15	0	22	13.75

From my best estimation on evaluating the pricing models provided, the chart below reflects that Dell is $8,622.00 cheaper than Netsync and $94,050.00 cheaper than TIG. While other pricing was included, the pricing was either too vague to include, or for specifications that differed from those required. Dell further solidified their savings to the County by providing a quote specifically below their DIR pricing.

Item	Quantity	Dell	Netsync	TIG
Desktops	780	$ 560,765.40	$ 618,774.00	$ 644,952.00
Laptops	180	$ 194,664.60	$ 168,678.00	$ 190,228.00
Total Hardware	960	$ 755,430.00	$ 787,452.00	$ 835,180.00
Installation	780	$ 42,900.00	$ 19,500.00	$ 57,200.00
Grand Total		$ 798,330.00	$ 806,952.00	$ 892,380.00

While we are always conscientious of ensuring cost savings, minimal deviations from the pricing above would not sway my recommendation as the Dell bid demonstrated the highest level of proficiency in implementing the desktops, and the Dell systems are a best fit for our current infrastructure, both fundamental factors in a prudent evaluation of technology projects. Therefore, I join the rest of the evaluation committee and recommend selecting the Dell bid.

Very Respectfully,

Ryan Ellis, Deputy Chief of Staff
Office of the County Judge

JJ Allen, IT Administrative Coordinator

James Gentile, Dir. of Housing & Economics

Darrell Holmes, IT Communications

Dick Dickinson, Office of the County Clerk

Richard Johnson, IT Desktop Supervisor

Daniel Betancourt, Office of the District Clerk

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

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 20, 2013

Rufus G. Crowder, CPPO, CPPB
Galveston County Purchasing Agent
722 Moody Avenue
Galveston, TX 77550

RE: RFP B131034 – Desktop Computers and Laptops – BAFO UPDATE

Following the selection of Dell as the vendor for B131034, the evaluation committee negotiated with the vendor for a Best and Final Offer, with JJ Allen representing the committee.

This negotiation led to the additional savings of $13,829.60. An updated table is reflected below.

Item	Quantity	Dell - BAFO	Dell (Original Bid)	Netsync	TTG
Desktops	780	$ 550,305.40	$ 560,765.40	$ 618,774.00	$ 644,952.00
Laptops	180	$ 194,664.60	$ 194,664.60	$ 168,678.00	$ 190,228.00
Total Hardware	960	$ 744,970.00	$ 755,430.00	$ 787,452.00	$ 835,180.00
Installation	780	$ 39,530.40	$ 42,900.00	$ 19,500.00	$ 57,200.00
Grand Total		**$ 784,500.40**	**$ 798,330.00**	**$ 806,952.00**	**$ 892,380.00**

Very Respectfully,

Ryan Ellis, Deputy Chief of Staff
Office of the County Judge

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

Desktop Computers and Laptops

RFP #B131034

Best and Final Offer

Cover Letter

August 21, 2013

Rufus Crowder, Purchasing Agent, CPPO, CPPB
Galveston County Purchasing Department
722 Moody, 5th Floor
Galveston Texas 77550

Dear Mr. Crowder

Please accept this as Dell's Best and Final Offer in response to Dell's original submission dated August 4, 2013, for RFP #B131034.

This document provides our revised pricing for our proposed hardware solution, as well as revised services pricing.

We look forward to working with you to make this relationship a success. Should you have any questions, please feel free to contact your dedicated Account Executive Joy Daly on (512) 535-8345 or online at Joy_Daly@Dell.com.

Dell's receipt of an Award or Purchase Order for Desktop Computers and Laptops from Galveston County and subsequent performance in relation to this response shall be governed by and understood to indicate Galveston County's acceptance of the State of Texas (DIR), CC# DIR SDD-1951. Any terms in Desktop Computers and Laptops or on a resulting Purchase Order from Galveston County to Dell shall not be applicable.

Sincerely,

Stan Parish
Senior Proposals Manager, Team Lead

Proposed Solution / Pricing

Hardware only:

Product Description	Quantity	Unit Price	Extended Price
OptiPlex 3010 with Next Business Day Warranty	780	$711.93	$555,305.40
Latitude E6530 with Next Business Day Warranty	180	$1,081.47	$194,664.60
Alternate Notebook Solutions			
Latitude E5530, 8GB memory, no Smart Card	180	$959.90	$172,782.00
Latitude E5530, 4GB memory, no Smart Card	180	$936.02	$168,483.60

Optional Installation & On-site Imaging

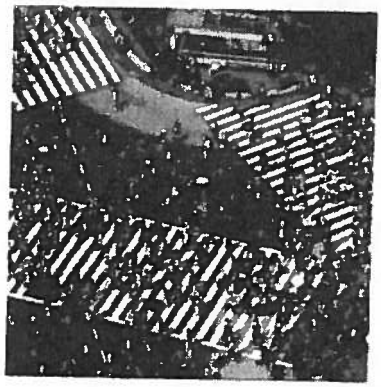
Option 1: $28.38 per unit

- Warehouse and Redelivery
- Attended Imaging via CD/DVD or attached local media such as USB key or optical drive

Option 2: $50.68 per unit

- Warehouse and Redelivery
- Attended Imaging via CD/DVD or attached local media such as USB key or optical drive
- Basic Installation Service Client System CPU and Monitor
- De-Installation of Legacy System (CPU and Monitor)

Desktop Computers and Laptops



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Vendor Application Form and Cover Letter

August 05, 2013

Rufus Crowder, Purchasing Agent, CPPO, CPPB
Galveston County Purchasing Department
722 Moody, 5th Floor
Galveston Texas 77550

Dear Mr. Crowder

Thank you for this opportunity to submit a proposal for Galveston County Purchasing Department's forthcoming technology project. We have studied the information provided to us about your business requirements and carefully analyzed your technology needs. The solution recommended for The County has been designed to meet your needs in the most cost effective way without compromising on quality, service or ongoing support.

Dell is helping our customers to bring down the Total Cost of Ownership by simplifying IT. We are committed to providing solutions that will allow The County to reclaim time and cost and increase the productivity of your IT. In addition, we have built environmental consideration into every stage of the Dell product lifecycle including power consumption, helping our customers demonstrate environmentally responsible procurement.

Pricing held for 180 days:

Dell confirms that our pricing will be held for 180 days from date of bid opening, as long as proposed products are commercially available.

Office closest to Galveston:

One Dell Way
Round Rock, TX 78682

Dell looks forward to working with you on this project. Should you have any questions regarding this response, please contact me at (512) 728-1713 or online at Stan_Parish@Dell.com.

Dell's receipt of an Award or Purchase Order for Desktop Computers and Laptops from Galveston County and subsequent performance in relation to this response shall be governed by and understood to indicate Galveston County's acceptance of the State of

Texas (DIR), CC# DIR SDD-1951. Any terms in Desktop Computers and Laptops or on a resulting Purchase Order from Galveston County to Dell shall not be applicable.

Sincerely,

Stan Parish
Senior Proposals Manager, Team Lead

Appendix C – Vendor Application Letter

Certificate of Insurance
Upon award, Dell will provide the required Certificate(s) of Insurance. Our insurance coverage may be reviewed at:
https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=362542334

Conflict of Interest Disclosure Reporting
Dell has provided the required CIQ form in the "forms" section of this response. Should the County require such, we will file an original with the Galveston County Clerk.

Dell's receipt of an Award or Purchase Order for Desktop Computers and Laptops from Galveston County and subsequent performance in relation to this response shall be governed by and understood to indicate Galveston County's acceptance of the State of Texas (DIR), CC# DIR SDD-1951. Any terms in Desktop Computers and Laptops or on a resulting Purchase Order from Galveston County to Dell shall not be applicable.

Methodology Section

Pre-Deployment Activities

Dell and Customer will complete the activities listed below before managed deployment Services begin. These activities will validate the assumptions, requirements, procedures, and responsibilities set forth in this SOW. In the event any assumption, requirement, procedure, or responsibility is found to be incorrect, the pricing and/or scope of Services will be modified using the Change Management Process to reflect the actual operating environment.

Site Survey and End-User Profiles

Customer will complete a site survey for each Customer Site. The site survey is used to collect information needed for the deployment. Customer will complete end-user profile surveys, if applicable.

Pilot Test

Dell will conduct a pilot test to validate the assumptions and test the deployment procedures prior to the first scheduled deployment. The pilot will consist of a typical set of Services for a limited number of systems and validate the following requirements: information flow, procedures for each deployment activity, system environment, timings, and assumptions.

Dell and Customer will mutually agree on written installation instructions prior to the date the pilot is scheduled to be performed. The installation instructions and configuration of automated migration tools, such as Dell Data Direct or Dell Automated Deployment, must be finalized before Dell will commit resources to perform the pilot. Upon completion of the pilot, Dell and Customer will review the results and identify any necessary modifications to the Services and/or prices.

Schedules

Dell and Customer will mutually agree in writing to a deployment schedule by Customer Site and Schedule Group (collectively, the "Deployment Schedule"). The Deployment Schedule will be distributed by Customer to end-users identified in each Schedule Group prior to the scheduled installation of their Client Systems. Customer will promptly notify Dell of any conflicts in order to lock the schedule prior to the scheduled installation date. Any modifications or cancellations occurring prior to the scheduled installation date may be subject to additional fees.

On-Site - Installation Services

Basic Installation Service Client System (CPU and Monitor)

- Unpacking new Client System from shipping boxes and inspecting components for any damage
- Verifying service tag for each new Client System against packing slip
- Notifying Customer help desk of any discrepancy or damage regarding the shipment of Customer equipment
- Move new equipment from central location to the end user desk side
- Organize Client System components and peripherals (e.g., keyboards, power supplies, mice, and software) for deployment
- Plugging Customer-provided, certified network patch cables into new Client System
- Plugging all power cords into electrical sources
- Plugging network patch cables into existing certified network jacks
- Booting the new Client System and verifying network connection for Customer's network connected devices
- Logging on to the new Client System using Customer-provided user ID and password
- Configure IP Address
- Mapping up to two (2) network printers to each new Client System
- Reconnect and setup up to two (2) existing external peripherals to Client System. When required, Customer will load the drivers supplied by Customer and will print a test page or conduct an agreed upon simple test for functionality
- Connect Customer-provided peripheral cable to the new Client System (excludes configuration)
- Complete validation & function test as agreed to by both parties
- Contacting the Customer help desk if a problem is encountered with any component provided by Customer for the new Client System
- On site disposal of deployment related trash to in the immediate installation premises and properly clean the installation area

De-installation of Legacy System (CPU and Monitor)

- Disconnect the hardware components, network cable, and power cord for the Legacy System.
- Placing Legacy System components in boxes using packaging materials from the new Client System or other materials supplied by Customer
- Moving the Legacy System to an on-site storage area designated by Customer in the deployment building
- Moving all boxes, packaging materials and debris to a disposal area within the building where the deployment services are provided
- Properly cleaning the installation area so it is returned to its original condition
- Coordinating the pickup of Legacy Systems by Customer's Asset Recovery Services if applicable

On-Site Services – Imaging

Attended Imaging via CD/DVD or attached local media such as USB key. Optical Drive

- Image client system via Customer-provided media in conjunction with additional on-site services

- Conduct basic functionality test to ensure image load success.
- Customer will supply enough media copies of image to ensure constant workflow.
- If the application software does not load to completion (or does not function properly in the Customer's environment), the Customer will contact the proper help resources for that application to complete the installation.
- PFI is not responsible for any issues arising from the functionality of the Customer's software in the Customer's environment.

Warehouse and Redeliver New Equipment

- Provide warehouse local facility for receiving and storing systems in same State as Customer
- Pricing will be based on a 30 day billing cycle on a per system basis.
- Confirm delivery locations, contacts, and schedule with customer Project Coordinator
- Sign out of equipment to be delivered
- Deliver equipment to correct location - deliver inside to storage location, or desk side as applicable
- Secure acceptance documentation
- Accept/cover risk of loss for systems while in Service PFI's possession
- Equipment will be delivered to central area at each building for installation
- Install services will be performed in conjunction with delivery services

Assumptions:

- Additional charges apply per unit for any portion of 30 days and for each 30 days.
- Logistics reporting will be on a piece count basis.
- Boxes will be clearly labeled with appropriate customer delivery address.
- Order consolidation is not part of this service.

Customer Responsibilities

Customer will be responsible for the activities listed below:

- Provide access to Customer Site(s), including any necessary keys or badges. Advise Dell prior to locking schedule of any unique site entry requirements.
- Provide Dell with the physical location of each end-user desk where the services are to be performed as well as location of printers to be mapped per system, if applicable
- Prepare Customer Sites and end-user locations to receive Services (e.g., installing cables, network jacks, and power outlets and ensuring connectivity)
- Procure all hardware components and software licenses in advance of deployment activities to meet the Deployment Schedule
- Receive hardware at Customer's receiving dock
- Provide safe and adequate parking facilities
- Provide a safe working environment, reasonable office accommodations, and adequate work space within reasonable proximity to where Services are to be performed
- Provide carts for transporting hardware within deployment site
- Ensure Customer's Site coordinator is on-site and available at the deployment site.

- Provide Dell with access to and use of information, data, Customer facilities, equipment, and internal resources as reasonably necessary to deliver the Services
- Ensure all systems and related equipment are easily accessible by Dell without the need to move furniture, and provide keys to any cable locks as needed to remove or secure systems during de-installation and/or installation and disable any BIOS passwords currently configured on Legacy Systems prior to a service call for installation
- Ensure all end-users backup data prior to Dell arriving onsite to perform Services
- Provide all logon IDs, passwords, domain specifications, and personal settings necessary to perform the Services for each end-user prior to scheduled deployment
- In the event Dell encounters problems loading Customer-provided software, Customer will contact the proper help resources for that application to complete the installation
- Provide Dell with local administration rights necessary to perform the Services and ensure the domain login is enabled
- Provide Dell with a complete list of all approved peripherals to be installed on the new Client System, and supply all applicable drivers at the Customer Site
- Provide adequate storage area for de-installed Legacy Systems and a common area for debris at each Customer Site (to be located within the building where the deployment occurs)
- Perform quality assurance after login is complete, including access to Active Directory profile to allow end users to access specific software applications and load personalities
- Provide post-installation support and troubleshooting assistance as needed to address software application performance, software application and operating system conflicts, software application version issues or co-existence issues

Staffing

Upon award and prior to the commencement of the installation, the contractor must submit the names and associated paperwork for appropriate background checks of personnel to be handling installation and any configuration services both on site and off.

Dell acknowledges this requirement and in conjunction with our partner Premier LogiTech we will provide the names and any required to the County for all personnel to be associated with this project.

Qualifications

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five (5) years that are similar in size and scope to demonstrate competence to perform these services. Information should include:

- Names of key staff that participated on similar projects, and their specific responsibilities with respect to this scope of work.

  Dell's philosophy is that the relationship begins prior to the sale, when the Account Team works with The County to implement a custom strategy that will allow easy expansion and incorporation of relevant new technologies. Dell seeks to develop and utilize direct customer relationships to understand The County's needs and to deliver high quality computer products and services tailored to meet those needs. Your Account Team is available to provide The County with personalized advice and support based on your specific needs, technology planning, lifecycle cost management and project planning.

Account Roster

Account Executive

Field-based pre-sales consultant to help manage the relationship between Dell and The County. Account Executive is The County's main point of contact nationally to handle any questions or problems that may arise. Available for product and services consulting, future product roadmaps, strategic project planning, application road-mapping, resource management, and all other onsite sales activities. Works closely with your Dell Sales Representative.

Joy Daly	Phone	(512) 535-8345
	Email	Joy_Daly@Dell.com

Inside Sales Representative

Local office-based telephone resource, available during normal business hours. Responsible for daily account management including configurations, product recommendations, pricing, ordering, Premier Pages, and publication/literature requests.

Loren Albanese	Phone	(512) 513-8843
	Email	Loren_Albanese@Dell.com

Regional Sales Manager

Field-based resource available to assist with account satisfaction issues, executive support, and enterprise wide business strategy.

Jeanne Newberry	Phone	(512) 415-6292

Email Jeanne_Newberry@Dell.com

Inside Sales Manager

Local office-based -based inside sales manager. Responsible for regional sales representatives who service the healthcare market in the U.S. who is available for escalating any open issues such as pricing, delivery and customer satisfaction.

Joey Mendoza Phone (512) 725-0027

Email Joey_Mendoza@Dell.com

Additionally, upon award our partner Premier LogiTech will provide the names and qualifications of their team.

- A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposals.

  Dell Inc. is a leading global information technology company that offers our customers a broad range of products and services. We built our reputation through listening to customers and developing solutions that meet their needs.

  For more than 28 years, Dell has empowered countries, communities, customers and people everywhere to use technology to realize their dreams. We have more than 43,000 services team members in approximately 90 countries, 60 technical support centers and seven global command centers, dedicated to helping customers use technology to reach their business goals. Our customers trust us to deliver such technology solutions that will help them do and achieve more, whether they are at home, work, school or anywhere in their world.

  Additionally, as part of Dell's proposed solution, we will include the following:

  - **Warranty:** http://www.dell.com/content/topics/global.aspx/policy/en/policy?c=us&l=en&s=gen&-section=010
  - **Dell Online Self Dispatch**

    The Dell Online Self Dispatch program is designed specifically for IT technicians, internal helpdesks or service desks, or third-party maintainers/VARs that perform initial troubleshooting for their end-users and have technical expertise in their environment. This program enables Dell-certified technicians to bypass basic troubleshooting and dispatch parts and/or labor via the Internet.

    With fast access to service and parts, Dell Online Self Dispatch helps to provide technicians with the knowledge, tools and support necessary to efficiently maintain hardware.
  - **Premier.Dell.com**

As part of this response, Dell is offering to set up a confidential Premier.Dell.com page for the County.

Premier.Dell.com is a secure, customized procurement site created at no charge for select Dell customers. Premier is designed to minimize the amount of time and money you spend procuring and supporting IT equipment, and to maximize the amount and quality of the procurement information available to you.

Premier provides efficient, one-stop shopping for all of your IT product needs. We'll build your Premier site with systems configured to your specifications, and customize your selection of software and peripherals to meet your standards. Your Premier site also provides easy access to procurement information including open order status, invoice status, and detailed historical reports, all available to only the users you specify. Approximately 113,000 Dell business and institutional customers worldwide use Dell's on-line order management capabilities.

And the benefits of Premier don't end there. Premier Support is a virtual helpdesk with powerful tools to help meet your organizations' system support needs. Designed for support technicians, helpdesk specialists, system engineers and IT managers, Premier Support provides fast access to the knowledge and solutions you need to help you efficiently support your Dell systems and maximize uptime.

Take a moment to review the Features of Premier.Dell.com. An online overview and explanation of Premier.Dell.com can be found at www.dell.com/tourpremier.

Disclosure

Please disclose any and all past or current business and personal relationships with any current Galveston County elected official, County employee or family member of any current Galveston County elected official, appointed official, or County employee. ***Any past or current business relationship may not necessarily disqualify the firm from consideration.***

To the best of my knowledge and belief, no employee of Dell or our trusted partner Premier LogiTech, has had any business or personal relationships with any current Galveston County elected official, County employee or family member of any current Galveston County elected official, appointed official, or County employee

Sample Agreement

Dell's receipt of an Award or Purchase Order for Desktop Computers and Laptops from Galveston County and subsequent performance in relation to this response shall be governed by and understood to indicate Galveston County's acceptance of the State of Texas (DIR), CC# DIR SDD-1951. Any terms in Desktop Computers and Laptops or on a resulting Purchase Order from Galveston County to Dell shall not be applicable.

Proposed Solution / Pricing

Hardware only:

Product Description	Quantity	Unit Price	Extended Price
OptiPlex 3010 with Next Business Day Warranty	780	$718.93	$560,765.40
Latitude E6530 with Next Business Day Warranty	180	$1,081.47	$194,664.60
Alternate Notebook Solutions[1]			
Latitude E5530, 8GB memory, no Smart Card	180	$959.90	$172,782.00
Latitude E5530, 4GB memory, no Smart Card	180	$936.02	$168,483.60

Optional Installation & On-site Imaging

Option 1: $30.41 per unit

- Warehouse and Redelivery
- Attended Imaging via CD/DVD or attached local media such as USB key or optical drive

Option 2: $55.58 per unit

- Warehouse and Redelivery
- Attended Imaging via CD/DVD or attached local media such as USB key or optical drive
- Basic Installation Service Client System CPU and Monitor
- De-Installation of Legacy System (CPU and Monitor)

[1] Dell has included product specifications for this proposed alternate solution in the pages that follow.

Alternate Product Specifications

Dell Latitude E5530

Feature	Technical Specification
Processor Options	[illegible]
Operating System Options	[illegible]
Memory Options	[illegible]
Chipset	[illegible]
Graphics Options	[illegible]
Display	[illegible]
Storage Options	[illegible]
Optical Drive Options	[illegible]
Multimedia Options	[illegible]
Battery Options	[illegible]
Power Options	[illegible]
Connectivity	[illegible] **Wireless LAN Options:** [illegible] **Mobile Broadband[10] & GPS Options** [illegible] **Bluetooth Option:** [illegible]
Ports, Slots & Chassis	[illegible]
Input Device Options	[illegible]
Dimensions & Weight	[illegible]
Regulatory and Environmental Compliance	[illegible]
Systems Management	[illegible]
Warranty & Support Services	[illegible]
[illegible]	[illegible]

Discover leading edge laptops at Dell.com/latitude

DELL

DELL

AGENDA ITEM #22.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 9/18/13	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: (Yes) / No
4. Department Name: Information Technology	5. Department Contact: JJ Allen	
6. Description:	Renewal for McAfee Gold Business support for McAfee Endpoint Protection-Advanced Suite-support renewal.	
7. IFAS PEID No: 701478	8. IFAS Req No: CR310937	9. Orgkey: 1101159100 / 10. Object Code: 5423500
11. Vendor: CDW Government Inc.	12. Vendor Contract No:	
13. Requested Legal Review: (Yes) / No (Explain if No)		

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Maintenance of Software	5423500	$10,000.00	$1,450.75				
22. Totals:		$10,000.00	$1,450.75	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 10/28/13	Auto Renewal Contract: Yes / (No)	Bid No: N/A
Contract End Date: 10/27/14	Contract # Issued By Purchasing: CM13358	

Approved By:	Signature	Date
~~Department Head:~~	JJ Allen	9/18/2013
Purchasing Agent:		9-24-13
County Legal:		09/24/2013
Contract listed in Budget Documentation: (YES) NO		
County Budget Office:		9/24/2013
Budget Available and Funds are will be Available: YES NO		
County County Auditor:		

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 13-Sep-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 14-Sep-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
175	EA	MCAFEE- MCAFEE END PRT-A 1 YR 10001+; ITEM	$ 8.29	$ 1,450.75			
		NUMBER: 2072697; MFG NUMBER: EPAYFM-AA-JI;					
		ELECTRONIC DISTRIBUTION- NO MEDIA;					
		CONTRACT: MARKET; GRANT NUMBER: 6144265-					
		NAI					
		TOTAL		*$ 1,450.75*			
		REQUESTED BY: CLAUDIA PEREZ					
		CALL NUMBER: 62501					
		QUOTE NUMBER: DRKC925					
		FOR: RENEWAL FOR MCAFEE GOLD BUSINESS					
		SUPPORT FOR MCAFEE ENDPOINT PROTECTION-					
		ADVANCED SUITE-SUPPORT 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#CR310937

Suggested Vendor : 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 MCAFEE SUPPORT RENEWAL

Who: Infrastructure

What: McAfee Gold Business Support for McAfee Endpoint Protection – Advanced Suite – Support Renewal (Current grant# 6144265-NAI)

Where: IT Datacenter

When: October 1, 2013

Why: McAfee is the virus protection software used by the County for its servers. The quantity being requested is 175 for servers.

How: Obtain a quote from vendors; issue a PO

Planned Costs:

Item	Qty	Unit $	Total $
McAfee Gold Business Support for McAfee Endpoint Protection – Advanced Suite	175	8.29	1,450
		Total	1,450

Charge to: ____5423500_____

Submitted by: **Claudia Perez** **Date:** **09-10-2013**

Approved by: _____ **Date:** _____

IT Director / Assistant IT Director

infra enterprise

Galveston County Information Technology

Call Report - Call Number 62501

Call Details as at 1:57:42 PM, 9/11/2013

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:	VIRUS REMOVAL	**Location:**	Courthouse Main
Outage Created:	N	**Logged By:**	Perez, Claudia
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: Renewal for McAfee support. See supporting documents.

Call Dates, Times and Expenses

Logged:	9/10/2013 3:10:03 PM	**Time Solving:**	0 hrs 20 mins	**Total Expenses:**	$0.00
Last Action:	9/11/2013 9:27:35 AM	**Downtime:**	22 hrs 47 mins		

Objects

Object Name	Upload/Update Date	Description	Security Profile
McAfee Support 2013.docx	9/10/2013 3:11:17 PM	5WH-McAfee	Unspecified
Quote_CDW_2013.pdf	9/10/2013 3:11:37 PM	Initial quote	Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
9/10/2013 3:10:03 PM	Perez, Claudia	Y	Unspecified	[Object McAfee Support 2013.docx Uploaded] 5WH-McAfee
9/10/2013 3:10:03 PM	Perez, Claudia	Y	Unspecified	[Object Quote_CDW_2013.pdf Uploaded] Initial quote
9/10/2013 3:10:03 PM	Perez, Claudia	N	Unspecified	[Call Updated]
9/10/2013 3:11:50 PM	Perez, Claudia	N	Unspecified	[Call Forward Internally to Group (Administration)]
9/11/2013 9:27:19 AM	Allen, JJ	N	Unspecified	[Open Forwarded Call by Allen, JJ]
9/11/2013 9:27:35 AM	Allen, JJ	N	Unspecified	[Call Forward Internally to Michaels, Lauren (Administration)]

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DRKC925	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: CLAUDIA PEREZ 409.770.6201

Customer P.O. # MCAFEE RNWL 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
175	2072697	MCAFEE END PROT-A 1Y 10001+ Mfg#: EPAYFM-AA-JI Contract: MARKET Start date: 10/28/13 End date: 10/27/14 Electronic distribution - NO MEDIA Grant # 6144265-NAI	8.29	1,450.75
		SUBTOTAL		1,450.75
		FREIGHT		0.00
		TAX		0.00

US Currency

TOTAL 1,450.75

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.

MCAFEE® TECHNICAL SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

McAfee (as defined below) will provide Technical Support services in accordance with the following terms and conditions ("Terms").

1) Definitions.

a) "Authorized Partner" means any of McAfee's authorized distributors, resellers or other business partners.

b) "Customer" means the entity which has purchased Products and to which McAfee provides Support.

c) "Grant Letter" means a confirmation notice issued electronically by McAfee to Customer confirming Products and Support purchased by Customer, including without limitation Customer's Support Level entitlement, the Grant Number, the Support Period and download details.

d) "Grant Number" means a unique number communicated by McAfee in a Grant Letter confirming a customer's Support entitlement and is required when accessing Support.

e) "Hardware" means McAfee branded hardware equipment but excludes any Software or other intangible products.

f) "McAfee" means (a) McAfee, Inc., a Delaware corporation, with offices located at 3965 Freedom Circle, Santa Clara, California 95054, USA if the Support is purchased in the United States, Mexico, Central America, South America, or the Caribbean; (b) McAfee Ireland Limited, with offices located at McAfee Ireland Ltd, Building 2000, City Gate, Mahon, Cork, Ireland, if the Support is purchased in Canada, Europe, the Middle East, Africa, Asia (other than Japan), or Oceania ; and (c) McAfee Co., Ltd. with offices located at Shibuya Mark City West Building 12-1, Dogenzaka 1-Chrome, Shibuya-ku, Tokyo 150-0043, Japan if the Support is purchased in Japan.

g) "Product(s)" means McAfee's Software and Hardware product specified in a Grant Letter.

h) "Support", "Technical Support" or "Technical Support and Maintenance" means the support services for McAfee Products purchased by Customer either from McAfee or from McAfee's Authorized Partner which are dependent on the Support Level purchased.

i) "Software" means each McAfee software program in object code format and components licensed by McAfee or its Authorized Partners to Customer.

j) "Support Period" means the effective time period for which the Customer has purchased Support that is confirmed in a Grant Letter.

k) "Support Region" means any one of the following five (5) regions: (i) North America, (ii) Europe, Middle East and Africa ("EMEA"); (iii) Asia Pacific ("APAC"); (iv) Japan, and (v) Latin America ("LTAM").

l) "Support Level(s)" means the McAfee Support offering purchased by Customer. Software and Hardware Support Levels are defined on datasheets available at:
http://www.mcafee.com/us/support/support-benefits.aspx

m) "Upgrade" means any and all improvements in the Products which are made generally available to McAfee's customer base as a part of purchased Support and which are not separately priced or marketed by McAfee.

n) "Updates" are related to content of the Product and include without limitation all DATs ("DATs" or detection definition files, also referred to as signature files, are the code anti-malware software uses to detect and repair viruses, Trojan horses and potentially unwanted programs), signature sets, policy updates, database updates for the Products which are made generally available to McAfee's customer base as a part of purchased Support and which are not separately priced or marketed by McAfee.

2) Provision of Support.

McAfee will provide Support to Customer during the Support Period at the Support Level that has been purchased by Customer and is confirmed to Customer in a Grant Letter. Customer will not be entitled to receive Support outside of the Support Period.

3) Updates and Upgrades

McAfee grants to Customer a non-exclusive, non-transferable license to use Upgrades and Updates provided by McAfee during the Support Period as a part of purchased Support. Such Upgrades and Updates are subject to the terms of the license granted by McAfee to the Customer for the Software. Customer shall promptly download, distribute and install all Updates as released by McAfee during the Support Period. McAfee strongly suggests that Customer also downloads, distributes and installs all Upgrades as released by McAfee during the Support Period and Customer acknowledges that any failure to do so could result in Customer's inability to receive Updates and Technical Support and therefore could cause major security risks. An Upgrade may require a hardware upgrade or new platform conversion to function properly.

4) **Supported Versions and End of Life**
The provision of Support is limited to (i) the current version and (ii) the immediately preceding version of the Product. Notwithstanding any of the foregoing, Support is subject to McAfee's End-of-Life Policy available at http://www.mcafee.com/common/media/mcafeeb2b/support/terms/Support_Policy-Product_Support_EOL.pdf
It is Customer's responsibility to review McAfee's Product Support Lifecycle webpage at: http://www.mcafee.com/us/enterprise/support/customer_service/end_life.html to determine whether a Product qualifies for Support. Furthermore, Customer proactive Support notifications can be accessed by subscribing to McAfee Support Notification Service (SNS) available at http://my.mcafee.com/content/SNS_Subscription_Center.

5) **Response Times**
McAfee uses commercially reasonable efforts to meet the response times set forth in the escalation and response charters listed under http://www.mcafee.com/us/support/support-benefits.aspx. Access to McAfee's websites for the provision of Support may be suspended for brief periods due to scheduled maintenance and other factors.

6) **Bug Fixing and Remote Diagnostics**.
McAfee uses commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With Customers prior authorization, McAfee may perform remote diagnostics to work on reported problems. In the event Customer declines remote diagnostics, McAfee and Customer may agree to on-site Support subject to an additional fee including reasonable travel and other expenses.

7) **Support Period and Expired Support**
The Support Period either begins (i) at the date the Product was purchased or (ii) at the renewal date of the expiration of a previous Support Period. In the event the Support expires, any reinstatement of Support must be purchased to cover the lapsed Support since expiration and be renewed until the Support is current. Support must be purchased within one (1) year after expiration of the previous Support Period. An additional out of compliance fee is required for lapsed Support.

8) **Support Coverage**
Support is sold based upon the quantity of all Products purchased by Customer. Upon purchasing Support for a Product, Customer must purchase the same Support Level for all Product units owned or licensed by Customer that are deployed or in use at the location(s) covered by Support. Some Support Level(s) are available for purchase by Customer on a per-product family basis and are sold per Support Region.

9) **Acquired Company Products**
From time to time McAfee may acquire other companies and continue to support the products licensed by such companies ("Acquired Products"). The Support Level(s) defined herein may not be applicable to the Acquired Products at the time of the acquisition but McAfee may within a reasonable period of time after the acquisition provide a description of the Support Level(s) available for the Acquired Products which will become applicable once published on the Support webpage.

10) **Exclusions**
McAfee has no obligations to, (i) provide Support where hardware, tools or software other than those supplied or approved by McAfee have been incorporated with the Product (ii) provide Support for Hardware damaged by or Hardware failures caused by Customer (iii) import or export customer data, create or modify custom business rules or reports, or support custom modifications to databases, active server pages, or other code, components or programs. iv) provide Support for problems that cannot be reproduced in running the Product in a configuration meeting published McAfee specifications.

11) **Obligations of Customer**
a) Support Process: Customer must report Product problems to McAfee Support organization, and be prepared to provide McAfee with (i) the Grant Number, (ii) the location of the Product, (iii) a detailed description of the problem, (iv) a description of the hardware on which the Software is loaded, including any serial number or service tag number where applicable, and (v) the names and versions of any operating systems, networks, and software running with the Software, including patches and fixes. McAfee may request that Customer takes certain actions to determine whether the problem or error is related to the Product, or other item. Customer must reasonably cooperate with McAfee during this process.
b) Access: Customer shall provide McAfee with sufficient, free and safe access to the Products, Customer's computer systems networks and facilities in the event that it is agreed that McAfee will provide on-site support at Customer's location or facilities or that McAfee will perform remote diagnostics.
c) Backup and Restore: Customer must keep adequate backup copies of data, databases, and application programs and agrees that Customer is solely responsible for any and all restoration and reconstruction of lost or altered files, data and programs.

12) **Termination.**
McAfee reserves the right to immediately terminate Support, without any further obligation to Customer, if Customer tampers with or modifies the Product without prior written authorization of McAfee, or otherwise uses the Products in violation of the applicable agreement or of these Support terms. Any terms which by their nature extend beyond the termination remain in effect until fulfilled.

13) **Hardware specific terms**

a) Region and Geographic Limitations: Unless otherwise agreed in writing by McAfee or included as part of the applicable Support Level, Hardware is eligible for service only if it remains in the country where Customer originally installed the Hardware. Geographic restrictions or limitations may apply to certain Hardware Support Levels and are described under http://www.mcafee.com/us/resources/misc/rm-dell-hw-by-country-external-1105.pdf

b) Hardware Return: Prior to returning any Hardware to McAfee for repair or replacement, Customer must ensure that (i) the Hardware is free of any legal obligations or restrictions and of any Customer proprietary or confidential information that prevent McAfee from exchanging, repairing or replacing the Hardware, (ii) Customer has obtained a return authorization from McAfee, including a return material authorization number (a "RMA Number"). Hardware returned to McAfee becomes the property of McAfee at the time it is received by McAfee and Customer shall assume ownership of all replacement Hardware provided by McAfee to Customer upon shipment by McAfee.

c) Restrictions: Customer must not, nor permit anyone else, to remove, alter, or obscure any proprietary notices or instructional labels on the Hardware without written authorization from McAfee. Customer must not install, nor permit the installation of additional hardware or software on the Hardware without written authorization from McAfee or breach any tamper seal on the Hardware.

d) Inspection Period: McAfee reserves the right to inspect Hardware for which Support has lapsed for more than ninety (90) days by itself or by its agents in consideration of a separate fee and to request Customer to install the most current Upgrades and Updates before McAfee agrees to renew Support for the Hardware.

14) **Confidentiality**
McAfee and Customer agree to hold each other's Confidential Information in confidence and not to disclose it to any third party without the prior written consent of the disclosing party. "Confidential Information" means information disclosed by discloser or its affiliates, which is identified as confidential, or which can reasonably be considered confidential due to its nature, or in the circumstances surrounding disclosure. Confidential Information does not include information which: (i) is in the public domain; (ii) was or lawfully becomes known to the receiver; or (iii) was independently developed by the receiver. The parties agree to use such Confidential Information of the disclosing party only as it relates to the performance of the party's obligations under these terms. Further, the receiving party shall use the same degree of care it uses with respect to its own confidential information to prevent the unauthorized disclosure to a third party, but in no event less than reasonable care.

15) **Warranty**
MCAFEE WARRANTS THAT THE SUPPORT WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER. FOR ANY BREACH OF THIS WARRANTY, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND MCAFEE'S ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE NON-CONFORMING SUPPORT. MCAFEE SHALL ONLY HAVE LIABILITY FOR SUCH BREACHES OF WARRANTY IF CUSTOMER PROVIDES WRITTEN NOTICE OF THE BREACH TO MCAFEE WITHIN THIRTY (30) DAYS OF THE PERFORMANCE OF THE APPLICABLE SUPPORT. THIS WARRANTY IS CUSTOMER'S EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, SKILL AND CARE. MCAFEE DOES NOT WARRANT OR GUARANTEE THAT SUPPORT WILL BE FREE FROM ERRORS OR DEFECTS OR THAT THE SUPPORT WILL PROTECT AGAINST ALL POSSIBLE THREATS.

Some states or jurisdictions do not allow the exclusion of express or implied warranties, so the above disclaimer may not apply to you. IN THAT EVENT SUCH EXPRESS OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE MINIMUM PERIOD REQUIRED BY THE APPLICABLE LAW (IF ANY).

16) **Limitation of Liability**
UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF PERSONNEL SALARIES, WORK STOPPAGE, AND/OR COMPUTER FAILURE OR MALFUNCTION, AND/OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES.
Regardless of whether the claim for such damages is based in contract, tort and/or any other legal theory, in no event shall either party's aggregate liability to the other party for direct damages exceed the lesser of:

a) the amount of Support fees, attributable to the Product giving rise to the claim, paid or payable by Customer for a twelve (12) month period immediately preceding the event giving rise to the claim or

b) the applicable McAfee Support List Price current at the date of the purchase or renewal attributable to the Product giving rise to such claim,

even if the other party has been advised of the possibility of such damages. "List Price" shall mean for the purpose of this clause the then current annual fee as listed in McAfee's applicable list price for the Support of the Product.

No provision of this Agreement shall exclude or limit in any way (i) the liability of both parties for death or personal injury caused by negligence or (ii) Customer's liability for excess usage and/or any breach of McAfee's intellectual property rights.

THE LIMITATION OF LIABILITY IN THIS SECTION IS BASED ON THE FACT THAT END USERS USE THEIR COMPUTERS FOR DIFFERENT PURPOSES. THEREFORE, ONLY CUSTOMER CAN IMPLEMENT BACK-UP PLANS AND SAFEGUARDS APPROPRIATE TO CUSTOMER'S NEEDS IN THE EVENT AN ERROR IN THE SOFTWARE CAUSES COMPUTER PROBLEMS AND RELATED DATA LOSSES. FOR THESE BUSINESS REASONS CUSTOMER AGREES TO THE LIMITATIONS OF LIABILITY IN THIS SECTION AND ACKNOWLEDGES THAT WITHOUT CUSTOMER'S AGREEMENT TO THIS PROVISION, THE FEE CHARGED FOR THIS SOFTWARE WOULD BE HIGHER

17) **General:**

a) Recording: In providing Support, McAfee may record all or part of telephone calls between Customer and McAfee for quality assurance and training purposes in compliance with applicable laws.

b) Assignment: The provision of Support is not assignable by Customer without the prior written consent of McAfee. Any attempt of assignment by Customer without such consent will be void. McAfee may subcontract its obligations to provide Support hereunder to another party.

c) Audit: McAfee may, at its expense, upon reasonable prior written notice and during standard business hours, audit Customer with respect to Customer's compliance with these terms no more than once per year. Customer understands and acknowledges that McAfee utilizes a number of methods to verify and support Product use by its customers. These methods may include technological features of the Product that prevent unauthorized use and provide Product deployment verification. Upon reasonable request, Customer will provide a system generated report verifying the Product deployment, such request to occur no more than two (2) times per year. McAfee will not unreasonably interfere with the conduct of Customer's business.

d) Export Control: The Products and Support are subject to export controls under the U.S. Export Administration Regulations and implementing regulations and other applicable law. Therefore, the Products and Services may not be exported or re-exported to entities within, or residents or citizens of, embargoed countries or countries subject to applicable trade sanctions, nor to prohibited or denied persons or entities without proper government licenses. Information about such restrictions can be found at the following websites:
http://www.treas.gov/offices/enforcement/ofac/ and
http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm.

e) ITAR: Customer acknowledges that Support provided hereunder shall not be used for the design, development, configuration, adaption or modification of a military item listed on the United States Munitions List (USML http://www.access.gpo.gov/nara/cfr/waisidx_05/22cfr121_05.html) which would subject Support to the International Traffic in Arms Regulations (ITAR, http://www.pmddtc.state.gov/regulations_laws/itar.html) .

f) Governing law: These terms will be governed by and construed in accordance with the substantive laws in force: (a) in the State of New York, if the Support was purchased in the United States, Mexico, Central America, South America, or the Caribbean; (b) in the Republic of Ireland, if Support was purchased in Canada, Europe, Middle East, Africa, Asia (other than Japan), or the region commonly referred to as Oceania; and (c) in Japan if Support was purchased in Japan. If Support was purchased in any other country, then the substantive laws of the Republic of Ireland shall apply. United States District Court for the Southern District of New York, when New York law applies, the courts of the Republic of Ireland, when the law of Ireland applies, the courts of Japan when Japanese law applies, shall each have non-exclusive jurisdiction over all disputes relating to these terms.

18) **Entire Agreement**

The Terms and any additional terms referenced herein constitute the entire agreement between Customer and McAfee with regard to Support, and supersedes all prior negotiations, agreements, and understandings with respect to the subject matter hereof. The Terms may not be modified except by a written addendum agreed to by McAfee and Customer.

AGENDA ITEM #23.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 9/20/2013	2. Contract Type: (Expense) Revenue Other		3. Renewal Contract: Yes (No)
4. Department Name: Information Technology		5. Department Contact: JJ Allen	
6. Description:	Cisco ACS VMWare SW Upgrade, existing software is reaching end of life.		
7. IFAS PEID No: 700678	8. IFAS Req No: CR311148	9. Orgkey: 1101159100	10. Object Code: 5751006
11. Vendor: DataVox		12. Vendor Contract No:	
13. Requested Legal Review: (Yes / No) (Explain if No)			

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Infrastructure Refresh	5751006	$373,480.21	$12,905.00				
22. Totals:		$373,480.21	$12,905.00	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: TBD	Auto Renewal Contract: Yes / (No)	Bid No: N/A
Contract End Date: TBD	Contract # Issued By Purchasing: CM13354	

Oct 1 will be listed in Contract Management, Date will change to Install Date DSG

Approved By:	Signature	Date
~~Department Head:~~	JJ Allen	9/20/2013
Purchasing Agent:	[illegible]	9-24-13
County Legal:	[illegible]	09/24/2013
County Budget Office:	[illegible]	9/24/2013
County County Auditor:		

Contract listed in Budget Documentation: YES NO

Budget Available and Funds are/will be Available: YES NO

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 16-Sep-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 19-Sep-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
2	EA	CISCO- L-CSACS-54VMUP-K9/ ACS 5.4 VMWARE	$ 4,533.30	$ 9,066.60			
		SOFTWARE UPGRADE (ELECTRONIC DELIVERY)					
2	EA	CISCO- CON-SAS-CSACS5V/ SW APP SUPP ACS 5.4	$ 1,919.20	$ 3,838.40			
		VMWARE SOFTW					
2	EA	CISCO- L-CSACS-5-BASE-LIC/ CISCO SECURE ACS	$ -	$ -			
		5 BASE LICENSE (ELECTRONIC DELIVERY)					
		TOTAL		***$ 12,905.00***			
		REQUESTED BY: DAVID GRULLON					
		CALL NUMBER: 63089					
		QUOTE NUMBER: OP28504					
		FOR: CISCO ACS VMWARE SW UPGRADE					

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 : 11011591005751006

CR#CR311148

Suggested Vendor : DATAVOX

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from Vendor Number : 700678

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 _____

PURCHASING AGENT

INFORMATION
TECHNOLOGY

5WH - CISCO ACS UPGRADE

What:
Cisco Secure Access Control Server (ACS) is an access policy control platform that helps to comply with growing regulatory and corporate requirements. By integrating with other access control systems, it helps improve productivity and contain costs.

Who:
IT/David Grullon

Where:
CHM/EMF County Wide

When:
ASAP

Why:
Existing Software is reaching End Of Life.

How:
Procure from qualified vendor

Planned Costs: *Item / Description*	*Qty*	*Total $*
L-CSACS-54VMUP-K9 / ACS 5.4 VMware Software Upgrade (Electronic Delivery)	2	
CON-SAS-CSACS5V / SW APP SUPP ACS 5.4 VMware Softw	2	
L-CSACS-5-BASE-LIC / Cisco Secure ACS 5 Base License (Electronic Delivery)	2	
		$12,905.00

Charge to: 5751006

Submitted by: David Grullon **Date:** 09/19/2013

Approved by: _____ **Date:** ___/___/2013
IT Director / Assistant IT Director

infra enterprise

Galveston County Information Technology

Call Report - Call Number 63089

Call Details as at 12:33:17 PM, 9/19/2013

Call Details

Type:	Assis/Infor/Gener		
Call Ref/Job Ref:	/	**Customer:**	Grullon, David
IPK Status:	Service Request	**Customer VIP Status:**	Unspecified
IPK Stream:	Default	**Telephone:**	409-766-2446
Service:	PURCHASE REQUEST	**Organization:**	Information Technology
Config Item:	PURCHASING PO	**Location:**	Courthouse Main
Outage Created:	N	**Logged By:**	Infraenterprise, Infra
Call Priority:	Low	**Current Officer:**	Allen, JJ
Call State:	Open	**Current Group:**	Administration
Call Status:	Forward to 2nd level support	**Forward to Officer:**	Michaels, Lauren
Call Physical Status:	Forward Internally	**Forward to Group:**	

Call Description: 5WH - Cisco ACS Upgrade: Attached is a pdf to request Cisco ACS.Upgrade
Plus 3 quote files and 1 Requisition Form...Original form located: W:\Commo\5WH or click
\\svrgc\itdata.wp\commo\5wh\z_Cisco_ACS_Upgrade
<file:///\\svrgc\itdata.wp\commo\5wh\z_Cisco_ACS_Upgrade>

Thanks!

David Grullon
Communications
Sr. Network Engineer
Galveston County
Information Technology
722 Moody Ste 202
Galveston, TX 77550
409.766.2446 Office
409.682.1309 Cell
409.765.3144 Fax
david.grullon@co.galveston.tx.us
www.co.galveston.tx.us <http://www.co.galveston.tx.us/>

Call Dates, Times and Expenses

Logged:	9/19/2013 7:10:19 AM	**Time Solving:**	0 hrs 16 mins	**Total Expenses:**	$0.00
Last Action:	9/19/2013 9:16:12 AM	**Downtime:**	5 hrs 23 mins		

Objects

Object Name	Upload/Update Date	Description	Security Profile
5WH - Cisco ACS Upgrade.pdf	9/19/2013 7:10:19 AM		Unspecified
Cisco-ACS-quote#1.pdf	9/19/2013 7:10:19 AM		Unspecified
Cisco-ACS-quote#2.pdf	9/19/2013 7:10:19 AM		Unspecified
Cisco-ACS-quote#3.pdf	9/19/2013 7:10:19 AM		Unspecified
Cisco-ACS-Requisition-Form.xlsx	9/19/2013 7:10:19 AM		Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
9/19/2013 7:10:19 AM	Infraenterprise, Infra	N	Unspecified	[Object Uploaded (5WH - Cisco ACS Upgrade.pdf) by Infraenterprise, Infra]
9/19/2013 7:10:19 AM	Infraenterprise, Infra	N	Unspecified	[Object Uploaded (Cisco-ACS-quote#1.pdf) by Infraenterprise, Infra]

9/19/2013 7:10:19 AM	Infraenterprise, Infra	N	Unspecified	[Object Uploaded (Cisco-ACS-quote#2.pdf) by Infraenterprise, Infra]
9/19/2013 7:10:19 AM	Infraenterprise, Infra	N	Unspecified	[Object Uploaded (Cisco-ACS-quote#3.pdf) by Infraenterprise, Infra]
9/19/2013 7:10:19 AM	Infraenterprise, Infra	N	Unspecified	[Object Uploaded (Cisco-ACS-Requisition-Form.xlsx) by Infraenterprise, Infra]
9/19/2013 7:10:19 AM	Infraenterprise, Infra	N	Unspecified	[Call Forward Internally to Group (Service Desk)] [Call Logged via Email {InfraEnterprise/EMCINFRA}]
9/19/2013 7:10:19 AM	Infraenterprise, Infra	N	Unspecified	[Notifications by workflow rule(s)] Workflow Rule: Notify Customer Recipients: Grullon, David Workflow Rule: Oncall Recipients: Oncall
9/19/2013 7:37:27 AM	Lucas, Freda	N	Unspecified	[Open Forwarded Call by Lucas, Freda]
9/19/2013 7:38:41 AM	Lucas, Freda	N	Unspecified	[Call Updated] [IPK Status changed from Incident to Service Request]
9/19/2013 7:38:41 AM	Lucas, Freda	N	Unspecified	[Call Forward Internally to Group (Administration)] [Forward to 2nd level support]
9/19/2013 7:38:41 AM	Lucas, Freda	N	Unspecified	[Notifications by workflow rule(s)] Workflow Rule: Notify Customer Recipients: Grullon, David
9/19/2013 9:16:02 AM	Allen, JJ	N	Unspecified	[Open Forwarded Call by Allen, JJ]
9/19/2013 9:16:12 AM	Allen, JJ	N	Unspecified	[Call Forward Internally to Michaels, Lauren (Administration)]

Quotation

Prepared By:
Chris Butler
Phone: (713) 881-7439
chrisb@datavox.net

Date:	**17-Sep-2013**
Expires:	**30 Days**
Quote #:	**OP28504**

Prepared For:
Galveston County
David Grullon
Phone: 409-766-2446
David.Grullon@co.galveston.tx.us

Direct Pricing Summary	Total
Product	$ 9,066.60
Maintenance (1 Year)	$ 3,838.40
Total (Excludes Sales Tax & Shipping)	$ 12,905.00

Cisco ACS VMware SW Upgrade

General Description	SKU	Part Description	Qty	Lead Time	Unit Price	Ext Price
Cisco ACS Vmware SW Upgrade	L-CSACS-54VMUP-K9	ACS 5.4 VMware Software Upgrade (Electronic Delivery)	2	7 Days	$ 4,533.30	$ 9,066.60
	CON-SAS-CSACS5V	SW APP SUPP ACS 5.4 VMware Softw	2	7 Days	$ 1,919.20	$ 3,838.40
	L-CSACS-5-BASE-LIC	Cisco Secure ACS 5 Base License (Electronic Delivery)	2	7 Days	$ -	$ -
Cisco ACS Vmware SW Upgrade Total					$ 6,452.50	$ 12,905.00
Grand Total					**$ 6,452.50**	**$ 12,905.00**

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INX A PRESIDIO COMPANY Go DIRect

Quote #: 11430051-01
Date: 09/17/2013
Page: 1 of 1

Title: VMware

To: David Grullon
Galveston County
PO Box 1418
GALVESTON, TX 77553

Phone: 409-766-2446
Email: david.grullon@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

#	Part #	Description	Qty	Price	Ext Price
1	L-CSACS-54VMUP-K9	ACS 5.4 VMware Software Upgrade (Electronic Delivery)	2	$4,659.23	$9,318.46
2	CON-SAS-CSACS5V	SW APP SUPP ACS 5.4 VMware Softw	2 for 12 mo(s)	$1,907.20	$3,814.40
3	L-CSACS-5-BASE-LIC	Cisco Secure ACS 5 Base License (Electronic Delivery)	2	$0.00	$0.00
				Sub Total:	**$13,132.86**
		Texas DIR-SDD-1386 CISCO Networking Equip, Product, Services and Tele Network Services		**Grand Total:**	**$13,132.86**

THIS PROPOSAL IS GOVERNED BY THE TERMS AND CONDITIONS SET FORTH IN DIR CONTRACT NUMBER LISTED ABOVE
STATE OF TEXAS vendor ID 17605152499

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 _____

GovConnection™
IT Solutions for Government and Education

QUOTATION

Quote # 23506244.01

PLEASE REFER TO THE ABOVE QUOTE NUMBER WHEN ORDERING

Date: September 17, 2013
Valid through: October 17, 2013
Account #:

7503 Standish Place
Rockville, MD 20855

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	2	15299105	L-CSACS-54VMUP-K9	Secure Access Control System software for VM Cisco-License	$5,172.79	$10,345.58
	2	2	15762091	CON-SAS-CSACS5V	US Only Software Application Support for ACS 5.4 Cisco/Service	$1,985.97	$3,971.94
	3	2	15004055	L-CSACS-5-BASE-LIC	Govt. Secure ACS 5 Base License (Electronic Delivery) Cisco	$0.00	$0.00
		Lines:	3			Total Merchandise	$14,317.52
						Fee	
						Ship Via: Small Pkg Ground Service Level	1. pounds
						Shipping and Handling	$0.00
						Tax	
						TOTAL	**$14,317.52**
						* Lease for as low as:	

Service Finder

Home > Products & Services > Services > Service Finder

Service Finder Results for:

ACS 5.4 VMware Software Upgrade (Electronic Delivery) (L-CSACS-54VMUP-K9) Select a different product

The following services are compatible with the product you have selected. Please contact your Reseller or Cisco to determine whether a specific service is available for your location.

Order Services

For more information:
Call: 1-800-553-6387
Contact Us

Service	Onsite Engineer	OS Updates	Software Application Updates	Software Application Upgrades	IPS Signature and Engine Updates	TAC Access	Knowledge Base Access	Cisco.com Automated Tools	Advance Hardwar Replace
Cisco Suggested Service									
Software Application Support (SAS) (CON-SAS-CSACS5V)		✓	✓			Yes: 24 x 7	Unrestricted	Unrestricted	NULL

More Service Options

To find the warranty available for your Cisco product, visit the Warranty Finder.

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http://www.cisco.com/web/about/doing_business/legal/global_export_trade/general_export/contract_compliance.html

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For all countries referred to above, the parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights. If any portion hereof is found to be void or unenforceable, the remaining provisions of the Agreement and Warranties shall remain in full force and effect. Except as expressly provided herein, the Agreement constitutes the entire agreement between the parties with respect to the license of the Software and Documentation and supersedes any conflicting or additional terms contained in any Purchase Order or elsewhere, all of which terms are excluded. The Agreement has been written in the English language, and the parties agree that the English version will govern.

United States Federal Communications Commission Notice

The following information is for FCC compliance of Class A devices: This equipment has been tested and found to comply with the limits for a Class A digital device, pursuant to part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause harmful interference, in which case users will be required to correct the interference at their own expense.

The following information is for FCC compliance of Class B devices: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with Cisco's instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation.

If the equipment causes interference to radio or television reception, which can be determined by turning the equipment off and on, users are encouraged to try to correct the interference by using one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

Modifications to this product not authorized by Cisco could void the FCC approval and negate your authority to operate the product.

Welcome to the World of Networking

Thank you for choosing your Cisco product as part of your networking solution.

Cisco Systems is the worldwide leader in networking for the Internet. Cisco networking solutions connect people, computing devices, and computer networks, allowing people to access and transfer information without regard to differences in time, place, or type of computer system. Cisco provides end-to-end networking solutions that organizations can use to build a unified information infrastructure of their own or to connect to someone else's network. An end-to-end

networking solution is one that provides a common architecture that delivers consistent network services to all users. The broader the range of network services, the more capabilities a network can provide to the users connected to it.

Cisco offers these networking products:

- The industry's broadest range of hardware products
- Cisco IOS software
- Expert network design and implementation
- Technical support and professional services to maintain and optimize network operations

Cisco is unique in its ability to provide all of these products, either by itself or together with partners.

Safety Information

Before you install your Cisco product, read the FCC notice and other regulatory material, including the safety and site preparation section in your product documentation. For your safety, separate information titled "Regulatory Compliance and Safety Information" accompanies this product and contains the appropriate safety warnings and their translations.

Warranty Information

The manufacturer's warranty period for your new Cisco product can be found in the warranty description that accompanies this product or in the warranty information in the online documentation.

Product warranty terms and other information applicable to Cisco products are available at the following URL:

www.cisco.com/go/warranty

Service and Support During and After the Warranty Period

If your hardware fails during the warranty period, contact the network supplier from whom you purchased your product. For more information, see the "Assistance" section.

If your hardware fails after the warranty period, contact the network supplier from whom you purchased your product.

If you have a Cisco SMARTnet service program or other maintenance agreement, request service under your agreement. You can purchase maintenance contracts from your local network supplier or from Cisco directly.

Assistance

If you have a maintenance agreement, request service under your agreement. Depending on your service agreement, different assistance options are available.

Where to Begin for Warranty Support

If you need assistance, follow these steps:

1. Consult your product warranty documentation to determine your warranty period, and record the information listed here. For your convenience, record the information here as well. Keep this information readily available.

I purchased my product from:	
The company phone number is:	
Product model and serial number are:	
Maintenance contract number is:	

2. Consult the Cisco Information Packet (this document) for detailed warranty information.

3. Contact the network supplier from whom you purchased your hardware; the supplier will have the most up-to-date information and will know where to begin the warranty process.

Note *Stop here* unless you have the Cisco Technical Assistance Center (TAC) option available. This option is not included in warranty and all service packages, and you could incur an additional cost.

4. Call the Cisco TAC line if you have contracted for this service. TAC support is not available as part of warranty alone.

Important Information

When you call your network supplier or Cisco, have this information ready:

- Information recorded in Step 1.
- Version level of the software and firmware
- Detailed description of the problem
- Diagnostic error messages
- Details about recent configuration changes or changes to your network

There could be additional charges for using these services. If you are unable to contact your network supplier, contact Cisco TAC by calling 800 553-2447.

To obtain a directory of toll-free Cisco TAC telephone numbers for your country, go to this URL:

www.cisco.com/go/DirTAC

Return Material Authorizations

If your unit fails and you are asked to return it under the terms of your warranty, follow these steps:

1. Return the unit to your network supplier.
2. If you cannot locate your network supplier, you may return the unit to Cisco.

All material returned to Cisco must be accompanied by a Return Material Authorization (RMA) number. This number is necessary so that the factory can ensure proper tracking and handling of returned material. If you do not have an RMA number, Cisco reserves the right to refuse receipt of returned units. To obtain an RMA number, call 800 553-NETS (6387). Your unit will be replaced according to the applicable warranty guidelines.

Cisco Lifecycle Services

Cisco Services are delivered using a lifecycle approach that focuses on customer business drivers to help you meet your business goals.

The unique Cisco Lifecycle approach to services defines the requisite activities at each phase of the network lifecycle.

- Prepare—Make sound financial decisions by developing a business case that establishes the financial justification for making a technology change.
- Plan—Assess the existing environment to determine whether it can support the proposed system sufficiently and securely.
- Design—Design a solution that meets business and technical requirements.
- Implement—Integrate the new solution without disrupting the network or creating points of vulnerability.
- Operate—Maintain network health through day-to-day operations.
- Optimize—Achieve operational excellence by adapting the architecture, operation, and performance of the network to ever-changing business requirements and positioning it to reenter the prepare phase of its lifecycle.

For more information on Cisco Lifecycle Services visit this URL:

www.cisco.com/en/US/products/svcs/services_area_root.html

Cisco Lifecycle Services: Operate Phase

Cisco Technical Services focus on the Operate phase of the network lifecycle. These services maintain and proactively manage device health to keep your business running in real time. When you purchase Cisco Technical Services you'll receive award-winning network support from the industry's leading technical experts who will help you keep your system and applications up-to-date. Cisco Technical Services enable you to:

- Increase network uptime, operational efficiency and reliability
- Maintain business continuity
- Gain critical insight into network performance
- Extend the value of your network investments
- Lower operational costs
- Strengthen IT security

Device/Application-Specific Operate Services

Cisco SMARTnet and SMARTnet Onsite

Crucial to maintaining the best possible network performance, these services provide registered access to Cisco.com for online technical assistance, access to the Cisco Technical Assistance Center (TAC), Cisco OS software updates and upgrades, and advance replacement of failed hardware.

Cisco Service Provider Base and Service Provider Base Onsite

Tailored for the service provider (SP) production network, this service provides registered access to Cisco.com for online technical assistance, access to TAC, Cisco OS software updates and upgrades, and advance replacement of failed hardware.

Cisco Small and Medium-Sized Business Support Assistant

Specifically designed for the small and medium-sized business (SMB), this service provides simplified, cost-effective network support to help SMB customers ensure operational reliability and protect technology investments on select SMB products.

Cisco Software Application Support Services

Software Application Support (SAS) and Software Application Support plus Upgrades (SASU) strengthen application availability, functionality, and reliability with around-the-clock access to technical support and software updates, and with SASU, to major upgrades.

Technology-Specific Operate Services

Unified Communications

Cisco Unified Communications Essential and Select Operate Services

Provides standard technical support services as well as access to specialized engineers who provide assistance with all Cisco hardware components and Cisco Unified Communications application software.

Cisco Services for Integrated Services Routers

Service bundles combine hardware and software application support for the Cisco 2800 and Cisco 3800 series Integrated Services Routers (ISRs) with voice applications.

Security

Cisco Security IntelliShield Alert Manager Service

A customizable, web-based threat and vulnerability alert service allows organizations to easily access timely, accurate, and credible information about potential vulnerabilities in their environment.

Cisco Services for Intrusion Prevention System

For Intrusion Prevention System (IPS) appliances, switch modules, and router modules, Cisco IPS helps prevent business-crippling attacks and reduces attack damage by combining IPS signature file updates and alerts with SMARTnet deliverables.

Cisco Security Remote Management Services

Cost-effectively manage security across your entire network with comprehensive remote monitoring of network devices to proactively identify and analyze security incidents, provide recommendations, and remediate events 24 hours a day, 7 days a week.

Foundation

Cisco Foundation Technology Remote Management Service

Remote network management by an experienced team of Cisco Remote Operations Services engineers provides a cost-effective approach for day-to-day management of your converged infrastructure with proactive monitoring, problem isolation and resolution, and repair oversight, allowing your IT staff to focus on strategic activities.

TelePresence

Cisco TelePresence Essential Operate Services

System-level, ongoing technical support and service provides a seamless experience across the entire TelePresence-Unified Communications systems to maintain the high performance of Cisco TelePresence solutions.

Network-Level Operate Services

Cisco Focused Technical Support

This premium service provides high-touch, premium, personalized technical support to expedite issue resolution and increase network reliability.

For more information on Operate Services, visit the following URL:

www.cisco.com/en/US/products/svcs/ps3034/serv_category_home.html

Obtaining Documentation and Submitting a Service Request

For information on obtaining documentation, submitting a service request, and gathering additional information, see the monthly What's New in Cisco Product Documentation, which also lists all new and revised Cisco technical documentation, at:

www.cisco.com/en/US/docs/general/whatsnew/whatsnew.html

Warranty Information for Cisco Small Business Products

Cisco warrants every Cisco® Small Business (including formerly Linksys® Business) product to be free from defects in material and workmanship under normal use for the warranty period that applies to the particular Cisco Small Business product you have purchased. To find the length of the warranty and other specific warranty details, including the scope of the Cisco Small Business warranty and limitations on Cisco's liability to you, refer to the "Warranty Information" section of your product's technical documentation.

Cisco warranty information can also be accessed at www.cisco.com/go/warranty (see the Warranty Finder at www.cisco-servicefinder.com/warrantyfinder.aspx to locate the warranty for your specific product).

Cisco Small Business Support Center

Technical support by telephone for Cisco Small Business products is available via the Cisco Small Business Support Center. To see the Cisco Small Business Support Center hours of operation and contact information, visit www.cisco.com/en/US/support/tsd_cisco_small_business_support_center_contacts.html.

Services for Cisco Small Business Products

The Cisco Small Business Support Service provides three years affordable peace of mind coverage, to help protect your investment and derive maximum value from Cisco Small Business products. The subscription-based service offers software updates, access to the Cisco Small Business Support Center, online chat support, and expedited hardware replacement.

The Cisco Small Business Partner Rapid Response Service is designed for organizations that need maximum network uptime to support critical business processes. Delivered by your trusted partner, backed by Cisco, it provides three year, subscription-based coverage for extended peace of mind coverage, supported by four-hour advance hardware replacement where available. For more information on Cisco Small Business Support Service and Cisco Small Business Partner Response Service, visit www.cisco.com/cisco/web/solutions/small_business/services/index.html.

Additional Support Resources Available for Cisco Small Business Products

The Cisco Small Business Support Community is a collaborative space for partners, customers, and Cisco to share their knowledge and expertise on small business networking and communications. You can find answers to many technical and support questions in the Cisco Small Business Support Community. If you have a new issue, you can get input from your online colleagues around the world. Visit www.cisco.com/go/smallbizsupport.

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www.cisco.com/web/siteassets/legal/trademark.html

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AGENDA ITEM #24.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 9/18/13	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: (Yes) No
4. Department Name: Information Technology	5. Department Contact: JJ Allen	
6. Description:	Extended service for Cisco Catalyst Blade Switch 3032	
7. IFAS PEID No: 406388	8. IFAS Req No: CR311025	9. Orgkey: 1101159100 / 10. Object Code: 5423000
11. Vendor: Dell Marketing LP	12. Vendor Contract No:	
13. Requested Legal Review: (Yes / No) (Explain if No)		

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Maint/Repairs Equipment	5423000	$218,900.00	$1,246.12				
22. Totals:		$218,900.00	$1,246.12	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 9/26/12	Auto Renewal Contract: Yes (No)	Bid No: N/A
Contract End Date: 9/25/14	Contract # Issued By Purchasing: CM13352	

AMOUNT INCLUDES REINSTATEMENT DTO

Approved By:	Signature	Date
~~Department Head~~:		9/18/2013
Purchasing Agent:		9-24-13
County Legal:		09/24/2013
Contract listed in Budget Documentation: YES NO		
County Budget Office:		9/24/2013
Budget Available and Funds are/will be Available: YES NO		
County County Auditor:		

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 16-Sep-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 18-Sep-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	EXTENDED SUPPORT- CISCO CATALYST BLADE	$ 456.85	$ 456.85			
		SWITCH 3032; SERVICE TAG NUMBER: 1F09ZK1;					
		SERVICE CONTRACT TYPE: S9+GC; SERVICE					
		CONTRACT EXPIRATION: 09/25/2012, NEW					
		CONTRACT DATE: 09/25/2014; SERVICE					
		CONTRACT TYPE: S9+PSMC					
1	EA	REINSTATEMENT FEE- CISCO CATALYST BLADE	$ 199.00	$ 199.00			
		SWITCH 3032; SERVICE TAG NUMBER: 1F09ZK1;					
		SERVICE CONTRACT TYPE: S9+GC; SERVICE					
		CONTRACT EXPIRATION: 09/25/2012, NEW					
		CONTRACT DATE: 09/25/2014; SERVICE					
		CONTRACT TYPE: S9+PSMC					
1	EA	EXTENDED SUPPORT- CISCO CATALYST BLADE	$ 456.85	$ 456.85			
		SWITCH 3032; SERVICE TAG NUMBER: JD09ZK1;					
		SERVICE CONTRACT TYPE: S9+GC; SERVICE					
		CONTRACT DATE: 09/25/2012, NEW CONTRACT					
		DATE: 09/25/2014; SERVICE CONTRACT TYPE:					
		S9+PSMC					
1	EA	REINSTATEMENT FEE- CISCO CATALYST BLADE	$ 199.00	$ 199.00			
		SWITCH 3032; SERVICE TAG NUMBER: JD09ZK1;					
		SERVICE CONTRACT TYPE: S9+GC; SERVICE					
		CONTRACT DATE: 09/25/2012, NEW CONTRACT					
		DATE: 09/25/2014; SERVICE CONTRACT TYPE:					
		S9+PSMC					

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#CR311025

Suggested Vendor : DELL

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from Vendor Number : 406388

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-Sep-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 18-Sep-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	DISCOUNT- DISCOUNT	$ (65.59)	$ (65.59)			
		TOTAL		*$ 1,246.12*			
		REQUESTED BY: CLAUDIA PEREZ					
		CALL NUMBER: 62722					
		QUOTE NUMBER: 1021673478520					
		FOR: EXTENDED SERVICE FOR CISCO CATALYST					
		BLADE SWITCH 3032					

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#CR311025

Suggested Vendor : DELL

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from Vendor Number : 406388

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 _____

PURCHASING AGENT

Galveston County

INFORMATION TECHNOLOGY

5WH EXTENDED SUPPORT – CATALYST BLADE SWITCHES

Who: Servers Group

What: Extended Service for the following items:

1F09ZK1	Cisco CATALYST BLADE SWITCH 3032
JD09ZK1	Cisco CATALYST BLADE SWITCH 3032

Where: IT Datacenter

When: September 16, 2013

Why: For the Dell M1000e. Integrated switching solution as part of our virtual environment. the As we increase our virtual environment, more critical servers and services are supported by the hardware listed. Extended outage and/or failure on these items can potentially hamper County's daily business operations.

How: Acquire extended support services from Dell or authorized vendor. See attached quote.

Estimated costs:

Estimated total $1,246.12 (see quote for itemization)

Charge to: ____5423000_____

Submitted by: **Claudia Perez** **Date:** **09/13/2013**

Approved by: _____ **Date:** _____

IT Director / Assistant IT Director

infra enterprise

Galveston County Information Technology

Call Report - Call Number 62722

Call Details as at 8:15:21 AM, 9/16/2013

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:**	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: Extended support renewal for Catalyst switches. See documentation

Call Dates, Times and Expenses

Logged:	9/13/2013 12:19:40 PM	**Time Solving:**	0 hrs 15 mins	**Total Expenses:**	$0.00
Last Action:	9/13/2013 1:07:36 PM	**Downtime:**	67 hrs 56 mins		

Objects

Object Name	Upload/Update Date	Description	Security Profile
Dell Extended Support_Catalyst.docx	9/13/2013 12:20:35 PM	5WH	Unspecified
County of Galveston-Quote for Power Connects EOL ext 9-4-2013 (2).xlsx	9/13/2013 12:20:49 PM	initial quote	Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
9/13/2013 12:19:40 PM	Perez, Claudia	Y	Unspecified	[Object Dell Extended Support_Catalyst.docx Uploaded] 5WH
9/13/2013 12:19:40 PM	Perez, Claudia	Y	Unspecified	[Object County of Galveston-Quote for Power Connects EOL ext 9-4-2013 (2).xlsx Uploaded] initial quote
9/13/2013 12:19:40 PM	Perez, Claudia	N	Unspecified	[Call Updated]
9/13/2013 12:21:02 PM	Perez, Claudia	N	Unspecified	[Call Forward Internally to Group (Administration)]
9/13/2013 1:07:24 PM	Allen, JJ	N	Unspecified	[Open Forwarded Call by Allen, JJ]
9/13/2013 1:07:36 PM	Allen, JJ	N	Unspecified	[Call Forward Internally to Michaels, Lauren (Administration)]

Extended Services Quote Information	
Quote #:	1021673478520

Customer Information	
Date:	September 4, 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
1F09ZK1	CATALYST BLADE SW	S9 + GD	9/25/2009	9/25/2012	S9+PSMC	9/25/2014	$ 456.85	$ 199.00	$ 655.85
JD09ZK1	CATALYST BLADE SW	S9 + GD	9/25/2009	9/25/2012	S9+PSMC	9/25/2014	$ 456.85	$ 199.00	$ 655.85

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
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

Extended Services Subtotal	$ 913.71
Reinstatement Fees	$ 398.00
Subtotal:	**$ 1,311.71**
Discounts Applied	$ 65.59
Total:	**$ 1,246.12**

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.

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

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[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.

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AGENDA ITEM #25.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 9/18/13	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: Yes / (No)
4. Department Name: Information Technology	5. Department Contact: JJ Allen	
6. Description:	Cisco Prime Infrastructure 1.2 major upgrade, replacing Cisco Works because it's end of life.	
7. IFAS PEID No: 401999	8. IFAS Req No: CR310499	9. Orgkey: 1101159100 / 10. Object Code: 5751006
11. Vendor: Tiger Direct	12. Vendor Contract No:	
13. Requested Legal Review: (Yes) / No (Explain if No)		

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Infrastructure Refresh	5751006	$373,480.21	$19,016.94				
22. Totals:		$373,480.21	$19,016.94	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: TBD	Auto Renewal Contract: Yes / (No)	Bid No: N/A
Contract End Date: TBD	Contract # Issued By Purchasing: CM13353	

Oct 1 will be listed in Contract Management, Dates will Change to Install Date for 1yr support
DJ

Approved By:	Signature	Date
~~Department Head:~~		9/18/2013
Purchasing Agent:		9-24-13
County Legal:		09/24/2013

Contract listed in Budget Documentation: YES NO

County Budget Office:

Budget Available and Funds are/will be Available: (YES) NO

County County Auditor:

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 30-Aug-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 5-Sep-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	CISCO- R-PI12-UP-K9; LMS 2.X/3.X TO CISCO PRIME	0.01	0.01			
		INFRASTRUCTURE 1.2 MAJOR UPGRADE					
1	EA	CISCO- L-PI12-300-UP; LMS 2.X/3.X TO PRIME	12,219.28	12,219.28			
		INFRASTRUCTURE 1.2 MAJOR UPGRADE 300					
		DEVICE					
1	EA	CISCO- CON-SAU-PI1130; SW APP SUPP + UPGR	4,003.48	4003.48			
		LMS 4.X TO PI 1.X MINOR UPG 300 DEVICE					
1	EA	CISCO- R-W-PI12-M-K9; WCS 7.0 TO CISCO PRIME	0.01	0.01			
		INFRASTRUCTURE 1.2 MIGRATION					
1	EA	CISCO- CON-SAU-PI12LF1H; SW APP SUPP + UPGR	1458.14	1458.14			
		PI 1.2- LIFECYCLE- 100 DEVICE LIC					
1	EA	licenses - L-W - PI12 - 100 - M	1326.15	1326.15			
		TOTAL		19,016.94			
		REQUESTED BY: DAVID GRULLON					
		CALL NUMBER: 59129					
		FOR: CISCO PRIME INFRASTRUCTURE 1.2 MAJOR					
		UPGRADE, REPLACEING CISCO WORKS BECAUSE					
		IT'S END OF LIFE					

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 : 11011591005751006

CR#CR310499

Suggested Vendor : ~~BIDCON~~ Tiger Direct

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from Vendor Number : 401999

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 _____

PURCHASING AGENT

INFORMATION
TECHNOLOGY

5WH–CISCO PRIME INFRASTRUCTURE 1.2

What:
Cisco Prime Infrastructure 1.2 Major Upgrade

Who:
IT/David Grullon

Where:
CHM County Wide

When:

ASAP

Why:
Preplacing Cisco Works because it is End Of Life

How:

Procure from qualified vendor

Planned Costs:	*Item / Description*	*Qty*	*Total $*
	R-PI12-UP-K9 / LMS 2.x/3.x to Cisco Prime Infrastructure 1.2 Major Upgrade	**1**	
	L-PI12-300-UP / LMS 2.x/3.x to Prime Infrastructure 1.2 Maj Upg 300 Device	**1**	
	CON-SAU-PI1130 / SW APP SUPP + UPGR LMS 4.x to PI 1.x Minor Upg 300 Device	**1**	
	R-WCS-PI11-M-K9 / WCS 7.0 to Cisco Prime Infrastructure 1.2 Migration	**1**	
	CON-SAU-PI11100 / W APP SUPP + UPGR PI 1.1 Software - 100 Device Base Lic	**1**	
			$28,958.00

Charge to: 5751006

Submitted by: **David Grullon** **Date:** **08/19/2013**

Approved by: _____ **Date:** ___/___/**2013**
IT Director / Assistant IT Director

infra enterprise

Galveston County Information Technology

Call Report - Call Number 59129

Call Details as at 4:24:08 PM, 8/29/2013

Call Details

Type:	Request/Service		
Call Ref/Job Ref:	/	**Customer:**	Allen, JJ
IPK Status:	Service Request	**Customer VIP Status:**	VIP Admin
IPK Stream:	Default	**Telephone:**	409-770-6013
Service:	PURCHASE REQUEST	**Organization:**	Information Technology
Config Item:	PURCHASING PO	**Location:**	Courthouse Main
Outage Created:	N	**Logged By:**	Infraenterprise, Infra
Call Priority:	Low	**Current Officer:**	Michaels, Lauren
Call State:	Open	**Current Group:**	Administration
Call Status:	Pending user update	**Forward to Officer:**	
Call Physical Status:	In Progress	**Forward to Group:**	
Call Description:	FW: 5WH - Cisco Prime Infrastructure 1.2		

Call Dates, Times and Expenses

Logged:	7/12/2013 8:58:37 AM	**Time Solving:**	1 hr 15 mins	**Total Expenses:**	$0.00
Last Action:	8/29/2013 4:23:31 PM	**Downtime:**	1082 hrs 40 mins		

Objects

Object Name	Upload/Update Date	Description	Security Profile
5WH - Cisco Prime Infrastructure 1.2.pdf	7/12/2013 8:58:37 AM		Unspecified
Galveston Co- Quote for Prime migration.pdf	7/12/2013 8:58:37 AM		Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
7/12/2013 8:58:37 AM	Infraenterprise, Infra	N	Unspecified	[Object Uploaded (5WH - Cisco Prime Infrastructure 1.2.pdf) by Infraenterprise, Infra]
7/12/2013 8:58:37 AM	Infraenterprise, Infra	N	Unspecified	[Object Uploaded (Galveston Co- Quote for Prime migration.pdf) by Infraenterprise, Infra]
7/12/2013 8:58:37 AM	Infraenterprise, Infra	N	Unspecified	[Call Forward Internally to Group (Tier 1) by workflow rule Route calls from Service Desk] [Call Logged via Email {InfraEnterprise/EMCINFRA}]
7/12/2013 8:58:37 AM	Infraenterprise, Infra	N	Unspecified	[Notifications by workflow rule(s)] Workflow Rule: Notify Customer Recipients: Allen, JJ Workflow Rule: Oncall Recipients: Oncall
7/12/2013 9:00:13 AM	Lucas, Freda	N	Unspecified	[Open Forwarded Call by Lucas, Freda]
7/12/2013 9:00:13 AM	Lucas, Freda	N	Unspecified	[Call Updated] [IPK Status changed from Incident to Service Request]
7/12/2013 9:00:58 AM	Lucas, Freda	N	Unspecified	[Call Forward Internally to Allen, JJ (Administration)] [Forward to 2nd level support]
7/12/2013 9:00:58 AM	Lucas, Freda	N	Unspecified	[Notifications by workflow rule(s)] Workflow Rule: Notify Customer Recipients: Allen, JJ
7/12/2013 9:27:48 AM	Allen, JJ	N	Unspecified	[Open Forwarded Call by Allen, JJ]

7/12/2013 9:27:59 AM	Allen, JJ	N	Unspecified	[Call Forward Internally to Michaels, Lauren (Administration)]
7/12/2013 10:13:02 AM	Michaels, Lauren	N	Unspecified	[Open Forwarded Call by Michaels, Lauren]
7/12/2013 10:57:00 AM	Michaels, Lauren	N	Unspecified	[Call Updated] FILLED OUT THE PR, ENTERED INTO IFAS, AND EMAILED TO PURCHASING AS A BIDCON. CR308911
7/12/2013 10:58:04 AM	Michaels, Lauren	N	Unspecified	[Call Deferred : In progress] [In progress]
7/12/2013 3:02:01 PM	Gee, Katina	N	Unspecified	[Call Actioned by Gee, Katina]
7/12/2013 3:02:01 PM	Gee, Katina	N	Unspecified	[Call Forward Internally to Michaels, Lauren (Administration)]
7/12/2013 3:59:16 PM	Michaels, Lauren	N	Unspecified	[Open Forwarded Call by Michaels, Lauren]
7/12/2013 3:59:27 PM	Michaels, Lauren	N	Unspecified	[Call Deferred : In progress]
8/12/2013 12:44:09 PM	Michaels, Lauren	N	Unspecified	[Call Actioned by Michaels, Lauren]
8/12/2013 12:44:09 PM	Michaels, Lauren	N	Unspecified	[Call Updated] Sent over the quotes to David G. I spoke with him this morning about letting me know which vendor he'd like to go with, he informed me that he is speaking with Cisco and they have some concerns about the quotes. He will let me know which one he'd like to go with after confirming with Cisco.
8/12/2013 12:45:36 PM	Michaels, Lauren	N	Unspecified	[Call Deferred : Pending user update] [Pending user update]
8/29/2013 4:23:31 PM	Michaels, Lauren	N	Unspecified	[Call Actioned by Michaels, Lauren]

Line Number	Item Name	Description	Service Duration	Lead Time	Included Item	QTY	List Price	Extended ListPrice	Discount %	Selling Price
1.0	**R-PI12-UP-K9**	LMS 2.x/3.x to Cisco Prime Infrastructure 1.2 Major Upgrade	N/A	21 days	No	1	0.00	0.00	0	0.00
1.1	L-PI12-300-UP	LMS 2.x/3.x to Prime Infrastructure 1.2 Maj Upg 300 Device	N/A	21 days	No	1	20,225.00	20,225.00	0	20,225.00
1.1.0.1	CON-SAU-PI11300	SW APP SUPP + UPGR LMS 4.x to PI 1.x Minor Upg 300 Device	12 month(s)	N/A	No	1	4,939.00	4,939.00	0	4,939.00
									SubTotal	**25,164.00**
2.0	**R-W-PI12-M-K9**	WCS 7.0 to Cisco Prime Infrastructure 1.2 Migration	N/A	14 days	No	1	1,995.00	1,995.00	0	1,995.00
2.1.0.1	CON-SAU-PI12LF1H	SW APP SUPP + UPGR PI 1.2 - Lifecycle - 100 Device Lic	12 month(s)	N/A	No	1	1,799.00	1,799.00	0	1,799.00
									SubTotal	**3,794.00**
									Configset Total	**28,958.00**

Grullon, David

From: Grullon, David
Sent: Monday, August 19, 2013 3:01 PM
To: HEAT
Cc: Allen, JJ
Subject: 5WH - 5WH - SSL Cert for ras
Attachments: 5WH - Cisco Prime Infrastructure 1.2_Revised.pdf

Good Afternoon,

Attached is a pdf to request Cisco Prime Infrastructure 1.2 (Revised)
Original form located: W:\Commo\5WH or click \\svrgc\itdata.wp\commo\5wh

Thanks!

David Grullon
Communications
Sr. Network Engineer
Galveston County
Information Technology
722 Moody Ste 202
Galveston, TX 77550
409.766.2446 Office
409.682.1309 Cell
409.765.3144 Fax
david.grullon@co.galveston.tx.us
www.co.galveston.tx.us

Grullon, David

From: Service Desk
Sent: Monday, August 19, 2013 3:01 PM
To: Grullon, David
Subject: infraEnterprise Call : 61362 : DB : InfraEnterprise

Email From infraEnterprise

Call 61362 has been opened with the Service Desk on your behalf. You may keep track of this call on our Customer Portal by clicking on the following link:http://EMCINFRA/InfraEnterprise/infraEnterprise.aspx?LITE&USER_ID=GRULLON&DATABASE=InfraEnterprise&Form=CILITEVIEWCALL&CALL_NUMBER=61362

Customer Grullon, David
Telephone 409-766-2446
Organization Information Technology
Logged at 8/19/2013 3:01 PM

Call Status Undefined
Event Call Workflow Notification

Description
5WH - 5WH - SSL Cert for ras
Good Afternoon,

Attached is a pdf to request Cisco Prime Infrastructure 1.2 (Revised)

Original form located: W:\Commo\5WH or click \\svrgc\itdata.wp\commo\5wh <file:///\\svrgc\itdata.wp\commo\5wh>

Thanks!

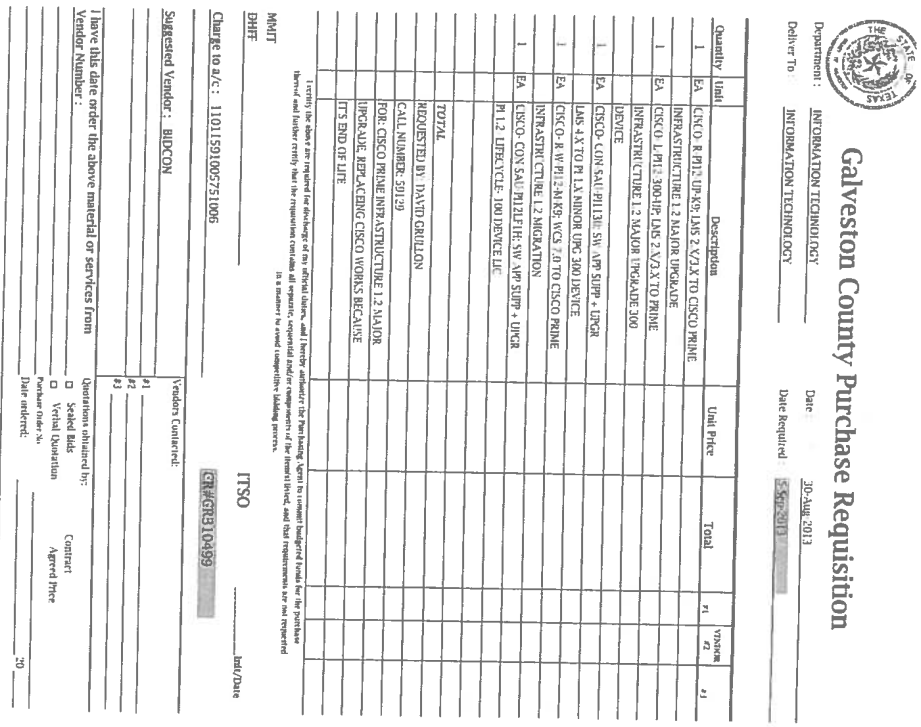
David Grullon
Communications
Sr. Network Engineer
Galveston County
Information Technology
722 Moody Ste 202
Galveston, TX 77550
409.766.2446 Office
409.682.1309 Cell

Xerox WorkCentre 7345
Transmission Report

Date & Time : 08/30/2013 11:04 AM
Page : 1(Last Page)

Document has been sent.

Job Date & Time 08/30/2013 11:04 AM



Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY
Date : 30-Aug-2013
Deliver To : INFORMATION TECHNOLOGY
Date Required : 5-Sep-2013

Quantity	Unit	Description	Unit Price	Total	VENDOR #1	VENDOR #2	#3
1	EA	CISCO R-PI12-UP-K9; LMS 2.X/3.X TO CISCO PRIME					
		INFRASTRUCTURE 1.2 MAJOR UPGRADE					
1	EA	CISCO L-PI12-300-UP; LMS 2.X/3.X TO PRIME					
		INFRASTRUCTURE 1.2 MAJOR UPGRADE 300					
		DEVICE					
1	EA	CISCO- CON SAU-PI1130; SW APP SUPP + UPGR					
		LMS 4.X TO PI 1.X MINOR UPG 300 DEVICE					
1	EA	CISCO- R-W-PI12-M-K9; WCS 7.0 TO CISCO PRIME					
		INFRASTRUCTURE 1.2 MIGRATION					
1	EA	CISCO- CON SAU-PI12LFIH; SW APP SUPP + UPGR					
		PI 1.2 LIFECYCLE- 100 DEVICE LIC					
		TOTAL					
		REQUESTED BY: DAVID GRULLON					
		CALL NUMBER: 59129					
		FOR: CISCO PRIME INFRASTRUCTURE 1.2 MAJOR					
		UPGRADE, REPLACEING CISCO WORKS BECAUSE					
		ITS END OF LIFE					

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 : 11011591005751006 CR#GR310499

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
08/30/2013 11:04 AM	prodoc@co.galveston.tx.us	Completed
08/30/2013 11:04 AM	Erin.Quiroga@co.galveston.tx.us	Completed
08/30/2013 11:04 AM	IT-Admin@co.galveston.tx.us	Completed

Email reprinted on **9/19/2013**

TigerDirect.com
BUSINESS TO BUSINESS

Quote No. J5139010
Expires: 10/18/2013 12:00:00 AM

Bill To:

Erin Quiroga
GALVESTON COUNTY IT DEPT
PO BOX 1418
ACCOUNTS PAYABLE
GALVESTON, TX 77551
4097705391

Ship To:

Community Supervision
123 Rosenberg

Galveston, TX 77550
4097705391

Dear Erin Quiroga,

This email contains your quote summary. Should you have any additional questions or wish to complete your order, please feel free to call us at Phone:(855) 890-4149. Please refer to quote number J5139010 when contacting us for assistance.

Regards,

Alexander Tomsheck
Phone:(855) 890-4149
Fax:
Alexander.Tomsheck@tigerdirect.com
TigerDirectB2B

Sku	Manuf Part No	Sku Description	Unit Price	Qty	Total
YYT1-10909998	R-PI12-UP-K9	Cisco Prime Infrastructure Major Release Upgrade - (v. 1.2) - product upgrade license - 1 license - upgrade from CiscoWorks LAN Management Solution 2.x/3.x - delivered via electronic distribution	$ 0.01	1	$0.01
YYT1-10910171	L-PI12-300-UP	Cisco Prime Infrastructure Major Release Upgrade - (v. 1.2) - product upgrade license - 300 devices - upgrade from CiscoWorks LAN Management Solution 2.x/3.x - electronic	$ 12,219.28	1	$12,219.28
YYT1-10125560	CON-SAU-PI11300	Cisco Software Application Support Plus Upgrades (SASU) - Technical support - phone consulting - 1 year - 24x7 - for R-PI1.1-300-MR-K9	$ 4,003.48	1	$4,003.48
YYT1-10909412	R-W-PI12-M-K9	Cisco Prime Infrastructure - (v. 1.2) - migration license - 1 license - upgrade from Cisco Wireless Control System 7.x - delivered via electronic distribution	$ 0.01	1	$0.01
YYT1-10925545	L-W-PI12-100-M	Cisco Prime Infrastructure - (v. 1.2) - migration license - 100 devices - upgrade from Cisco Wireless Control System - electronic	$ 1,326.15	1	$1,326.15
YYT1-10920859	CON-SAU-PI12LF1H	SW APP SUP+UPG PI 1.2 LIFECYCLE 100 DEV	$ 1,458.14	1	$1,458.14

Purchase Order:

Shipping Method	Ground (2 to 6 days)
Total for all Items	$ 19,007.07
Shipping & Handling:	$ 9.87
Sales Tax:	$ 0.00
Quote Total:	**$ 19,016.94**

Lease Payments as low as $498.56/mo.
**Click here for details
or contact your account manager.

Payment Method: Open Account

Ask your agent about installation. We now offer expert hardware and software deployment services. No job is too big for us to handle from a simple small network to an enterprise level rollout.

Thank you for the opportunity to provide you with the pricing and information above.

Terms & Conditions

- Sales tax will be charged where applicable unless a tax-exempt certificate is on file.
- Special buy prices are subject to change without notice in the event the manufacturer/supplier raises the price. Prices are subject to change on any Instant Rebate item.
- This offer shall be valid for 1 day. Because of market volatility, memory & CPU pricing are only valid for the same day as quotation, unless otherwise stated on this quote.
- This offer is contingent on quantity restrictions and is subject to product availability.
- Original or faxed copy of the purchase order is required on all PO orders.
- A Return Authorization Number (RMA) is required on all returns. The RMA can only be issued within 30 days of the original ship date. We reserve the right to charge a 15% re-stocking fee where applicable.
- Returns of defective and mis-picked software and some hardware are limited to exchanges only. Some defective hardware covered by the manufacturer's warranty must be handled directly through the respective manufacturer.
- All sales are final on special ordered items (no return, exchanges, or refunds).
- Shipping charges are contingent on quantity orders, total weight of products and unusual size.

TigerDirectB2B is not responsible for typographical errors or omissions. This email was sent to erin.quiroga@co.galveston.tx.us in response to
Order # J5139010.

Note that TigerDirectB2B never sells, rents, or shares your email address. For more information, please review the TigerDirectB2B Privacy Policy at: http://biz.tigerdirect.com/sectors/aboutus/privacy.asp

For Merchandise Returns: c/o TigerDirect Warehouse - 175 Ambassador Drive, Naperville, IL 60540

Copyright © 2013 - TigerDirect, Inc. 7795 West Flagler Street, Suite 35, Miami, FL 33144 (Corporate Headquarters: No Mail or Returns Accepted)
LEGAL NOTICES | PRIVACY POLICY

Michaels, Lauren

From: Grullon, David
Sent: Friday, September 13, 2013 3:47 PM
To: Michaels, Lauren
Subject: FW: Your TigerDirectB2B Quote# J5139010

From: Quiroga, Erin
Sent: Thursday, September 12, 2013 1:33 PM
To: Grullon, David
Subject: RE: Your TigerDirectB2B Quote# J5139010

No problem!

Thanks!
Erin Quiroga, CPPB
Senior Buyer
722 Moody, 5th Floor
Galveston, TX 77550
P-409-770-5391
F-409-766-2521

From: Grullon, David
Sent: Thursday, September 12, 2013 9:49 AM
To: Quiroga, Erin
Subject: RE: Your TigerDirectB2B Quote# J5139010

Ok! Good to Go.
Please make sure tigerdirect.com change the Ship to: 722 Moody

Thanks!

From: Quiroga, Erin
Sent: Thursday, September 12, 2013 8:47 AM
To: Grullon, David
Subject: FW: Your TigerDirectB2B Quote# J5139010
Importance: High

Good Morning David.
Please review the revised quote from Tiger Direct and let me know if this quote is good to go.
I realize that this quote is higher than SCW. I've contacted SCW over your concerns about them missing line item one. They replied that their original quote had everything we requested.
Now, I must tell you that after reviewing the original specifications IT ADMIN provided and the quote from SCW, I'm not comfortable saying they are "apples to apples".
That being said, I'm giving permission to go with the next lowest quote (which would be Tiger Direct) as long as the quote listed below is everything you need.

Please let me know if you have any questions.

CI2310499

Southern Computer Warehouse
1395 S Marietta Parkway
Building 300-106
Marietta, Georgia 30067
United States
http://www.scw.com

Quotation

Date
Sep 5, 2013 2:32 PM EDT

Doc #
817570 - rev 1 of 1

Description
CISCO PRIME INFRASTRUCTURE

SalesRep
Reardon, Josh
(P) 770-579-8927 ext. 291

Customer Contact
Quiroga, Erin
(P) 409-770-5391
(F) 409-766-2521
Erin.Quiroga@co.galveston.tx.us

Customer
Galveston County TX (GT4418)
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	Unit Price	Total
1	Cisco Prime Infrastructure Major Release Upgrade (v. 1.2) - product upgrade license - 300 devices - upgrade from CiscoWorks LAN Management Solution 2.x/3.x - electronic	L-PI12-300-UP	1	$12,186.86	$12,186.86
2	Cisco Software Application Support Plus Upgrades (SASU) Technical support - phone consulting - 1 year - 24x7 - for R-PI1.1-300-MR-K9	CON-SAU-PI11300	1	$4,012.94	$4,012.94
3	Cisco Prime Infrastructure (v. 1.2) - migration license - 100 devices - upgrade from Cisco Wireless Control System - electronic	L-W-PI12-100-M	1	$1,343.29	$1,343.29
4	Cisco Software Application Support Plus Upgrades (SASU) Technical support - phone consulting - 1 year - 24x7 - for L-W-PI12-100-M, L-N-PI12-100-M, L-PI12-LF-100, L-PI12-100-UP, L-P-PI12-100-M, L-PI12-100-M - for P/N: L-PI12-100-UP, L-PI12-LF-100, L-PI12-LF-100-LIC, L-P-PI12-100-M, L-W-PI12-100-M	CON-SAU-PI12LF1H	1	$1,461.69	$1,461.69

Subtotal: $19,004.78
Shipping: $0.00
Total: $19,004.78

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.

CR310499

GovConnection™
IT Solutions for Government and Education

7503 Standish Place
Rockville, MD 20855

QUOTATION

Quote # 23500089.01

PLEASE REFER TO THE ABOVE QUOTE NUMBER WHEN ORDERING

Date: September 10, 2013
Valid through: October 10, 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	R5110

*	Line #	Qty	Item #	Manuf. Part #	Description	Price	Ext
	1	1		L-PI12-300-UP	LMS 2.x/3.x to Prime Infrastructure 1.2 Maj Upg 300 Device Cisco	$12,438.74	$12,438.74
	2	1		R-PI12-UP-K9	LMS 2.x/3.x to Cisco Prime Infrastructure 1.2 Major Upgrade Cisco		$0.00
	3	1		CON-SAU-PI12LMSU	SW APP SUPP + UPGR NULL SKU-No line item services included Cisco		$0.00
	4	1		CON-SAU-PI11300	SW APP SUPP + UPGR LMS 4.x to PI 1.x Minor Upg 300 Device Cisco	$4,032.64	$4,032.64
	5	1		L-PI12-LF-300-LIC	Prime Infrastructure 1.2 - Lifecycle - 300 Device Lic PAK Cisco		$0.00
	6	1		L-PILMS42-300-U	Prime Infrastructure LMS 4.2 - 300 Device Maj Upg Lic Cisco		$0.00
	7	1		R-PI12-BASE-K9	Prime Infrastructure 1.2 Base License and Software Cisco		$0.00
	8	1	16073917	CON-SAU-PI12BASE	SW APP SUPP + UPGR NULL SKU-No line item services included Cisco/Service	$0.00	$0.00
	9	1		L-W-PI12-100-M	WCS to Prime Infrastructure 1.2 Migration 100 Device Cisco	$1,349.97	$1,349.97
	10	1	15167807	R-W-PI12-M-K9	WCS 7.0 to Cisco Prime Infrastructure 1.2 Migration Cisco-License	$0.00	$0.00
	11	1		CON-SAU-PI12WCSM	SW APP SUPP + UPGR NULL SKU-No line item services included Cisco		$0.00

GovConnection™
IT Solutions for Government and Education

7503 Standish Place
Rockville, MD 20855

QUOTATION

Quote # 23500089.01

PLEASE REFER TO THE ABOVE QUOTE NUMBER WHEN ORDERING

Date: September 10, 2013
Valid through: October 10, 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	R5110

*	Line #	Qty	Item #	Manuf. Part #	Description	Price	Ext
	12	1		CON-SAU-PI12LF1H	WCS to Prime Infrastructure 1.2 Migration 100 Device Cisco	$1,468.87	$1,468.87
	13	1		R-PI12-BASE-K9	Prime Infrastructure 1.2 Base License and Software Cisco		$0.00
	14	1	16073917	CON-SAU-PI12BASE	SW APP SUPP + UPGR NULL SKU-No line item services included Cisco/Service	$0.00	$0.00
	15	1		L-PI12-LF-100-LIC	Prime Infrastructure 1.2 - Lifecycle - 100 Device Lic PAK Cisco		$0.00

GovConnection™
IT Solutions for Government and Education

7503 Standish Place
Rockville, MD 20855

QUOTATION

Quote # 23500089.01

PLEASE REFER TO THE ABOVE QUOTE NUMBER WHEN ORDERING

Date: September 10, 2013
Valid through: October 10, 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	R5110

*	Line #	Qty	Item #	Manuf. Part #	Description	Price	Ext
	16	1		L-PILMS42-100-M	Prime Infrastructure LMS 4.2 - 100 Device Upgrade Lic Cisco		$0.00
		Lines:	7			Total Merchandise	$19,290.22
						Fee	
						Ship Via: Small Pkg Ground Service Level	. pounds
						Shipping and Handling	$0.00
						Tax	
						TOTAL	**$19,290.22**
						* Lease for as low as:	

GovConnection™
IT Solutions for Government and Education

ORDERING INFORMATION:
GovConnection, Inc.
TCPN
Contract # R5110

EXPIRATION:	**10/31/2013**
TERMS:	**NET 30**
FOB POINT:	**DESTINATION (within Continental US)**
MAXIMUM ORDER LIMITATION:	**NONE**
DELIVERY TIME:	**1-30 DAYS ARO**
FEIN:	**52-1837891**
DUNS NUMBER:	**80-967-8782**
BUSINESS SIZE:	**LARGE**

Ordering Address:
GovConnection, Inc.
732 Milford Rd.
Merrimack, NH 03054

Remittance Address:
GovConnection, Inc.
PO Box 382810
Pittsburgh, PA 15250-8810

Sales: 800-800-0019

If you require a hard copy invoice for your credit card order, please visit the link below to print one:
https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm

Quiroga, Erin

CR310499

From: DiGennaro Peter [PDiGennaro@govconnection.com]
Sent: Tuesday, September 10, 2013 10:36 AM
To: Quiroga, Erin
Subject: RE: CR310499 Specs
Attachments: GCI Quote#23500089_01.pdf

Good Morning Erin,

Sorry for the wait. Please see the attached quote. The line items with no price are included as part of a bundle. I've listed all components so you know what is included. The final price is for all items listed.

Regards,

Peter

-----Original Message-----
From: Quiroga, Erin [mailto:Erin.Quiroga@co.galveston.tx.us]
Sent: Tuesday, September 10, 2013 10:27 AM
To: DiGennaro Peter
Subject: FW: CR310499 Specs
Importance: High

Good Morning,
Are you able to provide a quote on these items?

Please let me know as soon as possible.

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: Quiroga, Erin
Sent: Wednesday, September 04, 2013 9:31 AM
To: 'DiGennaro Peter'
Subject: CR310499 Specs
Importance: High

Please provide me with a quote on the products listed in the attachment no later than 09/05/13 at 2:00pm CST.

AGENDA ITEM #26.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 9/24/2013	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: Yes / (No)
4. Department Name: Information Technology	5. Department Contact: JJ Allen	
6. Description:	Cisco 5508 wireless controller up to 25 PAS wifi wireless controller replaceing EOL 4402S	
7. IFAS PEID No: 700678	8. IFAS Req No: CR311173	9. Orgkey: 1101159100 / 10. Object Code: 5751006
11. Vendor: Datavox	12. Vendor Contract No:	
13. Requested Legal Review: (Yes) / No (Explain if No)		

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Infrastructure Refresh	5751006	$373,480.21	$11,153.70				
22. Totals:		$373,480.21	$11,153.70	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: TBD	Auto Renewal Contract: Yes / (No)	Bid No: N/A
Contract End Date: TBD	Contract # Issued By Purchasing: CM13355	

Oct 1 will be listed in Contract Management Date will change to Install Date DTO

Approved By:	Signature	Date
~~Department Heads~~		9/24/2013
Purchasing Agent:		9-24-2013
County Legal:		09/24/2013
Contract listed in Budget Documentation: YES NO		
County Budget Office:		9/24/2013
Budget Available and Funds are/will be Available: YES NO		
County County Auditor:		

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 20-Sep-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 24-Sep-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	WIRELESS CONTROLLER- AIR-CT5508-25-KP- CISCO	$ 8,637.30	$ 8,637.30			
		5508 SERIES WIRELESS CONTROLLER FOR UP TO					
		25 APS					
1	EA	CISCO- CON-SNT-CT0825- SMARTNET 8X5XNBD	$ 1,663.20	$ 1,663.20			
		CISCO 5508 SERIES					
1	EA	CISCO- SWC5500K9-74- CISCO UNIFIED WIRELESS	$ -	$ -			
		CONTROLLER SW RELEASE 7.4					
1	EA	CISCO- AIR-PWR-CORD-NA- AIR LINR CORD	$ -	$ -			
		NORTH AMERICA					
1	EA	CISCO- LIC-CT5508-25- 25 AP BASE LICENSE	$ -	$ -			
1	EA	CISCO- LIC-CT5508-BASE- BASE SOFTWARE	$ -	$ -			
		LICENSE					
4	EA	CISCO- GLC-T=- 1000BASE-T-SFP	$ 213.30	$ 853.20			
		TOTAL		***$ 11,153.70***			
		REQUESTED BY: DAVID GRULLON					
		CALL NUMBER: 61973					
		QUOTE NUMBER: OP28537					
		FOR: CISCO 5508 WIRELESS CONTROLLER UP TO					
		25 PAS WIFI WIRELESS CONTROLLER REPLACING					
		EOL 4402S					

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 : 11011591005751006

CR#CR311173

Suggested Vendor : DATAVOX

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from Vendor Number : 700678

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 _____

PURCHASING AGENT

INFORMATION
TECHNOLOGY

5WH- CISCO 5508 WLC

What:
Cisco 5508 Series Wireless Controller for up to 25 APs - network management device.

Who:
IT/David Grullon

Where:
CHM County Wide

When:
ASAP

Why:
WiFi Wireless Controller replacing EOL 4402s

How:
Procure Quantity 1-2 from qualified vendor

Planned Costs:	*Item / Description*		*Qty*	*Sub-Total $*
	AIR-CT5508-25-K9	Cisco 5508 Series Wireless Controller for up to 25 APs	1	$15,995.00
	CON-SNT-CT0825	SMARTNET 8X5XNBD Cisco 5508 Series	1	$2,079.00
	GLC-T=	1000BASE-T SFP	4	$289.99
	---------->	Cisco List Pricing <------Total	1	**$18,469.00**

http://www.cdw.com/shop/products/Cisco-5508-Wireless-Controller-network-management-device/1781057.aspx

CDW Web Pricing $13,195.97

Charge to: 5751006

Submitted by: David Grullon **Date:** 09/03/2013

Approved by: _____ **Date:** ___/___/2013
IT Director / Assistant IT Director

infra enterprise

Galveston County Information Technology
Call Report - Call Number 61973

Call Details as at 4:15:20 PM, 9/16/2013

Call Details

Type:	Assis/Infor/Gener		
Call Ref/Job Ref:	/	**Customer:**	Grullon, David
IPK Status:	Service Request	**Customer VIP Status:**	Unspecified
IPK Stream:	Default	**Telephone:**	409-766-2446
Service:	PURCHASE REQUEST	**Organization:**	Information Technology
Config Item:	PURCHASING PO	**Location:**	Courthouse Main
Outage Created:	N	**Logged By:**	Infraenterprise, Infra
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: 5WH - Cisco WLC 5508 Attached is a pdf to request for 5WH -Cisco WLC 5508.Original form located: W:\Commo\5WH or click \\svrgc\itdata.wp\commo\5wh <file:///\\svrgc\itdata.wp\commo\5wh>

Call Dates, Times and Expenses

Logged:	9/3/2013 8:54:54 AM	**Time Solving:**	0 hrs 16 mins	**Total Expenses:**	$0.00
Last Action:	9/16/2013 4:14:02 PM	**Downtime:**	319 hrs 21 mins		

Objects

Object Name	Upload/Update Date	Description	Security Profile
5WH - Cisco WLC 5508.pdf	9/3/2013 8:54:54 AM		Unspecified
8-29-13 Gal Cnty WC 4497299-29082013.xls	9/3/2013 8:54:54 AM		Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
9/3/2013 8:54:54 AM	Infraenterprise, Infra	N	Unspecified	[Object Uploaded (5WH - Cisco WLC 5508.pdf) by Infraenterprise, Infra]
9/3/2013 8:54:54 AM	Infraenterprise, Infra	N	Unspecified	[Object Uploaded (8-29-13 Gal Cnty WC 4497299-29082013.xls) by Infraenterprise, Infra]
9/3/2013 8:54:54 AM	Infraenterprise, Infra	N	Unspecified	[Call Forward Internally to Group (Service Desk)] [Call Logged via Email {InfraEnterprise/EMCINFRA}]
9/3/2013 8:54:54 AM	Infraenterprise, Infra	N	Unspecified	[Notifications by workflow rule(s)] Workflow Rule: Notify Customer Recipients: Grullon, David Workflow Rule: Oncall Recipients: Oncall
9/3/2013 9:06:43 AM	Lucas, Freda	N	Unspecified	[Open Forwarded Call by Lucas, Freda]
9/3/2013 9:07:50 AM	Lucas, Freda	N	Unspecified	[Call Updated] [IPK Status changed from Incident to Service Request]
9/3/2013 9:07:50 AM	Lucas, Freda	N	Unspecified	[Call Forward Internally to Group (Administration)] [Forward to 2nd level support]
9/3/2013 9:07:50 AM	Lucas, Freda	N	Unspecified	[Notifications by workflow rule(s)] Workflow Rule: Notify Customer Recipients: Grullon, David
9/3/2013 9:31:59 AM	Allen, JJ	N	Unspecified	[Open Forwarded Call by Allen, JJ]
9/16/2013 8:49:41 AM	Allen, JJ	N	Unspecified	[Call Actioned by Allen, JJ]

9/16/2013 8:49:58 AM	Allen, JJ	N	Unspecified	[Call Forward Internally to Michaels, Lauren (Administration)]
9/16/2013 9:10:47 AM	Michaels, Lauren	N	Unspecified	[Open Forwarded Call by Michaels, Lauren]
9/16/2013 12:30:56 PM	Michaels, Lauren	N	Unspecified	[Call Actioned by Michaels, Lauren]
9/16/2013 12:31:05 PM	Michaels, Lauren	N	Unspecified	[Call Deferred : Undefined] [Undefined]
9/16/2013 4:14:02 PM	Michaels, Lauren	N	Unspecified	[Call Actioned by Michaels, Lauren]

Line Number	Item Name	Description	Service Duration	Lead Time	Quantity	ListPrice	Extended ListPrice	Selling Price
1.0	**AIR-CT5508-25-K9**	Cisco 5508 Series Wireless Controller for up to 25 APs	N/A	14 days	2	15,995.00	31,990.00	31,990.00
1.0.1	CON-SNT-CT0825	SMARTNET 8X5XNBD Cisco 5508 Series	12 month(s)	N/A	2	2,079.00	4,158.00	4,158.00
							SubTotal	**36,148.00**
2.0	**GLC-T=**	1000BASE-T SFP	N/A	14 days	8	395.00	3,160.00	3,160.00
							SubTotal	**3,160.00**
							Configset Total	**39,308.00**

Quotation

Prepared By:
Chris Butler
Phone: (713) 881-7439
chrisb@datavox.net

Date:	**19-Sep-2013**
Expires:	**30 Days**
Quote #:	**OP28537**

Prepared For:
Galveston County
David Grullon
Phone: 409-766-2446
David.Grullon@co.galveston.tx.us

Direct Pricing Summary	Total
Product	$ 9,490.50
Maintenance (1 Year)	$ 1,663.20
Total (Excludes Sales Tax & Shipping)	$ 11,153.70

Cisco 5508 Quote

General Description	SKU	Part Description	Qty	Lead Time	Unit Price	Ext Price
Cisco 5508	AIR-CT5508-25-K9	Cisco 5508 Series Wireless Controller for up to 25 APs	1	14 Days	$ 8,637.30	$ 8,637.30
	CON-SNT-CT0825	SMARTNET 8X5XNBD Cisco 5508 Series	1	14 Days	$ 1,663.20	$ 1,663.20
	SWC5500K9-74	Cisco Unified Wireless Controller SW Release 7.4	1	14 Days	$ -	$ -
	AIR-PWR-CORD-NA	AIR Line Cord North America	1	14 Days	$ -	$ -
	LIC-CT5508-25	25 AP Base license	1	14 Days	$ -	$ -
	LIC-CT5508-BASE	Base Software License	1	14 Days	$ -	$ -
Cisco 5508 Total					$ 10,300.50	$ 10,300.50
Cisco SFP	GLC-T=	1000BASE-T SFP	4	14 Days	$ 213.30	$ 853.20
Cisco SFP Total					$ 213.30	$ 853.20
Grand Total					**$ 10,513.80**	**$ 11,153.70**

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CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DSCC655	3269894	9/19/2013

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: DAVID GRULLON 409.766.2446

Customer P.O. # CISCO 9/19 QUOTE

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

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1781057	CISCO 5508 SER WRLS CNTRLR-UP 25APS Mfg#: AIR-CT5508-25-K9 Contract: Texas Cisco DIR SDD 1381 Gov DIR-SDD-1381	8,877.23	8,877.23
1	1784572	CISCO SMARTNET 8X5XNBD Mfg#: CON-SNT-CT0825 Contract: Texas Cisco DIR SDD 1381 Gov DIR-SDD-1381 Electronic distribution - NO MEDIA	1,678.79	1,678.79
4	525142	CISCO 1000BASE-T SFP Mfg#: GLC-T= Contract: Texas Cisco DIR SDD 1381 Gov DIR-SDD-1381	219.23	876.92
		SUBTOTAL		11,432.94
		FREIGHT		0.00
		TAX		0.00

US Currency

TOTAL 11,432.94

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

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

Fax: 312.705.8262

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.

Southern Computer Warehouse
1395 S Marietta Parkway
Building 300-106
Marietta, Georgia 30067
United States
http://www.scw.com

Quotation

Date
Sep 19, 2013 11:16 AM EDT

Doc #
822315 - rev 1 of 1

Description
Cisco 5508 Wireless Controller

SalesRep
Reardon, Josh
(P) 770-579-8927 ext. 291

Customer Contact
Grullon, David
(P) 409-766-2446
david.grullon@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	Unit Price	Total
1	Cisco 5508 Wireless Controller Network management device - 8 ports - 25 MAPs (managed access points) - Gigabit LAN - 1U	AIR-CT5508-25-K9	1	$9,122.47	$9,122.47
2	Cisco SMARTnet Extended service agreement - replacement - 8x5 - NBD	CON-SNT-SMS-1	2079	$0.80	$1,663.20
3	Cisco SFP (mini-GBIC) transceiver module - 1000Base-T - RJ-45 - plug-in module - up to 330 ft - for Cisco 5508; Catalyst 2970G, 3560, 3560E, 3560G, 3560X, 3750	GLC-T=	4	$233.18	$932.72
4	Axiom SFP (mini-GBIC) transceiver module - 1000Base-T - RJ-45 - plug-in module	GLC-T-AX	4	$71.87	$287.48

Subtotal: $12,005.87
Shipping: $0.00
Total: $12,005.87

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.

Service Finder

Service Finder Results for:

Cisco 5508 Series Wireless Controller for up to 25 APs (AIR-CT5508-25-K9) Select a different product

The following services are compatible with the product you have selected. Please contact your Reseller or Cisco to determine whether a specific service is available for your location

Order Services

For more information:
Call 1-800-553-6387
Contact Us

Service	Onsite Engineer	OS Updates	Software Application Updates	Software Application Upgrades	IPS Signature and Engine Updates	TAC Access	Knowledge Base Access	Cisco.com Automated Tools	Advance Hardware Replacement
Cisco Suggested Service									
SMARTnet 8x5xNBD (SNT) (CON-SNT-CT0825)		✓		NULL		Yes 24x7	Unrestricted	Unrestricted	Yes

Resolve network problems rapidly with direct, anytime access to Cisco experts and hardware replacement matched to your needs.

Cisco SMARTnet Service provides the following device-level support:

- Direct access 24 hours a day, 365 days a year to specialized engineers in the Cisco Technical Assistance Center (TAC)
- Extensive self-help support through Cisco's online knowledge base, communities, resources, and tools
- Smart, proactive diagnostics and immediate alerts for devices enabled with the Smart Call Home feature
- Operating system (OS) software updates, including both minor and major releases within your licensed feature set
- Hardware replacement options, including 2-hour, 4-hour, and next-business-day (NBD) advance replacement, as well as return for repair (RFR)
- Optional onsite service that provides a field engineer who can install replacement parts at your location

When Minutes Matter, Depend on Cisco SMARTnet Service to Deliver

When a problem occurs that can disrupt business continuity, IT departments are under intense pressure to resolve the issue as quickly as possible before it can affect the business. Cisco® SMARTnet® Service facilitates rapid resolution of critical network issues and improves operational efficiency through a combination of expert technical support; flexible hardware coverage; and smart, personalized capabilities.

Connect Directly to the Network Experts at Cisco

When a network problem is affecting business-critical systems, you want fast access to technology experts with experience in diagnosing the toughest problems. Cisco SMARTnet Service connects you directly to the Cisco Technical Assistance Center (TAC), staffed by Cisco professionals certified in a broad range of Cisco technologies. The Cisco TAC employs a sophisticated system that automatically routes your service request to the appropriate team and escalates your case to the next level of support if it is not resolved within a specified time frame.

You can interact with Cisco TAC engineers in a way that is most convenient and useful for you, including email, telephone, web-based collaboration, and face to face using Cisco WebEx® collaboration.

Online Resources Provide Fast Self-Service Support

The Cisco Support and Documentation website offers award-winning resources that provide up-to-date technical information you can use any day, any time, on demand. These self-help tools bring Cisco expertise and community support to you when you need it.

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Online resources provide any day, any time, on demand support

- Resolve network issues with automated troubleshooting tools and personalized content
- Use My Cisco to organize and track the information that matters most to you
- Browse a library of over 90,000 technical documents and resources
- Join support communities and share knowledge with peers and Cisco experts
- Connect with Cisco technical support using social media apps, including Facebook and Twitter

Cisco customers with support contracts have authorized access to technical resources and personalized pages that can provide an accelerated path to issue resolution.

Table 1 summarizes the Cisco online self-help resources available with a technical services contract.

Table 1. Cisco Registered Access Online Support

Goal	Available Resources
Get TAC support	• Use the TAC Service Request Tool to quickly and easily submit and track your SMARTnet service request online • View a history of your TAC cases and case resolution notes
Get personalized online support	• Use My Cisco to gain access to and track information that matters to you from anywhere on Cisco.com, including: ◦ Recent service requests ◦ Software alerts ◦ Support notifications • Select modules to customize your My Cisco Workspace with common tools and information sources. Access to some modules is based on entitlement, including service contract level.
Access a suite of robust troubleshooting tools	• Get instant access to troubleshooting tools including: ◦ Software Advisor ◦ Bug Toolkit ◦ TAC Case Collection ◦ Error Message Decoder ◦ Output Interpreter

Gain Critical Insight with Device Diagnostics

"Cisco Smart Call Home allowed me to fix a network problem in about an hour that would have typically taken one of my staff two days to troubleshoot."
—Mike DeDecker, CCIE
Warner Pacific Insurance Services

With the Smart Call Home feature of the Cisco SMARTnet Service, you get proactive, detailed diagnostics and immediate alerts on core network devices to help you quickly identify and resolve issues, conserving valuable staff time and improving network availability. Devices equipped with the call home technology can be enabled to continuously monitor their own health and notify you of potential issues using a secure, personalized web portal that contains messages, detailed diagnostics, and recommendations. If a serious problem arises, Smart Call Home can automatically generate a service request with the Cisco TAC that is routed to the right team for your particular problem. Visit www.cisco.com/go/smartcall for more information and to see the latest list of Call Home-capable Cisco devices.

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Extract More Value from Your Network with Online OS Updates

Protect your investment and extend the life of your network with anytime, online access to the latest operating system software updates within your licensed feature set. Rather than having to purchase OS software updates individually, with a support contract you save time and money because the contract covers the cost of updates, including both minor and major releases within your licensed feature set. New OS features enable greater network capacity, enhanced security and regulatory compliance, and better interoperability.

Users download millions of copies of OS and application software each month. However, only Cisco customers with support contracts are entitled to access updates and migrate to the most current OS software features. My Cisco provides personalized software alerts that keep you advised about which new software releases are available for your Cisco network devices. Additionally, customers with SMARTnet contracts can download up to 25 licensed software images at one time using the Download Cart or keep the images in the cart for up to six months.

Count on the Right Part, When and Where You Need It

"We have maintenance contracts with multiple vendors and Cisco is the most responsive of them all. When we have a network issue, we count on their four-hour response time to have the problem resolved."
—Thuan Nguyen, Director of Information TechnologyKent School District

When you need dependable, fast access to business-critical parts, Cisco SMARTnet Service delivers. Choose from a variety of hardware replacement options, including premium options such as two-hour replacement and onsite parts replacement and installation.

Dependable parts delivery on a global basis is enabled by the Cisco service supply chain, a network of over 1000 parts fulfillment depots around the world managed by a sophisticated global supply chain that automates parts stocking processes worldwide. Cisco is constantly monitoring regional stock holdings, so replacement parts are available where and when you need them.

More than a Warranty

Companies sometimes think of warranties as an adequate defense against product problems. Cisco SMARTnet Service goes far beyond a simple warranty replacement policy. Cisco SMARTnet Service provides troubleshooting support, advance hardware replacement options, and extensive self-help and knowledge transfer to empower your network operations and support staff. A Cisco standard warranty only offers delayed hardware replacement during the warranty duration.

Award-Winning Service

With Cisco you get service and support that consistently win awards year after year. The certifications and awards shown in Table 2 illustrate how Cisco continues to set the standard when it comes to support performance and value to our customers. Visit www.cisco.com/go/serviceawards to find out more about the industry recognition Cisco has earned for high-quality support performance, web-based support, and engineer certifications.

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Table 2. Recent Awards and Certifications

Award	About
J.D. Power and Associates 2011 Certification	
	Cisco Systems, Inc., Global has been recognized by J.D. Power and Associates for providing "An Outstanding Customer Service Experience." The Certified Technology Service and Support program honors companies that deliver outstanding technical support. J.D. Power and Associates is a global marketing information services company operating in key business sectors including market research, forecasting, performance improvement, web intelligence, and customer satisfaction. The J.D. Power and Associates 2011 Certified Technology Service & Support Program was developed in conjunction with TSIA. For more information, visit www.jdpower.com or www.tsia.com.
Technology Services Industry Association Hall of Fame Lifetime Achievement Award	
tsia STAR AWARD HALL OF FAME	The STAR Awards are one of the highest honors in the technology services industry, acknowledging the contribution of companies to the continual improvement of technology services delivery industrywide. In 2011, Cisco was included in the STAR Award Hall of Fame for winning 15 STAR Awards since the inception of the awards.
Association of Support Professionals (ASP) Awards	
THE ASSOCIATION OF SUPPORT PROFESSIONALS Award Winner 2011 The Year's Ten Best Web Support Sites	This industry award recognizes websites that exhibit best practices based on 25 different performance metrics, including usability, knowledgebase implementation, customer experience, and use of technology. Cisco was named to the ASP Web Support Hall of Fame, which honors websites that have been named among the "Ten Best Web Support Sites" for at least four years. The support website on Cisco.com has earned a position as one of the Ten Best Web Support Sites in 1998, 1999, 2002, 2005, 2007, 2008, 2010, and 2011.
2010 M2M Value Chain Award	
value chain 2010 awards M2M	The prestigious M2M Value Chain Award recognizes the most successful corporate adopters of machine-to-machine (M2M) technology as well as the team of solution providers that made their success possible. The 2010 award recognized Itron's global implementation of Cisco Smart Call Home on its Cisco Catalyst® 6500 switches, providing continuous device monitoring, alert notifications, and remediation. Cisco was honored as the technology enabler that made the Smart Call Home proactive diagnostics alert solution possible.

"We also rely on our Cisco SMARTnet Service to provide us with peace of mind. With so much relying on our network, it is critical to know that we will receive fast resolution of anything that might happen unexpectedly."
—Peter Hoelzl, Supervisor of Network Engineering, Swedish Medical Center

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C22-686467-00 10/11

AGENDA ITEM #27.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 9/18/13	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: Yes / (No)
4. Department Name: Information Technology	5. Department Contact: JJ Allen	
6. Description:	VistaPoint will be replacing Cisco Attendance Console.	
7. IFAS PEID No: 700678	8. IFAS Req No: CR310838	9. Orgkey: 1101159100 / 10. Object Code: 5751006
11. Vendor: DataVox Inc.	12. Vendor Contract No:	
13. Requested Legal Review: (Yes) / No (Explain if No)		

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Infrastructure Refresh	5751006	$373,480.21	$1,113.75				
22. Totals:		$373,480.21	$1,113.75	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: TBD 10/1/13	Auto Renewal Contract: Yes / (No)	Bid No: N/A
Contract End Date: TBD	Contract # Issued By Purchasing: CM13361	

START DATE IS PO ISSUE DATE
DFG

Approved By:	Signature	Date
~~Department Head:~~	JJ Allen	9/18/2013
Purchasing Agent:		9-25-2013
County Legal:		09/25/2013
Contract listed in Budget Documentation: YES NO		
County Budget Office:		9/25/2013
Budget Available and Funds are will be Available: YES NO		
County County Auditor:		

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 10-Sep-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 13-Sep-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	SOFTWARE- ONE YEAR SOFTWARE LICENSE AND	$ 1,113.75	$ 1,113.75			
		SUPPORT AGREEMENT LICENSED SOFTWARE: 1-					
		VISTAPOINT; ITEM NUMBER: PSG-SSSA-0001					
		TOTAL		*$ 1,113.75*			
		REQUESTED BY: DAVID GRULLON					
		CALL NUMBER: 61953					
		QUOTE NUMBER: OP28261					
		FOR: VISTAPOINT WILL BE REPLACING CISCO					
		ATTENDANCE CONSOLE.					

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 : 11011591005751006

CR#CR310838

Suggested Vendor : DATAVOX

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from Vendor Number : 700678

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 _____

PURCHASING AGENT

INFORMATION
TECHNOLOGY

5WH - VISTAPOINT SUPPORT

What:
VistaPoint for Cisco UCM function operator console. One Year Software License and Support Agreement. Licensed Software.

Who:
County Wide - Phone System Operator Function(s).

Where:
CHM-DC & EMF-DC

When:
ASAP

Why:
VistaPoint will be replacing Cisco Attendance Console. End-of-Life Announcement Date April 22, 2013.

How:
Procure from qualified vendor

Planned Costs:

Item	*Qty*	*Unit $*	*Total $*
PSG-SSSA-0001 One Year Software License and Support Agreement. Licensed Software: 1-VistaPoint	1	$1,113.75	$1,113.75

Charge to: 5751006

Submitted by: David Grullon **Date:** 09/3/2013

Approved by: _____ **Date:** _____
IT Director / Assistant IT Director

infra enterprise

Galveston County Information Technology

Call Report - Call Number 61953

Call Details as at 9:25:56 AM, 9/4/2013

Call Details

Type:	Assis/Infor/Gener		
Call Ref/Job Ref:	/	**Customer:**	Grullon, David
IPK Status:	Service Request	**Customer VIP Status:**	Unspecified
IPK Stream:	Default	**Telephone:**	409-766-2446
Service:	PURCHASE REQUEST	**Organization:**	Information Technology
Config Item:	PURCHASING PO	**Location:**	Courthouse Main
Outage Created:	N	**Logged By:**	Infraenterprise, Infra
Call Priority:	Low	**Current Officer:**	Michaels, Lauren
Call State:	Open	**Current Group:**	Administration
Call Status:	Forward to 2nd level support	**Forward to Officer:**	
Call Physical Status:	In Progress	**Forward to Group:**	

Call Description: 5WH - VistaPoint Attached is a pdf to request for VistaPoint Support.Original form located: W:\Commo\5WH or click \\svrgc\itdata.wp\commo\5wh <file:///\\svrgc\itdata.wp\commo\5wh>

Call Dates, Times and Expenses

Logged:	9/3/2013 7:01:20 AM	**Time Solving:**	0 hrs 16 mins	**Total Expenses:**	$0.00
Last Action:	9/4/2013 9:25:29 AM	**Downtime:**	26 hrs 24 mins		

Objects

Object Name	Upload/Update Date	Description	Security Profile
5WH - VistaPoint Support.pdf	9/3/2013 7:01:20 AM		Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
9/3/2013 7:01:20 AM	Infraenterprise, Infra	N	Unspecified	[Object Uploaded (5WH - VistaPoint Support.pdf) by Infraenterprise, Infra]
9/3/2013 7:01:20 AM	Infraenterprise, Infra	N	Unspecified	[Call Forward Internally to Group (Service Desk)] [Call Logged via Email {InfraEnterprise/EMCINFRA}]
9/3/2013 7:01:20 AM	Infraenterprise, Infra	N	Unspecified	[Notifications by workflow rule(s)] Workflow Rule: Notify Customer Recipients: Grullon, David Workflow Rule: Oncall Recipients: Oncall
9/3/2013 7:30:11 AM	Lucas, Freda	N	Unspecified	[Open Forwarded Call by Lucas, Freda]
9/3/2013 7:31:26 AM	Lucas, Freda	N	Unspecified	[Call Updated] [IPK Status changed from Incident to Service Request]
9/3/2013 7:31:26 AM	Lucas, Freda	N	Unspecified	[Call Forward Internally to Group (Administration)] [Forward to 2nd level support]
9/3/2013 7:31:26 AM	Lucas, Freda	N	Unspecified	[Notifications by workflow rule(s)] Workflow Rule: Notify Customer Recipients: Grullon, David
9/3/2013 8:16:06 AM	Allen, JJ	N	Unspecified	[Open Forwarded Call by Allen, JJ]
9/3/2013 8:16:21 AM	Allen, JJ	N	Unspecified	[Call Forward Internally to Michaels, Lauren (Administration)]
9/4/2013 9:25:29 AM	Michaels, Lauren	N	Unspecified	[Open Forwarded Call by Michaels, Lauren]

Quotation

Prepared By:
Chris Butler
Phone: (713) 881-7439
ChrisB@datavox.net

Date:	**25-Sep-2013**
Expires:	**30 Days**
Quote #:	**OP28261**

Prepared For:

Galveston County
David Grullon
Phone: 409-766-2446
David.Grullon@co.galveston.tx.us

Direct Pricing Summary	Total
Product	$ 1,113.75
Maintenance (1 Year)	$ -
Total (Excludes Sales Tax & Shipping)	$ 1,113.75

Vista Point

General Description	SKU	Part Description	Qty	Lead Time	Unit Price	Ext Price
(blank)	PSG-SSSA-0001*	One Year Software License and Support Agreement.Licensed Software1-VistaPc	1	(blank)	$ 1,113.75	$ 1,113.75
(blank) Total					$ 1,113.75	$ 1,113.75

* Start Date is dependent on purchase date

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AGENDA ITEM #28.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 9/18/13	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: Yes / (No)
4. Department Name: Information Technology	5. Department Contact: JJ Allen	
6. Description:	Maintenance for additional library for County media storage requirements.	
7. IFAS PEID No: 703255	8. IFAS Req No: CR310897	9. Orgkey: 1101159100 / 10. Object Code: 5752006
11. Vendor: Unique Digital Technology Inc.	12. Vendor Contract No:	
13. Requested Legal Review: (Yes) / No (Explain if No)		

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Server/Desktop Virtualization	5752006	$75,000.00	$838.00				
22. Totals:		$75,000.00	$838.00	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 9/17/2013	Auto Renewal Contract: Yes / (No)	Bid No: NA
Contract End Date: 9/16/2014	Contract # Issued By Purchasing: CM 13360	

Approved By:	Signature	Date
~~Department Head:~~	JJ Allen	9/18/2013
Purchasing Agent:		9-25-13
County Legal:		09/25/2013
Contract listed in Budget Documentation: YES NO		
County Budget Office:		9/25/2013
Budget Available and Funds are/will be Available: YES NO		
County County Auditor:		

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 11-Sep-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 13-Sep-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	MAINTENANCE- EWCAREL3R-N400S; OVERLAND	$ 838.00	$ 838.00			
		CARE LEVEL 3 (24X7 PHONE/9X5X4-HR ONSITE),					
		1-YR UPLIFT, 400S					
		TOTAL		***$ 838.00***			
		REQUESTED BY: DARRELL HOLMES					
		QUOTE NUMBER: GALVESTON_091113_NEO400S_					
		2LTO5_SUPP					
		CALL NUMBER: 62231					
		FOR: SERVER TEAM REQUIRES ADDITIONAL					
		LIBRARY FOR COUNTY MEDIA STORAGE					
		REQUIREMENTS					

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 : 11011591005752006

CR#CR310897

Suggested Vendor : UDI

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from Vendor Number : 703255

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 _____

PURCHASING AGENT

Galveston County

INFORMATION TECHNOLOGY

5WH –OVERLAND MEDIA STORAGE TAPE LIBRARY

What: Overland Media Storage Tape Library

Who: Server team. Priority shipping

Where: Information Technology

When: 30 September 2013

Why: Server team requires additional library for County Media Storage requirements

How: Purchase, and deploy as required.

Planned Costs:

Item	*Part #*	*Qty*	*Unit $*	*Total $*
OverlandCare Level 3	EWCAREL3R-N400S	1	$838.00	$838.00
			Total	838.00

Charge to: **5752006**

Submitted by: _____ **Date:** 9/6/13

Approved by: _____ **Date:** 9-6-13

IT Director / Assistant IT Director

infra enterprise

Galveston County Information Technology
Call Report - Call Number 62231

Call Details as at 2:16:54 PM, 9/11/2013

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:	EQUIPMENT-NEW	**Location:**	Courthouse Main
Outage Created:	N	**Logged By:**	Holmes, Darrell
Call Priority:	Low	**Current Officer:**	Michaels, Lauren
Call State:	Open	**Current Group:**	Administration
Call Status:	In progress	**Forward to Officer:**	
Call Physical Status:	In Progress	**Forward to Group:**	

Call Description: Request for purchase of an Overland NEO 400s Tape Library

Call Dates, Times and Expenses

Logged:	9/6/2013 10:44:38 AM	**Time Solving:**	0 hrs 36 mins	**Total Expenses:**	$0.00
Last Action:	9/11/2013 2:16:22 PM	**Downtime:**	123 hrs 32 mins		

Objects

Object Name	Upload/Update Date	Description	Security Profile
TapeLib-5WH.pdf	9/6/2013 10:49:01 AM	TapeLib-5WH.pdf	Unspecified
CDW-GTapeLibrary_Quote.pdf	9/6/2013 10:49:11 AM	CDW-GTapeLibrary_Quote.pdf	Unspecified
Presidio-TapeLibrary_Quote.pdf	9/6/2013 10:49:20 AM	Presidio-TapeLibrary_Quote.pdf	Unspecified
UDI-TapeLibrary_Quote.pdf	9/6/2013 10:49:28 AM	UDI-TapeLibrary_Quote.pdf	Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
9/6/2013 10:47:26 AM	Holmes, Darrell	N	Unspecified	[Object "5WH-OV Tape Library.doc" (5WH-OV Tape Library.doc) Uploaded] Object Name : "5WH-OV Tape Library.doc" File Name : 5WH-OV Tape Library.doc Version : 1.00 Abstract : 5WH-OV Tape Library.doc
9/6/2013 10:47:26 AM	Holmes, Darrell	N	Unspecified	[Object "5WH-OV Tape Library.doc" Deleted]
9/6/2013 10:47:26 AM	Holmes, Darrell	N	Unspecified	[Object TapeLib-5WH.pdf Uploaded] Object Name : TapeLib-5WH.pdf File Name : TapeLib-5WH.pdf Version : 1.00 Abstract : TapeLib-5WH.pdf
9/6/2013 10:47:26 AM	Holmes, Darrell	N	Unspecified	[Object CDW-GTapeLibrary_Quote.pdf Uploaded] Object Name : CDW-GTapeLibrary_Quote.pdf File Name : CDW-GTapeLibrary_Quote.pdf Version : 1.00 Abstract : CDW-GTapeLibrary_Quote.pdf
9/6/2013 10:47:26 AM	Holmes, Darrell	N	Unspecified	[Object Presidio-TapeLibrary_Quote.pdf Uploaded] Object Name : Presidio-TapeLibrary_Quote.pdf File Name : Presidio-TapeLibrary_Quote.pdf Version : 1.00 Abstract : Presidio-TapeLibrary_Quote.pdf
9/6/2013 10:47:26 AM	Holmes, Darrell	N	Unspecified	[Object UDI-TapeLibrary_Quote.pdf Uploaded] Object Name : UDI-TapeLibrary_Quote.pdf File Name : UDI-TapeLibrary_Quote.pdf Version : 1.00 Abstract : UDI-TapeLibrary_Quote.pdf
9/6/2013 10:49:47 AM	Holmes, Darrell	N	Unspecified	[Call Forward Internally to Allen, JJ (Administration)]

Unique Digital Inc.
"Inspiration Meets Integration"

Quote

Date	Quote #
24-Sep-13	Galveston_092413_NEO400S_2LTO5_SUPP

Bill To:	Ship To:	Sales Rep:
Galveston County 702 Moody, Suite 202 Galveston, TX 77550	Same	Allison Zayler Unique Digital, Inc. 10595 Westoffice Drive Houston, TX 77042 (713) 777-0447

Item #	Description Overland NEO 400S Support	Qty	List Price	Unit Price	Ext. Price
1	**EWCAREL3R-N400S** OverlandCare Level 3 (24x7 Phone/9x5x4-Hr Onsite), 1-Yr Uplift, 400s **Contract Valid 9/17/2013 to 9/16/2014**	1	$999.00	$838.00	$838.00

SUBTOTAL	$838.00
Subtotal	$838.00
Estimated Sales Tax	Will Invoice
Estimated Shipping	Will Invoice
Total	$838.00

SIGNATURE

*** Leasing Options Available*

*** Restocking Fees May Apply if Purchase Order Cancelled*

*** 4% Credit Card Fee Applicable*

*** Terms: Net 30*

*** Pricing valid for 30 days*

Save

Overland Storage® Service – Terms & Conditions of Warranty

Overland STORAGE®
Simply Protected

Limited Warranty

Overland Storage® warrants that Overland or its designated third party service provider ("Service Provider") will repair or exchange, at Overland's option and without charge to Customer, each Product failing to function properly under normal use during the Limited Warranty Period (the "Limited Warranty"). The "Limited Warranty Period" starts on the date of shipment from Overland or on the purchase date from an Overland authorized reseller and continues for the applicable time specified at the **"Warranty Coverage and Service Options"** web page or for any period during which Overland agrees to extend such Limited Warranty Period. Customer's dated sales or delivery receipt is Customer's proof of the purchase date. Customer may be required to provide proof of purchase as a condition of receiving warranty service.

Your Limited Warranty is NOT in effect until Overland receives your completed Warranty Registration via our Web Portal and it is processed by Overland. Processing may take up to 10 business days after receipt of your Warranty Registration by Overland depending upon the location of the equipment and scope of the entitlement.

The software functionality for the REO Series™ is supported with a limited warranty for ninety (90) days. Details for this "Limited Software Warranty" are located in the **"Overland Storage End User License Agreement ("EULA")."**

Any Product, which authorized to be returned, must be sent prepaid, insured and packaged appropriately for safe shipment at Customer's expense. The repaired or replaced item will be shipped to Customer, at Overland's expense. All returned parts or Products become the property of Overland. Overland, at its discretion, may use new, refurbished, or reconditioned replacement parts to perform any warranty repair or replacement of its Products or provide a replacement unit of Overland's choosing that is at least equivalent to the Product in hardware performance. Overland reserves the right, at its sole discretion, to refund the purchase price instead of replacing the Product.

For Advanced Warranty Replacement material, you are obligated to return the replaced material within the stated timeframe in order to maintain your Limited Warranty entitlement. Failure to compile will result in suspension of your Limited Warranty and grant Overland the right to invoice you, at current list price, for the replacement material.

Other terms and conditions relating to duration, scope and procedures of the Limited Warranty are available from an Overland Authorized Reseller and will also be provided to you when Overland receives and processes your Warranty Registration ("Expanded Warranty Coverage and Service Options").

Upgraded Warranty Coverage and Additional Purchased Services

In addition to the Limited Warranty applicable to all Products during the Limited Warranty Period, Customer may purchase, upon payment of the applicable fees, extended terms of the Limited Warranty Period, additional, or upgraded warranties, on-site service, and other maintenance or installation services and support all as set forth on the "Warranty Coverage and Service Options" web page (any such purchased services being referred to as the "Services").

If Customer has purchased any Services set forth on the "Warranty Coverage and Service Options" web page, Overland or its Service Provider will provide the Services, commencing the date that Overland receives and processes your purchase order for such Services ("Service Start Date"). Processing your purchase order may take up to 10 business days after receipt of your purchase order by Overland depending upon the location of the equipment and scope of the entitlement.

Services will include mandatory engineering changes, maintenance updates, releases or upgrade versions of the Products, if any, to the Customer, but installation of recommended non-mandatory changes, updates, releases, or upgrade versions will subject Customer to additional charges.

Overland or the Service Provider will use commercially reasonable efforts to respond to Customer's request for Services within the response time set forth under the Expanded Warranty Coverage and Service Options, measured from the time Overland has determined that the Services are required.

If any purchased Services coverage was not originally provided or purchased with the Products, or if Services coverage has lapsed, Overland or the Service Provider may require an inspection of the Products before the Service Start Date and as a condition to providing the Services. Customer will bear the expense of such inspection, as well as the expense of the repair of such failure or damage.

Expanded Warranty Coverage and Service Options relating to duration, scope and procedures of the purchased Services are available from an Overland Authorized Reseller and will also be provided to you when Overland receives and processes your purchase order for such Services.

Support

If Customer receives support as set forth on the **"Warranty Coverage and Service Options"** web page, such support will include (a) access to the "Technical Support" section on Overland's web site at support.overlandstorage.com and (b) telephone consultations concerning the installation and use of the Products during Overland's standard business hours at the location where the support is being provided unless otherwise specified in the Expanded Warranty Coverage and Service Options. Telephone support will include initial information gathering and verification of entitlements and may include, answering product installation, configuration or usage questions; initial failure information gathering; failure isolation and identification; providing standard fixes and workarounds to known failures.

On-Site Services

If Customer receives on-site repairs and maintenance as set forth on the **"Warranty Coverage and Service Options"** web page, the on-site Services will be provided only at the location initially designated by Customer at the time of product registration. Services will not be provided at any other location, unless Overland agrees to such other location. If Customer wishes to relocate the Products, it will give 30-day prior, written notice to Overland and resumption of Services on such Products will be subject to Overland's consent and the payment by Customer of additional charges as determined by Overland. Additional charges according to Overland's then-current policies and pricing may also apply when the Products' location is outside Overland's or its Service Provider's then normal service area.

For any on-site Services, Customer will provide to the personnel providing the Services, at Customer's expense and at the scheduled time and at other reasonable times and for reasonable time increments: (i) full and free access to the Products and the use of any product, attachment, documentation, software, diagnostics or other equipment necessary to provide Service; and (ii) adequate and safe working and storage space and facilities as reasonably needed by personnel providing Services, including, without limitation, adequate heat, light, ventilation and electrical current and outlets. Customer will be solely responsible to move or provide furniture, equipment, stored materials or any other objects as required while Services personnel are at Customer's premises.

Exclusions

Overland will have no obligation to provide any warranty or Services for, or may in Overland's sole discretion charge additional fees for: (a) altered or modified Products or Products from which the serial number or any warranty seal has been removed or that have been damaged or rendered defective; (b) Products that are damaged as a result of repairs by anyone other than Overland or its Service Provider, accident, misuse, abuse, or other external causes or not related to any Product error; (c) Products incorporated into other products not manufactured by Overland or that have parts or accessories that have not been provided or installed by Overland or its Service Provider; (d) Products used other than as specified in the Overland's user manual or specifications or operated outside the usage parameters stated in the user documentation; (e) expendable or consumable parts or media, wire, batteries, or cables; or (f) repainting or refinishing or relocation of the Products.

Products returned and found in good working order or covered by one of the foregoing exclusions will be subject to an additional service charge. If any unauthorized new equipment specifications, attachments, features, unauthorized or unapproved firmware or other changes are made or added to any of the Products after the Service Start Date, Overland may cancel the Service or adjust the specified charges.

Charges and Obligations

Overland will invoice and Customer will pay Overland the applicable Services fee or other charges set forth on and according to any terms listed on the Expanded Warranty Coverage and Service Options or on any applicable invoice. Services fees listed are exclusive of any taxes that may apply.

Overland may suspend or cancel Services if Customer fails to make payment or breaches any provision of these Terms and Conditions or any term or condition set forth under the Expanded Warranty Coverage and Service Options and such nonpayment is not remedied within 30 days after the original due date or such breach is not remedied within 30 days after the date of Overland's notice of the breach. FAILURE TO RETURN ANY DEFECTIVE MATERIAL WITHIN 15 DAYS OF RECEIPT OF ITS REPLACEMENT SHALL BE CONSIDERED A BREACH AND WILL RESULT IN SUSPENSION OF THIS AGREEMENT UNTIL SUCH MATERIAL IS RETURNED OR PURCHASED. If Overland suspends or cancels Services for Customer's failure to return Advance Warranty Replaced material or to pay Overland on the due date, then in order to reinstate or renew Services (if allowed by Overland), Customer must first pay Overland the applicable Services fee and any reinstatement charge listed under the Expanded Warranty Coverage and Service Options. No portion of any charges for Services will be prorated or refunded to Customer in the event the Services are terminated prior to the end of the term then in effect.

Data and Privacy

IT IS CUSTOMER'S SOLE RESPONSIBILITY TO MAKE BACK-UP COPIES OF CUSTOMER'S DATA AND TO ENSURE THAT ALL OF ITS DATA AND FILES ARE ADEQUATELY DUPLICATED AND DOCUMENTED. BEFORE ALLOWING SERVICE OF ANY PRODUCT, CUSTOMER MUST BACK-UP DATA AND REMOVE ANY OF CUSTOMER'S CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. NEITHER OVERLAND NOR ITS SERVICE PROVIDER WILL BE LIABLE FOR ANY CONFIDENTIAL OR PRIVATE INFORMATION OR DATA CONTAINED IN ANY PRODUCT, HARDWARE, SOFTWARE OR MEDIA. NEITHER OVERLAND NOR ITS SERVICE PROVIDER WILL HAVE ANY LIABILITY ARISING OUT OF ANY DAMAGE TO OR LOSS OF SUCH DATA WHILE THE PRODUCT IS IN OVERLAND'S OR THE SERVICE PROVIDER'S POSSESSION. OVERLAND AND/OR THE SERVICE PROVIDER WILL NOT BE RESPONSIBLE FOR THE BACK-UP, SAVING, OFFLOADING, RECOVERY, RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY OVERLAND WHEN THE PRODUCT IS MANUFACTURED.

Disclaimers

OVERLAND AND/OR THE SERVICE PROVIDER WILL NOT BE RESPONSIBLE FOR TECHNICAL SERVICES OF ANY SORT RELATED TO SYSTEM DESIGN OR OPERATION, PROGRAMMING OR SOFTWARE NOT SOLD BY OVERLAND. NEITHER OVERLAND NOR ITS SERVICE PROVIODER WILL BE LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY CUSTOMER FOR A THIRD PARTY OR FOR ANY DAMAGE THAT OCCURS AS A RESULT OF CUSTOMER'S FAILURE TO FOLLOW THE INSTRUCTIONS THAT CAME WITH THE PRODUCT.

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, OVERLAND MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OVERLAND DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PRODUCTS WILL MEET THE CUSTOMERS' REQUIREMENTS OR BE UNINTERRUPTED OR ERROR-FREE. LAWS FROM TIME TO TIME IN FORCE IN THE RELEVANT MARKET MAY IMPLY WARRANTIES WHICH CANNOT BE EXCLUDED OR WHICH CAN ONLY BE EXCLUDED TO A LIMITED EXTENT, IN WHICH CASE, OVERLAND LIMITS ITS AND ITS SERVICE PROVIDER'S LIABILITY TO THE EXTENT PERMITTED BY LAW. IF OVERLAND CANNOT EXCLUDE ANY WARRANTY IMPLIED BY LAW, THIS WARRANTY SHALL BE READ AND CONSTRUED SUBJECT TO SUCH STATUTORY PROVISIONS.

Overland Storage products may be manufactured from new parts, or new and used parts. Unless specifically identified as "used" or "refurbished" all Overland Storage products shall be covered by their specific standard warranty entitlement at the time of customer purchase.

Limitations of Liability

UNDER NO CIRCUMSTANCES WILL OVERLAND, ITS SERVICE PROVIDER OR EITHER'S AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, INCONVENIENCE, DELAY, PROFITS, USE OF MONEY OR USE OF THE OVERLAND PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA.

OVERLAND'S AND THE SERVICE PROVIDER'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS RELATED TO OR ARISING OUT OF THESE TERMS AND CONDITIONS FOR ANY CAUSE AND DESPITE THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, STATUTORY OR OTHERWISE, INCLUDING NEGLIGENCE AND STRICT LIABILITY, WILL NOT EXCEED THE AMOUNT OF THE SERVICE FEES THAT CUSTOMER PAID TO OVERLAND DURING THE PARTICULAR TERM IN WHICH SUCH DAMAGE OCCURRED. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF CUSTOMER HAS ADVISED OVERLAND OR ITS SERVICE PROVIDER OF THE POSSIBILITY OF ANY SUCH DAMAGES.

THESE TERMS AND CONDITIONS GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. CUSTOMER IS ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF CUSTOMER'S RIGHTS. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THESE TERMS AND CONDITIONS MAY NOT APPLY TO CUSTOMER.

General Terms

Neither Overland nor the Service Provider is responsible for failure to fulfill its obligations pursuant to these Terms and Conditions due to acts of God, labor disputes, shortages of parts or materials or any other causes similar or dissimilar, beyond its reasonable control.

These Terms and Conditions and the Expanded Warranty Coverage and Service Options together constitute the complete and exclusive agreement regarding the warranty and service terms and conditions of Overland branded Product. These Terms and Conditions supersede any prior agreements or representations—including representations made in Overland sales literature or advice given to Customer by Overland, an Overland authorized reseller, or an agent or employee thereof—that may have been made in connection with Customer's purchase of the Product. No change to the conditions of these Terms and Conditions is valid unless it is made in writing and signed by an authorized representative of Overland. Overland may in its sole discretion modify the Terms and Conditions at any time and from time to time. If any provision of these Terms and Conditions is held invalid by any law or regulation of any government or by any court, such invalidity will not affect the enforceability of other provisions in these Terms and Conditions.

These Terms and Conditions will be governed by the laws of the State of California. Any legal suit, action or proceeding arising out of or relating to these Terms and Conditions will be commenced in a federal or state court in the County of San Diego, California, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

AGENDA ITEM #29.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 9/18/2013	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: Yes (No)
4. Department Name: Information Technology	5. Department Contact: JJ Allen	
6. Description:	Maintenance for DD670 upgrade which consists of a 15TB expansion shelf and kit.	
7. IFAS PEID No: 703255	8. IFAS Req No: CR310921	9. Orgkey: 1101159100 / 10. Object Code: 5746010
11. Vendor: UDI	12. Vendor Contract No:	
13. Requested Legal Review: (Yes) No (Explain if No)		

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Capitalized Furn, Fix, & Equip	5746010	$180,300.00	$4,088.00				
22. Totals:		$180,300.00	$4,088.00	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: TBD	Auto Renewal Contract: Yes / No	Bid No: N/A
Contract End Date: TBD	Contract # Issued By Purchasing: CM13359	

Term will START when INSTALLED, Oct 1 listed in Contract Management as place holder DG

Approved By:	Signature	Date
Department Head:		9/18/2013
Purchasing Agent:		9-25-13
County Legal:		09/25/2013
County Budget Office:	Contract listed in Budget Documentation: YES NO Budget Available and Funds are/will be Available: YES NO	9/25/2013
County County Auditor:		

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 12-Sep-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 13-Sep-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	MAINTENANCE SUPPORT- M-ENHHWDD-01; EMC	$ 4,088.00	$ 4,088.00			
		5X9 ENHANCED HARDWARE SUPPORT FOR 1					
		YEAR					
		TOTAL		***$ 4,088.00***			
		REQUESTED BY: CLAUDIA PEREZ					
		CALL NUMBER: 61555					
		FOR: MAINTENANCE FOR DD670 UPGRADE					
		WHICH CONSISTS OF A 15 TB EXPANSION SHELF					
		AND KIT					

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 : 110115910057460 10

CR#CR310921

Suggested Vendor : UDI

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from Vendor Number : 703255

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 _____

PURCHASING AGENT

Galveston County

INFORMATION TECHNOLOGY

5WH DATADOMAIN 670 UPGRADE

Who: Infrastructure

What: DD670 Upgrade which consists of a 15TB Expansion shelf and kit.

Where: IT Datacenter

When: 8/29/2013

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. However, due to our exponential data growth, out current appliance is no longer able to efficient provide for the storage demanded by our backup policies and procedures

How: Obtain quotes from vendor, issue purchase order. (see attached quote)

Estimated costs: Estimated total $44,900 (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 61555

Call Details as at 10:31:35 AM, 9/12/2013

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:	In progress	**Forward to Officer:**	
Call Physical Status:	In Progress	**Forward to Group:**	

Call Description: Request for DataDomain Upgrade. See attached documentation.

Call Dates, Times and Expenses

Logged:	8/22/2013 12:41:38 PM	**Time Solving:**	2 hrs 12 mins	**Total Expenses:**	$0.00
Last Action:	9/12/2013 10:31:02 AM	**Downtime:**	501 hrs 50 mins		

Objects

Object Name	Upload/Update Date	Description	Security Profile
DataDomain Upgrade.docx	8/22/2013 12:44:00 PM	5wh	Unspecified
Galveston_080913_DD670_ES15_UPG (3).pdf	8/22/2013 12:44:35 PM	Initial quote	Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
8/22/2013 12:41:38 PM	Perez, Claudia	Y	Unspecified	[Object DataDomain Upgrade.docx Uploaded] 5wh
8/22/2013 12:41:38 PM	Perez, Claudia	Y	Unspecified	[Object Galveston_080913_DD670_ES15_UPG (3).pdf Uploaded] Initial quote
8/22/2013 12:41:38 PM	Perez, Claudia	N	Unspecified	[Call Updated]
8/22/2013 12:51:54 PM	Perez, Claudia	N	Unspecified	[Call Forward Internally to Group (Administration)]
8/22/2013 3:50:30 PM	Allen, JJ	N	Unspecified	[Open Forwarded Call by Allen, JJ]
8/22/2013 3:50:41 PM	Allen, JJ	N	Unspecified	[Call Forward Internally to Michaels, Lauren (Administration)]
8/22/2013 4:07:04 PM	Michaels, Lauren	N	Unspecified	[Open Forwarded Call by Michaels, Lauren]
8/22/2013 4:07:11 PM	Michaels, Lauren	N	Unspecified	[Call Updated] Printed out the information.
8/22/2013 4:08:51 PM	Michaels, Lauren	N	Unspecified	[Call Deferred : Pending] [Pending]
8/23/2013 10:35:15 AM	Michaels, Lauren	N	Unspecified	[Call Actioned by Michaels, Lauren]
8/23/2013 10:35:15 AM	Michaels, Lauren	N	Unspecified	[Call Updated] Filled out the PR, entered into iFAS, and emailed to Purchasing. CR310252
8/23/2013 11:04:13 AM	Michaels, Lauren	N	Unspecified	[Call Deferred : In progress] [In progress]
8/29/2013 10:53:14 AM	Michaels, Lauren	N	Unspecified	[Call Actioned by Michaels, Lauren]
8/29/2013 10:53:14 AM	Michaels, Lauren	N	Unspecified	[Call Updated] EMAILED ERIN ASKING HER FOR A STATUS UPDATE. WAITING FOR A RESPONSE.

8/29/2013 10:53:43 AM	Michaels, Lauren	N	Unspecified	[Call Deferred : In progress]
9/5/2013 10:43:24 AM	Michaels, Lauren	N	Unspecified	[Call Actioned by Michaels, Lauren]
9/5/2013 10:43:24 AM	Michaels, Lauren	N	Unspecified	[Call Updated] Received the quotes this morning, i've forwarded the email to Claudia to let me know which vendor she'd like to go with.
9/5/2013 10:43:59 AM	Michaels, Lauren	N	Unspecified	[Call Deferred : Pending Customer Response] [Pending Customer Response]
9/11/2013 2:36:09 PM	Michaels, Lauren	N	Unspecified	[Call Actioned by Michaels, Lauren]
9/11/2013 2:36:09 PM	Michaels, Lauren	N	Unspecified	[Call Updated] ERIN EMAILED OVER NEW QUOTES AND CLAUDIA STATED THAT SHE WOULD LIKE TO GO WITH UDI. ERIN INFORMED ME THAT WE NEED TO SEPERATE THE MAINTENANCE BECAUSE IT NEEDS TO GO ONTO COMMISSIONERS COURT.
9/11/2013 2:39:19 PM	Michaels, Lauren	N	Unspecified	[Call Deferred : In progress] [In progress]
9/12/2013 10:31:02 AM	Michaels, Lauren	N	Unspecified	[Call Actioned by Michaels, Lauren]

Unique Digital Inc.
"Inspiration Meets Integration"

Budgetary Quote

Date	Quote #
24-Sep-13	Galveston_092413_DD670_ES15_UPG_SUPP

Bill To:
Galveston County
722 Moody, Suite 202
Galveston, TX 77550
DIR-SDD-1656

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
	Maintenance				
1	**M-ENHHWDD-01** EMC 5x9 Enhanced Hardware Support for 1 Year	1	$4,905.00	$4,088.00	$4,088.00
				SUBTOTAL	**$4,088.00**

Subtotal	**$4,088.00**
Estimated Sales Tax	**Exempt**
Estimated Shipping	**Will Invoice**
Total	**$4,088.00**

SIGNATURE

*** Leasing Options Available*
*** Restocking Fees May Apply if Purchase Order Cancelled*
*** 4% Credit Card Fee Applicable*
*** Terms: Net 30*
*** Pricing valid for 30 days*
***Maintenance term dates begin when gear is installed*

EMC ENHANCED SUPPORT

The following chart lists the service features of Enhanced Support provided under EMC's warranty and/or maintenance terms.

Enhanced Support is available as to:

1. EMC® Equipment which is identified on the EMC Product Warranty and Maintenance Table as
   - including Enhanced Support during the applicable warranty period; or
   - eligible for upgrade to Enhanced Support during the applicable warranty period; or
   - eligible for Enhanced Support during a subsequent maintenance period
2. EMC Software which is identified on the EMC Product Warranty and Maintenance Table as eligible for Enhanced Support during a maintenance period

SERVICE FEATURE	DESCRIPTION	ENHANCED SUPPORT–COVERAGE DETAILS
REMOTE TECHNICAL SUPPORT	Customer may contact EMC by telephone or web interface on a 7X24 basis to report an Equipment or Software problem and provide input for initial assessment of Severity Level*. EMC provides (i) a technical response by remote means based on the Severity Level of the problem; or, (ii) when deemed necessary by EMC, Onsite Support as described below.	Included. Initial technical response objective, based upon Severity Level, within the following time period after receipt of Customer contact: Severity Level 1: 1 hour; on a 7X24 basis Severity Level 2: 3 hours; on a 7X24 basis Severity Level 3: 4 local business hours Severity Level 4: 10 local business hours
ONSITE SUPPORT	EMC sends authorized personnel to installation site to work on the problem after EMC has isolated the problem and deemed Onsite Support necessary.	Included for Equipment only. Initial Onsite Support response objective is next local business day, on a 5X9 basis, after EMC deems Onsite Support is necessary. Onsite Support does not apply to Software, but may be separately purchased.
REPLACEMENT PARTS	EMC provides replacement parts when deemed necessary by EMC.	Included. Replacement part delivery objective is next local business day. Local country shipment cut-off times may impact next local business day delivery of replacement parts and the related onsite support. Installation of Customer Replaceable Units (CRUs) is the responsibility of the Customer. Refer to Product Maintenance table for listing of parts designated as CRUs. Installation of all other non-CRU parts performed by EMC. If EMC installs the replacement part, EMC will arrange for its return to an EMC facility. If a Customer installs the CRU, the Customer is responsible for returning the replaced CRU to a facility designated by EMC.

SOFTWARE RELEASES	EMC provides the rights to new releases as made generally available by EMC.	Included. Customer will perform the installation of new releases of Software, unless otherwise deemed necessary by EMC.
SECURE REMOTE SUPPORT ("CONNECT HOME")	Certain EMC products will automatically and independently contact EMC to provide input to assist EMC in problem determination. EMC will remotely access products if necessary for additional diagnostics and to provide remote technical support.	Included for products which have remote monitoring tools and technology available from EMC. Once EMC is notified of a problem, the same response objectives for Remote Technical support and Onsite Support will apply as previously described.
ACCESS TO WEB-BASED CUSTOMER SUPPORT TOOLS	Customers who have properly registered have access on a 7X24 basis to EMC's web-based knowledge and self-help customer support tools via the EMC Powerlink® website.	Included.

*Severity Levels:

- **Severity 1–Critical:** a severe problem preventing customer or workgroup from performing critical business functions.
- **Severity 2–High:** the customer or workgroup able to perform job function, but performance of job function degraded or severely limited.
- **Severity 3–Medium:** the customer or workgroup performance of job function is largely unaffected.
- **Severity 4–Request:** minimal system impact; includes feature requests and other non-critical questions.

The warranty periods and support options ("EMC Support Information") on this website apply (i) only between EMC and those organizations that procure the applicable products and/or maintenance under a contract directly with EMC (the "EMC Customer"); and (ii) only to those products or support options ordered by the EMC Customer at the time that the EMC Support Information is current. EMC may change the EMC Support Information at any time. The EMC Customer will be notified of any change in the EMC Support Information in the manner stated in the then current product ordering and/or maintenance related agreement between EMC and the EMC Customer, but any such change shall not apply to products or support options ordered by the EMC Customer prior to the date of such change.

EMC will have no obligation to provide Support Services with respect to Equipment that is outside the EMC Service Area. "EMC Service Area" means a location that is within (i) a one hundred (100) mile radius of an EMC service location; and (ii) the country in which the Installation Site is located, unless otherwise defined in your governing agreement with EMC, in which case the definition in the governing agreement prevails.

Products or services obtained from any EMC reseller are governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the EMC Support Information on this website. The reseller may make arrangements with EMC to perform warranty and/or maintenance services for the purchaser on behalf of the reseller. Please contact the reseller or the local EMC sales representative for additional information on EMC's performance of warranty and maintenance services on Products obtained from a reseller.

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Rev. January 24, 2012

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Hopkinton, Massachusetts 01748-9103
1-508-435-1000 In North America 1-866-464-7381
www.EMC.com

EMC²

AGENDA ITEM #30.

State of Texas §
§
County of Galveston §

Consulting Services Agreement
Between Galveston County and Charlotte Nichols

I. Parties

This Consulting Services Agreement (Agreement) is by and between the County of Galveston, Texas, (County) and Charlotte Nichols (Consultant), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

II. Background/Purpose

The County is in need of information technology services and expertise in judicial case management, specifically in Odyssey software. Consultant has extensive knowledge, expertise, and experience in such information technology judicial case management, particularly in Odyssey software. Consultant also has extensive knowledge, expertise, and experience in judicial case management involving the judicial system within Galveston County.

The County wishes to enter into an agreement with Consultant for the completion of the 2012 Odyssey upgrade and the migration from Texas Online to Odyssey for compliance with electronic filing (e-filing) requirements in judicial proceedings in Galveston County. Consultant wishes to enter into an agreement with the County to provide such professional and/or personal services to complete the 2012 Odyssey upgrade and migration from Texas Online to Odyssey. Finally, Consultant does business as an individual and/or as a sole proprietorship and all services to be rendered hereunder will be performed personally by Consultant. Consultant and County agree that the services to be provided hereunder constitute personal and/or professional services for purposes of the County Purchasing Act's exemptions from competitive bidding.

Accordingly, in consideration of the covenants and agreement contained herein, the receipt and sufficiency of which is hereby mutually acknowledged by the Parties, the Parties enter into this Agreement.

III. Services

a. **Scope.** Consultant shall render such professional and/or personal services necessary to complete the 2012 Odyssey upgrade and migration from Texas Online to Odyssey. Consultant services shall include configuration for the new features in the Odyssey application for Attorney Manager, Odyssey Workflow Configuration for the Galveston County Clerk's Office in preparation for TexFile e-filing implementation, update on delinquent account status to include a new process to improve the business process for the Galveston County Office of Justice Administration, and associated consulting and communications with County officers and employees to address stakeholder concerns, consulting with the Conference of Urban Counties and Galveston County Sheriff's Office on business analysis, and TexFile configuration duties. A Statement of Work prepared by Consultant detailing estimated hours associated with such objectives is attached hereto as **Exhibit No. 1** and incorporated herein for all purposes.

b. **Access to County facilities.** Consultant shall have access to County facilities and County property reasonably necessary for Consultant to render services. Consultant shall adhere to general rules and procedures customary for the County facilities. Consultant shall use County facilities and property only for the performance of her services under this Agreement. Use of County facilities or properties for personal or other business use is prohibited. Property includes, inter alia, computers and associated computer infra-structure.

c. **Non-Disclosure.** Consultant shall keep the information which she has accessed in the course of rendering services hereunder confidential. Consultant shall not disclose, release, or otherwise share confidential information except as required by law and with other County employees and officials on a strict need-to-know basis for the performance of services under this Agreement. Consultant acknowledges and agrees that confidential information may include, but is not limited to: information within case files; information within law enforcement records; information regarding County customers, vendors, suppliers, and other business entities; information regarding business methods; data contained in the systems; information regarding the County or its vendors technologies, systems, processes, business information, techniques and procedures; information of a third party; information that is confidential by State and/or federal law. Confidential information includes information confidential under the Transportation Code, the Family Code, the Government Code, the Occupations Code, the Health and Safety Code, and proprietary information, etc. (this list is not exhaustive). Consultant's disclosure, release, or other sharing of confidential information shall be grounds for the immediate termination of this Agreement. Further, Consultant acknowledges and agrees that such sharing may constitute an offense. Finally, Consultant shall not retain any information which she has accessed in the course of rendering services hereunder and such information shall not be forwarded to or stored on any computer or system outside of the County.

d. **No Intellectual Property Rights.** No work performed hereunder by Consultant, including but not limited to any resulting reports, software, programs, procedures, or systems shall be the subject of copyright, patent, trademark, license, or other intellectual property protection by Consultant.

IV. Term/Termination

a. **Term.** This Agreement is and shall be effective as of September 11, 2013 and shall remain in effect through March 10, 2014 (i.e., a six month term) or until Consultant has performed 640 hours, whichever comes earlier, unless terminated earlier as provided herein.

b. **Termination for Convenience.** This Agreement may be terminated by either Party, with or without cause, or for convenience, upon providing at least fourteen (14) calendar days' prior written notice to the other Party.

c. **Termination for Cause.** If Consultant is in breach of any material term of this Agreement, then County may terminate this Agreement effective immediately.

d. **Compensation in the event of Termination.** In the event this Agreement is terminated prior to its term, Consultant shall be compensated for services performed up to the time of termination.

e. **No liability for early termination.** In the event this Agreement is terminated prior to the term specified herein, the County shall not be liable to Consultant for loss of profits anticipated to be made by Consultant.

f. **Non-waiver.** The waiver by a Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach or violation of the same or another provision herein. Failure of a Party to insist upon the strict performance of any of the provisions herein or to exercise any right or remedy accruing hereunder or failure of performance shall not be construed as a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any other right or remedy occurring as a result of any future default or failure of performance.

V. Compensation and Related Matters

a. **Compensation.** Consultant shall be compensated for services performed at the rate of $75.00 per hour, up to a maximum amount of $48,000.00. In no instance shall the compensation paid under this Agreement exceed $48,000.00; this Agreement shall not exceed $48,000.00. Consultant shall not be compensated for travel costs, including but not limited to food, lodging, and transportation, associated with the performance of services hereunder.

b. **Invoicing.** Consultant shall provide a written itemized and signed invoice for her services rendered on a monthly basis. Such invoice shall be provided no later than the 15th calendar day following the end of the preceding month and shall detail the services provided and the expenses invoiced for that preceding month. Consultant may utilize the Information Technology software to record and report her time worked.

c. **Payment.** County shall pay Consultant upon County's receipt of a verified, itemized, and proper invoice in accordance with the Texas Prompt Pay Act, which is codified as Chapter 2251 of the Texas Government Code. In the event the County disputes an invoice or any portion of an invoice, the County shall timely notify Consultant of the dispute. Any disputed amounts will be negotiated in good faith and in accordance with requirements of the Texas Prompt Pay Act.

VI. Designated Contact Persons and Notice

a. **Designated Contact Persons.** Consultant shall perform all services herself and likewise serve as her own contact person; thus, Consultant's designated contact person for implementing this Agreement is Charlotte Nichols. Consultant shall utilize a County electronic mail (email) address during the term of this Agreement, which shall be charlotte.nichols@co.galveston.tx.us. Consultant acknowledges and agrees that the only communications that may be used utilizing the County email address is electronic mail and communications related to the performance of her services under this Agreement. County's designated contact person for implementing this Agreement is JJ Allen. The email for Ms. Allen is jj.allen@co.galveston.tx.us.

b. **Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be delivered in person, or mailed by certified mail, return receipt requested with proper postage affixed, or may be transmitted by email transmission, to the addresses/email address listed herein. If mailed, the notice shall be deemed delivered when actually received, or if earlier, on

the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when receipted for by, or actually received by, the receiving Party. If transmitted by email, notice shall be deemed delivered when transmitted, provided that the transmission occurs during a day and time that the County is open for business. Any notice sent via email at a time that the County is not open for business (i.e., after business hours or on a day when the County is closed) shall be deemed delivered on the immediately following business day that the County is open for business. The County's business hours are generally Monday through Friday, 8:00 a.m. to 5:00 p.m. (unless the County is closed in observance of a holiday or for some other reason).

To County:

Attn: Mark Henry,
County Judge of Galveston County, Texas
722 Moody, Suite 200
Galveston, Texas 77550
Email: mark.henry@co.galveston.tx.us

With a copy to:

Attn: Rufus Crowder, CPPO, CPPB
Purchasing Agent of Galveston County, Texas
722 Moody, 5th Floor
Galveston, Texas 77550
Email: rufus.crowder@co.galveston.tx.us

To Consultant:

Charlotte Nichols
P.O. Box 1972
Texas City, Texas 77592
Email: charlotte.nichols@co.galveston.tx.us

VII. Indemnification and Hold Harmless

Consultant assumes all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County, its elected and appointed officials and department heads, agents and employees from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person arising out of or occasioned by Consultant's operations under this Agreement, its use of County facilities and/or equipment, and/or from any other breach on the part of the Consultant, its employees, agents or assigns. Consultant shall pay any judgment with cost which may be obtained against the County resulting from Consultant's operations under this Agreement.

VIII. Remaining Terms

a. **Subject to Availability of Funds**. Consultant acknowledges and agrees that this Agreement does not create a debt against the County, that this Agreement is subject to the appropriation of funds by the Commissioners Court, and that this Agreement does not constitute an obligation for such appropriation.

b. **Covenant against Contingent Fees**. Consultant warrants that no person(s) or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Consultant for the purpose of securing business.

c. **Subcontracting or Assignment**. Consultant shall not assign, sell, or otherwise transfer this Agreement, in whole or in part, without the prior written permission of the County acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the Consultant of any of its responsibilities under this Agreement.

d. **Change of Corporate Structure or Ownership**. Consultant represents and warrants that she shall personally perform all services hereunder. Consultant is responsible for the performance of this Agreement. In the event of any change of ownership or structuring or restructuring of corporate identity, the Consultant shall notify the County immediately as provided within the Notice provisions of this Agreement. This Agreement is specifically conditioned on the performance of services solely by Consultant herself. No change in the obligation of the Consultant will be recognized by the County unless and until such change is approved by Commissioners Court.

e. **Force Majeure**. In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

f. **Severability**. If a provision contained in this Agreement is held invalid for any reason, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

g. **Validity/Enforceability**. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

h. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Galveston County, Texas.

i. **No Third Party Beneficiary**. This Agreement inures only to the benefit of Galveston County and Consultant. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights in third parties.

j. **Authority to Bind**. Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the

Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

k. **Immunity Retained**. The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

l. **Public Information Act**. The Parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code, and as such is required to release information in accordance with the Public Information Act.

m. **Entirety of Agreement**. This Agreement contains the entire agreement of the Parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect.

n. **Amendment**. This Agreement may be amended only by written instrument duly authorized by each Party hereto and duly executed by each respective Party hereto.

o. **Independent Contractor**. None of the provisions of this Agreement create, are intended to create, nor shall be deemed or construed to create, any relationship between the County and Consultant other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. In the performance of work, duties and obligations under this Agreement, the Consultant is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. The Consultant is not an agent or employee of the County for any purpose. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by the Consultant, its agents, employees or representatives.

p. **Remaining Pages**. The Execution page and Exhibit No. 1 of this Agreement follow this page.

***

The Rest of This Page is Intentionally Left Blank

This Agreement is hereby **EXECUTED** by the Parties hereto, each respective Party acting by and through its duly authorized official as required by law, to be effective on the date specified herein.

Galveston County,
By: **Date Signed:**

_____ _____
Mark Henry, County Judge

Attest:

_____
Dwight D. Sullivan,
Galveston County Clerk

Consultant,
By: **Date Signed:**

_____ _____
Charlotte Nichols

Exhibit No. 1 - Statement of Work

1. 2012 Configuration for Attorney Manager. Configuration for new features in the Odyssey application. This will allow for non-criminal case management in the District Attorney's office.

Estimate: 240 hours

2. Odyssey Workflow Configuration for the Galveston County Clerk's office in preparation for TexFile e-filing implementation.

Estimate: 80 hours

3. Justice Administration Delinquent Account clean-up. Delinquent account status' must be updated to be accurate and a new process implemented to improve the business process.

Estimate: 120 hours

4. Miscellaneous – Consulting/Configuration needed to resolve open issues – address stakeholders concerns – consulting with CUC/SO business analysis – TexFile configuration and PM duties.

Estimate: 200 hours

Total hours – 640

AGENDA ITEM #31.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 9/23/13	2. Contract Type: Expense Revenue Other		3. Renewal Contract: Yes / No
4. Department Name: Galveston County Tax Office		5. Department Contact: Sheryl Swift	
6. Description: Software & Equipment Annual Maintenance Agreement			
7. IFAS PEID No:	8. IFAS Req No:	9. Orgkey: 2107	10. Object Code: 5423-701
11. Vendor: Technique Data Systems		12. Vendor Contract No:	
13. Requested Legal Review: Yes / No (Explain if No)			

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
TAC	151500	5,800.00					
~~2705~~ 2107							
Voter Registration							
22. Totals:		-	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date:	Auto Renewal Contract: Yes / No	Bid No:
Contract End Date:	Contract # Issued By Purchasing:	

Approved By:	Signature	Date
Department Head:	Cheryl E. Johnson	9/23/13
Purchasing Agent:		9-23-2013
County Legal:		09/23/2013
County Budget Office:	Contract listed in Budget Documentation: YES NO by Jeffrey P. Modjelewski Budget Available and Funds are/will be Available: YES NO	09/25/2013
County County Auditor:		9/23/2013

Invoice

TECHNIQUE DATA SYSTEMS

1930 Alpha Drive · Suite 300 · Rockwall, TX 75087

Phone: (972) 772-5040
Fax: (972) 722-6052
www.techdatasystems.com

RECEIVED
SEP 13 2013
BY: bm

Invoice Number: 038941
Invoice Date: Sep 5, 2013
Page: 1

Sold To:
GALVESTON COUNTY TAX OFFICE
ATTN: SHERYL SWIFT 2ND FLOOR
722 MOODY AVE 21ST STREET
GALVESTON, TX 77553

Ship to:
GALVESTON COUNTY TAX OFFICE
ATTN: SHERYL SWIFT 2ND FLOOR
722 MOODY AVE 21ST STREET
GALVESTON, TX 77553

Customer ID	Customer PO	Payment Terms	
GALVESTON COUNTY TAX		Due at end of Month	
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 # 2485 EFFECTIVE 10/02/2013-10/01/2014	3,500.00	3,500.00

Federal Tax ID# 75-2381117

Subtotal	3,500.00
Sales Tax	
Freight	
Total Invoice Amount	3,500.00
Payment Received	
TOTAL	3,500.00

Check No:

Technique Data Systems, Inc
Phone: 972-772-5040
Fax: 972-722-6052
1930 Alpha Drive, Suite 300
Rockwall, TX 75087

Contract

No: **2485**
Date: 10/2/2012

Account Name: Galveston County Tax **Account Number:** 5280

Basis: Time Period Time Remaining: 28 days

Type of contract is a ANNUAL, SOFTWARE MAINTENANCE and number of items covered on this contract are, 4.00. This contract was created on 10/2/2012. This contract starts on 10/2/2012 and ends on 10/1/2013. The contract price is $3,500.00.

Status	Billing Cycle	Total Billed	Last Billing	Billed Thru	Tax Code	Payment Method	Assigned Tech
ACTIVE	Annual	$ 0.00			DALLAS		

Items for Account: Galveston County Tax, No. 5280, ID: TDS Secure Remit 722 Moody Ave 21st Street 2nd Floor Galveston TX 77553

Item ID: SOF-AT ACH DEPOSIT Description: ACH DEPOSIT

Warranted Thru: 9/30/2013 Customer Inventory: Yes

Quantity	Start Date	List Price	Yearly Price	Renewal List
1	10/2/2012	$ 1,500.00	$ 300.00	

Item ID: SOF-AT CAR/LAR Description: CAR/LAR

Warranted Thru: 9/30/2013 Customer Inventory: Yes

Quantity	Start Date	List Price	Yearly Price	Renewal List
1	10/2/2012	$ 1,200.00	$ 1,200.00	

Item ID: SOF-AT MULTI USER UP Description: MULTI USER UPGRADE

Warranted Thru: 9/30/2013 Customer Inventory: Yes

Quantity	Start Date	List Price	Yearly Price	Renewal List
1	10/2/2012	$ 2,000.00	$ 600.00	

Item ID: SOF-AT REMIT TIER 2 Description: TDS SECURE REMIT TIER 2 100,000 ITEMS

Warranted Thru: 9/30/2013 Customer Inventory: Yes

Serial Number	Start Date	List Price	Yearly Price	Renewal List
RG2-TQD-47D70-BD1D4	10/2/2012	$ 6,450.00	$ 1,400.00	

RECEIVED
SEP 13 2013
BY: Bn

TECHNIQUE DATA SYSTEMS

Invoice

Invoice Number: 039093
Invoice Date: Sep 23, 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 TAX OFFICE
ATTN: SHERYL SWIFT 2ND FLOOR
722 MOODY AVE 21ST STREET
GALVESTON, TX 77553

Ship to:
GALVESTON COUNTY TAX OFFICE
ATTN: SHERYL SWIFT 2ND FLOOR
722 MOODY AVE 21ST STREET
GALVESTON, TX 77553

Customer ID	Customer PO	Payment Terms	
GALVESTON COUNTY TAX		Due at end of Month	
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: 2480 EFFECTIVE: 10/1/13 - 10/31/14	345.00	345.00

Federal Tax ID# 75-2381117

Subtotal	345.00
Sales Tax	
Freight	
Total Invoice Amount	345.00
Payment Received	
TOTAL	345.00

Check No:

Technique Data Systems, Inc
Phone: 972-772-5040
Fax: 972-722-6052
1930 Alpha Drive, Suite 300
Rockwall, TX 75087

Contract

No: **2480**

Date: 9/27/2012

Account Name: Galveston County Tax **Account Number:** 5280

Basis: Time Period Time Remaining: 403 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 9/27/2012. This contract starts on 10/1/2013 and ends on 10/31/2014. The contract price is $345.00.

Status	Billing Cycle	Total Billed	Last Billing	Billed Thru	Tax Code	Payment Method	Assigned Tech
ACTIVE	Annual	$ 0.00			DALLAS		

Items for Account: Galveston County Tax, No. 5280, ID: TDS Secure Remit 722 Moody Ave 21st Street 2nd Floor Galveston TX 77553

Item ID: EQU-CANON CR-190i Description: CANON CR-190I DUPLEX 190PPM 200DPI

Warranted Thru: 12/31/2012 Customer Inventory: Yes

Serial Number	Start Date	List Price	Yearly Price	Renewal List
FG306273	10/1/2013	$ 2,495.00	$ 345.00	

AGENDA ITEM #32.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 9-23-13	2. Contract Type: Expense Revenue Other		3. Renewal Contract: Yes / No
4. Department Name: District Attorney		5. Department Contact: Jack Roddy	
6. Description: JP Prosecutor Contract			
7. IFAS PEID No: 134270	8. IFAS Req No:	9. Orgkey: 1101 · 127100	10. Object Code: 5481000
11. Vendor: J. Ted Mora		12. Vendor Contract No:	
13. Requested Legal Review: Yes / No (Explain if No)			

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
JP Prosecutor	1101						
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: CM13356	

Approved By:	Signature	Date
Department Head:		9-23-13
Purchasing Agent:		9-24-13
County Legal:		
County Budget Office:	Contract listed in Budget Documentation YES NO by Jeffrey J. Modzelewski Budget Available and Funds are/will be Available YES NO	09/24/2013
County County Auditor:		9/24/2013

CONTRACT TO PROVIDE PROSECUTOR SERVICES
TO GALVESTON COUNTY CRIMINAL DISTRICT ATTORNEY

1. Parties to this agreement are Jack Roady, Criminal District Attorney of Galveston County, and J.T. "Ted" Mora, Jr.
2. The term of this agreement begins on the date agreed/signed and terminates on September 30, 2014, and may be cancelled by any of the parties conditioned upon one (1) week written notice to the other parties.
3. Criminal District Attorney Jack Roady agrees to appoint J.T. "Ted" Mora, Jr. to the position of Special Prosecutor to represent the State in all proceedings in all of the Justice of the Peace Courts in Galveston County, Texas, on an as-needed basis.
4. J.T. "Ted" Mora, Jr. agrees to represent the State of Texas as Special Prosecutor in all proceedings in all of the Justice of the Peace Courts in Galveston County, Texas, on an as-needed basis, including the preparation of all necessary forms/documents, approval of peace bonds, and prosecution of court and jury trials.
5. This agreement is based on an average of, but not limited to, a minimum of twenty hours work per week.
6. Travel/transportation costs incurred by J.T. "Ted" Mora, Jr. necessary to perform these services are not reimbursed by the County.
7. Equipment costs (such as computer, telephone, and fax machine) are not reimbursed by the County.
8. In consideration for the services stated above, J.T. "Ted" Mora, Jr. will be paid $1,538.46 bi-weekly by Galveston County.
9. In the event J.T. "Ted" Mora, Jr. is temporarily prevented by illness or emergency from performing his duties outlined above, the Office of the Criminal District Attorney will represent the State of Texas in the proceedings. It is the responsibility of J.T. "Ted" Mora, Jr. to contact the Office of the Criminal District Attorney any time he is prevented from performing his duties to insure that he has an agreement for a substitute prosecutor to act in his absence.
10. In the event J.T. "Ted" Mora, Jr. is prevented by illness or emergency from performing his duties outlined above for any extended period of time, the Office of the Criminal District Attorney will withhold payment to J.T. "Ted" Mora, Jr. for such period.
11. J.T. "Ted" Mora, Jr. will abide by all policies and procedures set out by the Galveston County Criminal District Attorney's Office and Criminal District Attorney Jack Roady.

Agreed to on September 10, 2013.

J.T. "TED" MORA, JR.

Jack Roady, Criminal District Attorney
Galveston County, Texas

AGENDA ITEM #33.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 9-23-13	2. Contract Type: (Expense) Revenue Other		3. Renewal Contract: (Yes) No
4. Department Name: District Attorney		5. Department Contact: JACK ROADY	
6. Description: MHMR Contract			
7. IFAS PEID No: 701243	8. IFAS Req No:	9. Orgkey: 1101 · 127100	10. Object Code: 5481000
11. Vendor: STACEY JONES		12. Vendor Contract No:	
13. Requested Legal Review: Yes / (No) (Explain if No)			

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
MHMR Contract Salary	1101	43,197	43,197	39,000	39,000		
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: CM13357	

Approved By:	Signature	Date
Department Head:		9-23-13
Purchasing Agent:		9-24-13
County Legal:		
County Budget Office:	Contract listed in Budget Documentation: YES NO by Jeffrey L. Mokzlewski Budget Available and Funds are/will be Available: YES NO	09/24/2013
County County Auditor:		9/27/2013

CONTRACT TO PROVIDE MENTAL HEALTH COURT-APPOINTED SERVICES TO GALVESTON COUNTY PROBATE COURT

1. Parties to this agreement Jack Roady, Criminal District Attorney of Galveston County, and Stacey L. Jones.
2. The term of this agreement begins on the date agreed/signed and terminates on September 30, 2014 and may be cancelled by any of the parties conditioned upon two (2) weeks written notice to the other parties.
3. Pursuant to Section 571.016 of the Health and Safety Code, Criminal District Attorney Jack Roady agrees to appoint Stacey L. Jones to the position of Special Prosecutor to represent the State in all mental health proceedings, cases for court-ordered chemical dependency treatment and/or mental retardation commitments in Galveston County, Texas.
4. Stacey L. Jones agrees to represent the State of Texas as Special Prosecutor in all mental health proceedings, cases for court-ordered chemical dependency treatment and/or mental health retardation commitments governed by the Texas Mental Health Code which are conducted in Galveston County, Texas, including the preparation of all necessary forms/documents.
5. This agreement is based on an average of, but not limited to, a minimum of twenty-two hours work per week.
6. Travel/transportation costs incurred by Stacey L. Jones necessary to perform these services are not reimbursed by the County.
7. Equipment costs (such as computer, telephone, and fax machine) are not reimbursed by the County.
8. In consideration for the services stated above, Stacey L. Jones will be paid $3,250 per month by Galveston County.
9. In the event Stacey L. Jones is temporarily prevented by illness, vacation, private practice of law, or emergency from performing her duties outlined above, it is the responsibility of Stacey L. Jones to contact the Office of the Criminal District Attorney and insure that she has an agreement for a substitute special prosecutor to act in her absence.
10. It shall be the responsibility of Stacey L. Jones to provide a substitute special prosecutor that is approved and duly sworn by Jack Roady, Criminal District Attorney of Galveston County.
11. In the event Stacey L. Jones is temporarily prevented from performing her duties as outlined above, it shall be the responsibility of Stacey L. Jones, including fees/costs and paperwork, to provide a qualified substitute special prosecutor.
12. In the event Stacey L. Jones is prevented by illness or emergency from performing her duties outlined above for any extended period of time, the Office of the Criminal District Attorney will withhold payment to Stacey L. Jones for such period.

Agreed to on 9/12 2013.

Stacey L Jones

STACEY L. JONES

Jack Roady, Criminal District Attorney
Galveston County, Texas

AGENDA ITEM #34.

Contract for Election Services

[Joint Elections - November Odd Numbered Years]

This Contract is made and entered into this 9th day of Sept., 2013 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and Melinda Welsh on behalf of City of Friendswood ("Contracting Authority").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that the Contracting Officer and the Contracting Authority understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:
Purpose of Election: Friendswood Bond Election

November 5, 2013	**December 17, 2013**
Election Date	**Runoff Election Date**

Notice is hereby given that this election will be conducted as a Countywide Vote Center Election allowing voters registered in Galveston County to vote on Election Day at any of the county's polling locations.

1. Duties and Services of the Contracting Officer.
The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

1.1 Program, or arrange to have programmed, the ballot.
[Cost: Based upon the number of contests on the ballot. See attached Fee Schedule]

1.2 Arrange to have published the legal notices of the testing of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§ 129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and be open to the public. The Contracting Officer proposes conducting the first test no later than **September 20, 2013**.
[Cost: The cost for publishing the notice will be split equally between all the parties involved with said joint election. See attached Fee Schedule]

1.3 Provide technical and equipment support for the voting machines and equipment being provided to the Contracting Authority. In the event there is a failure of a voting machine the Contracting Officer shall try to remedy the problem over the phone. If he is unable so to do he will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.
[Cost: Included in the 10% election fee]

1.4 On behalf of the Contracting Authority, obtain voter registration lists from the Voter Registrar to be used during Early Voting and on Election Day. Since this is a joint countywide vote center election with the county of Galveston all partners to this agreement shall use electronic poll books.
[See Section 2.3 below]

For additional Duties of the Contacting Officer see the table below.

2. Duties and Services of the Contracting Authority.
The Contracting Authority will be responsible for performing the duties and services set forth in this section.

2.1 Prepare and submit all required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election. *[Not Applicable given the action taken by the U.S. Supreme Court on June 25, 2013 and Texas Attorney General Abbott's subsequent legal opinion]*

2.2 Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.

2.3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day. *[See section 1.4 above]*

2.4 In accordance with Texas Election Code §85.005 establish uniform voting days and hours that conform to the dates and times the County of Galveston is conducting its general election. The Texas Election Code §85.005 (d) requires cities to have at least two days of early voting at the main early voting location for 12 hours each day. The Contracting Authority will work with the Contracting Officer and other jurisdictions holding a joint election with the County in order to ensure uniform election hours county-wide.

2.5 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer no later than 71 days prior to the Election Day **[August 26, 2013]**.

2.6 If the Contracting Authority desires to have an additional polling location(s) to those selected by the Contracting Officer for the General Election, the Contracting Authority will submit a list of said locations to the Contracting Officer no later than **August 12, 2013.** Upon notification by the Contracting Authority, the Contracting Officer shall conduct a site inspection of the location to ensure that they comply with Americans with Disabilities Act (ADA) accessibility requirements and that they also have adequate Verizon MiFi Internet access. By **August 23, 2013**, the Contracting Officer will share with the Contracting Authority the results of the site inspection and inform same of any adjustments that may be required in order to utilize the location(s) selected by the Contracting Authority. *[See section 2.16 below]*

In the event that polling locations within the Contracting Authority's jurisdiction are moved from locations used in previous elections, it will be the responsibility of the Contracting Authority to comply with §43.062 of the Texas Election Code that requires voters be notified of the new location by placing a notice at the old polling location telling the voters of the nearest new polling location.

2.7 Provide to the Contracting Officer the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to the Contracting Officer by **no later than August 26, 2013.** All language on the ballot must be provided in both English and Spanish.

2.8 Return to the Contracting Officer, by **5 p.m. on September 11, 2013**, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made.

2.9 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day. This will be a joint countywide vote center election which allows a prospective voter the ability to vote at any of the County's election day polling places. The parties understand that each election has its own challenges and requirement and that failure to provide the information in paragraphs 2.5, 2.6, 2.7 and 2.8 by the above dates will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. **Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**

2.10 As required by § 67.017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day.

2.11 Unless otherwise stipulated, transport, or have its Presiding Election Judges transport on its behalf, the voting machines and equipment to the Contracting Authority's Early Voting and Election Day voting locations.

2.12 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision tabulation of results.

2.13 Since this will be a countywide vote center election in which numerous entities will be involved, the Contracting Authority may appoint one person to serve on the Signature Verification Committee/Early Voting Ballot Board. The same person, or another representative, may also be appointed to serve on the Ballot Resolution Board. If the Contracting Authority makes such an appointment(s) they shall provide the Contracting Officer with contact information for each of these individuals in writing by **no later than September 30, 2013.** [See http://www.galvestonvotes.org/Resources/WhatHappensElectionDay.html for a summary of the duties of the various boards]

2.14 Pay a $200 fee per Early Voting and Election Day polling location within its jurisdiction, or a minimum of $400, to cover a portion of the Contracting Officer's costs for hiring two election judges to provide the Contracting Authority and its Judges election support services throughout the term of this Contract.

In addition, the contracting Authority will split equally with the Contracting Officer all the other costs for each Early Voting and Election Day polling place located within its jurisdiction. If there is no polling place located withing the Contracting Authority's jurisdiction, it shall split the costs for the nearest polling place to its jurisdiction. If the Contracting Authority desires to have a polling place or an additional polling location located within its jurisdiction, they will be charged the $200 fee noted above and 100% of the costs

associated with the additional polling location(s) (e.g., equipment, election kit, poll worker costs, etc.).

2.15 Pursuant to the provisions of the Help America Vote Act of 2002 [HAVA], provide the appropriate number of bilingual poll workers as determined by guidance provided by the U.S. Department of Justice. If the Contracting Authority is appointing personnel to staff a polling location, the Contracting Authority may not impose this duty on Contracting Officer. But, the Contracting Officer will attempt to assist Contracting Authority in finding bilingual poll workers.

2.16 All polling locations used during this election cycle shall comply with the Americans with Disabilities (ADA) accessibility requirements. If there is a shortage of ADA compliant voting locations, remedies shall be found to allow handicapped/disabled persons to cast their vote. In addition, since it is critical to record in real time those people who have cast their ballots, Internet access for the electronic poll books is required. All the polling locations must be accessible to the Internet through the Contracting Officer's Verizon MiFi units. ADA compliance and Internet connectivity shall be verified by the Contracting Officer prior to any new voting location being added to the list of polling places.

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:

a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots", that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U.S.C.S1973b(f)(4); and

b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer's services, it likewise has an obligation to comply fully with the same terms and provisions of the Voting Rights Act and the Help America Vote Act.

Cancellation of Contract: Contracting Authority may cancel this Contract without incurring any expenses by notifying Contracting Officer by email or other written form of its intention to so cancel by no later than forty-eight (48) hours after its candidates filing deadline. Should Contracting Authority desire to cancel this Contract after that time it may do so upon twenty-four (24) hours written notice to Contracting Officer but the Contracting

Authority will be obligated to pay Contracting Officer the greater of a fee of $500 or the cost of services and equipment rendered up through the date of cancellation.

Selection of Services:

The Contracting Authority hereby selects the following services that it wants the Contracting Officer to provide and those services for which the Contracting Authority shall be responsible. The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.
[Some of the choices have been preselected because they are required in this Joint Countywide Vote Center Election]

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☒	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. *Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night.* [**Cost:** $50 per kit - *To be split 50/50 for those polling locations the Contracting Officer selected within an entity's jurisdiction]*
☐	☒	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night. [**Cost:** Overtime for staff and part time workers hired to provide this service will be evenly split between ALL the entities participating in this joint election.]
☐ See note in right hand column	☒	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use. [**Cost:** $250 per eSlate or JBC and $300 per DAU eSlate - *To be split 50/50 for those polling locations the Contracting Officer selected within an entity's jurisdiction]* If the Contracting Authority provides the Contracting Officer with compatible HART voting equipment they will not be charged the fees above for those locations where said equipment is used.
☐	☒	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [**Cost:** $100 delivery per location].
☐	☒	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment. [**Cost:** Determined by the number of contests on the entity's ballot ***[not the entire combined ballot]***: $550 for up to ten contests, $1,100 for up to 20, $1,650 for up to 30, $2,450 for up to 40 and $3,000 for 41 or more contests.]

☐	☒	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station. Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results on Election Night. [**Cost:** $350 for use of the equipment plus overtime for county employees doing the tabulation (est. max. $350) These costs are to be shared evenly between all the parties that participate in this joint countywide vote center election.]
☐	☒	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election. [**Cost:** Included in the 10% election fee]
☐	☒	Conduct Early Voting, Election Day Voting, and bilingual training with at least two Election Day training sessions being offered during the evening hours beginning at 5:30 p.m. [**Cost:** $30 per trainee attending the six hour sessions. *For trainees working at locations added by the Contracting Authority the cost will be $60 each*]
In order to serve as a Judge or Alternate Judge, the person who desires to perform such services is required to attend training. Clerks shall be required to attend training unless they have attended similar county-provided election training within 90 days prior to the election. Due to a change in the law, the failure of a clerk to attend training will preclude them from serving.		
☐ **Waive Evening Training**	☒ **Choose Evening Training**	*Waiver of evening training:* The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions. By checking the *Waive Evening Training* box the Contracting Authority is restricting its workers to training conducted during normal business hours.
☒ **Use ePollBooks**	☐ **Use Paper Poll Books**	*ePollBooks:* For countywide vote center elections the county will be using electronic poll books at each location. At high volume polling places at least two may be used (at the Contracting Officer's Option] [**Cost:** $50 each at locations selected by the Contracting Officer and $100 each at polling places added by the Contracting Authority.]
☐ **Add Additional Polling Locations**	☒ **Decline adding more polling locations**	The Contracting Authority may add additional polling locations within its jurisdiction, if the Contracting Officer and Commissioners' Court approve. In doing so, the Contracting Authority understands that it will be responsible for 100% of the costs for said location and the location must conform to ADA standards and have Internet connectivity.

☐

☐ **Contracting Authority to Hire its own Judges, Alternate Judges and Clerks**	☒ **Contracting Officer to Hire Judges, Alternate Judges and Clerks**	Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer, are sufficiently trained for the Contracting Authority's election or as are specified by the Contracting Authority. In order to comply with the Texas Election Code, workers must be registered voters from within the jurisdiction holding the election but, since the Contracting Authority is conducting its election jointly with the County of Galveston, any voter registered within the county may serve. [**Cost:** Base cost of $10 per hour per worker. If the person is serving more than 40 hours during a normal county work week (from Thursday through Wednesday) they will be paid $15 per hour for every hour over 40 hours during said week. This normally only happens if the person is serving during Early Voting. The cost for paying workers will be split 50/50 for polling locations designated by the Contracting Officer. 100% of the cost will be charged for locations added by the Contracting Authority.] **NOTE:** If the Contracting Authority is hiring the judges, alternate Judges and clerks the Judges and Alternate Judges shall be required to attend training. They will also need to be selected based upon §§ 32.002 (c) TEC.
If the Contracting Officer is to hire judges, alternate judges and clerks he will notify the Election Judges of the dates of the election and any subsequent runoff election as required by Texas Election Code §4.007. Otherwise the Contracting Authority shall perform this service. [No additional cost]		
The cost for all printed ballots (including ballots by mail, sample ballots for polling locations, and test ballots for use in the Logic and Accuracy testing) is $.25 per ballot OR $.50 for multi-page ballots. For this election cycle, the Contracting Officer will handle ballot by mail requests. Our cost for each ballot by mail is $1.60 per mail ballot (not including printing) OR $1.75 for multi-page ballots. The Contacting Authority will be charged for each ballot by mail as follows: the combined cost of printing and mailing ballots multiplied by the number of ballots by mail sent to voters within their jurisdiction divided by two.		
☒ **Accept**	☐ **Decline**	The Contracting Authority may have an observer present during the tabulation of the votes. If Contracting Authority desires an observer it will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station.
☐	☒	Arrange to have published legal notices regarding the first Logic and Accuracy test of the tabulating equipment The actual cost associated with publishing said notice divided by the number of jurisdictions included in the notice.

Applicable only if the election is cancelled more than 48 hours after the candidate filing deadline		Cancellation Fee: If the Contracting Authority cancels its election and notifies the Contracting Officer in writing within forty-eight hours after its candidates filing deadline there will be no cancellation charge. If the Contracting Authority cancels its election after the forty-eight hour grace period, it will pay the greater of a $500 cancellation fee or the cost of services and equipment rendered up through the date of cancellation.
☒	Reimbursable Fee to be paid to the Contracting Officer	Fees charged by the facilities used will split equally between the Contracting Officer and the Contracting Authority. No additional fees will be charged.
☒	Reimbursable Cost to be paid to the Contracting Officer	*After normal business hours use of County employees during the election cycle will be billed to the entities.* Regular pay plus overtime for each employee. Said expense, if not directly attributable to a specific entity, will be divided by the number of entities contracting with Galveston County for election services
☒		Contracting Authority agrees to be responsible for any actual damages for repairs of voting equipment caused by its Election Workers during the time the voting equipment was in their possession.

3. Compensation, Billing, and Payment.

Pursuant to Texas Election Code §31.100 the fees noted above and throughout this contract are the actual expenses incurred by Contracting Officer in providing the various services contained herein.

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties. As noted in paragraph 2.14, the Contracting Authority shall pay $200 per Early Voting and Election Day polling location within its jurisdiction to help defray the $7,400 cost of hiring this part time help.

If the Contracting Officer is hiring the election workers for the Contracting Authority the following is agreed:

(1) The base rate of pay for each worker who has attended training is $10 per hour.

(2) If any election worker serves more than 40 hours during a normal county pay week ***(Thursday through Wednesday)*** they will be paid time-and-a-half for each hour served over 40 during that pay week.

In signing this agreement the Contracting Authority agrees to reimburse the Contracting Officer for the payment of election workers as outlined in this paragraph and the "Hiring of Judges, Alternate Judges and Clerks" found at the top of page 7 of this agreement.

In addition to the fees noted in this contract, the Contracting Authority will pay Contracting Officer the greater of Seventy-Five ($75.00) Dollars or an additional ten percent (10%) for general supervision of the election.

Pursuant to Texas Election Code §31.098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and, upon reimbursement by Contracting Authority, which the Contracting Authority hereby agrees to pay when invoiced, will pay the claims for those election expenses on Contracting Authority's behalf.

Contracting Officer will invoice Contracting Authority for services rendered under this Contract. Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

4. Voting System.

The Hart Intercivic 6.1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract.

5.Authorized Representatives.

Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections.

The Contracting Authority's Authorized Representative for all purposes of this Congract is

Melinda Welsh.

In the case of a Joint election involving multiple local entities that have come together to jointly contract with the Contracting Officer, the Contracting Authority makes known that Melinda Welsh will serve as the party making decisions relating to said Joint election and the Contracting Authority will be bound by decisions made by this person on its behalf.

6. General Provisions.

As specified in Texas Election Code §31.096 this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed;

(2) the authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or

(3)the authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with the County Treasurer and the County Auditor.

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees,

independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. The Contracting Officer and his employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for all costs and defense of that suit. In addition, Contracting Authority shall be required to provide adequate legal counsel for the County and/or the Contracting Officer and, upon notice to the Contracting Authority and/or County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals:

Contracting Officer:
Dwight Sullivan, County Clerk
Attention: William Sargent, Chief Deputy Clerk for Elections
Galveston County Justice Center
600 59 th Street, Suite 2001
Galveston, TX 77551-4180
409-770-5108
Email: William.Sargent@co.galveston.tx.us

Contracting Authority:
City of Friendswood
Melinda Welsh, City Secretary
910 S. Friendswood Dr.
Friendswood, TX 77546
Phone: 281-996-3270
Email: mwelsh@friendswood.com

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract needs not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do.

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Executed this 9 day of September, 2013.

Contracting Officer:

_____
Dwight D. Sullivan

Contracting Authority:

Name: Kevin M. Holland
( ) City Manager (X) Mayor
( ) Superintendent ( ) President
( ) Chair County Executive Committee
( ) City Secretary ( ) Other

ATTEST:

Melinda Welsh
City Secretary

Received and Filed:
Galveston County

_____
Hon. Mark Henry
County Judge
Attest:

_____
Dwight D. Sullivan
County Clerk

Date:_____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor:_____

AGENDA ITEM #36.

LIST OF DEMOCRAT PROPOSED JUDGES/ALTERNATE JUDGES (Revised as of Sept. 25, 2013)

Baines	Barbara	409-948-6783		222 4th Av	Texas City	TX	77590	E
Batie	Richard	409-750-8688		1514 Ave N	Galveston	TX	77550	E
Battle	Carrie	713-253-0116	409-744-8(	4708 Cadu	Galveston	TX	77551	E
Baugh	Anne	281-435-4148		4507 9th St	Bacliff	TX	77518	E
Benavidez	Rosie	409-927-2148	409-789-91	7803 Ave C	Santa Fe	TX	77510	Both
Bickhem	Donna	409-789-4758		7520 Caldw	Texas City	TX	77591	Both
Boykin	Rita	409-370-1234		2918 18th	Texas City	TX	77590	Both
Busceme	Angela	409-363-2107		935 Alberie	Crystal Bea	TX	77650	Both
Buster	Melvin	409-526-6074		309 S Fulto	Texas City	TX	77591	Both
Caligone	Alta	409-933-0553		918 N. Spa	Texas City	TX	77591	Both
Corona	Marty		281-794-38	1053 Glads	League City	TX	77573	E
Cumby	Audrey	409-938-8010		P O Box 67	La Marque	TX	77568	Both
Daniels	Jackie	832-340-6296		4811 Palme	Bacliff	TX	77518	Both
del Pozo	Sara	281-996-8965	713-553-9	206 Greenl	Friendswoc	TX	77546	Both
Elissalde	Linda	409-684-2634	409-256-17	P O Box 19	Crystal Bea	TX	77650	Both
Faillace	Mafalda	281-538-1184		2231 Bay H	League City	TX	77573	E
Fitzmaurice	Bob	281-334-2424	832-364-92	2707 Bent	League City	TX	77573	E
Flores	Carlos	409-682-1053		509 Wister	La Marque	TX	77568	Both
Hailey	Mary	281-996-0457		410 Clearvi	Friendswoc	TX	77546	Both
Hernandez	Sonia		713-377-31	121 Saint C	Friendswoc	TX	77546	Both
Hoskins	Billie Jo	409-744-5170		5 Lakeview	Galveston	TX	77551	E
Hypolite	Pat	409-256-7181	409-457-13	3021 Ave K	Galveston	TX	77550	Both
Jackson	Lois Marie	281-337-4103		P O Box 63	Dickinson	TX	77539	Both
Jones	Maxine	281-229-8084		2016 Ave C	Dickinson	TX	77539	Both
Ledbetter	Paula	281-798-7292		3723 Bayo	Dickinson	TX	77539	E
Lovings	Gloria	409-599-6134		315 Fulton	La Marque	TX	77568	Both
Mason	Renita Nell	281-508-2476		2501 Gulf F	Dickinson	TX	77539	Both
Moreno	Melissa	409-457-4227		1314 Ave L	Galveston	TX	77550	E
Murphree	Silvia D	832-338-6877		6180 Warri	League City	TX	77573	Both
Murray	Barbara	832-423-9458		315 Sorrell	League City	TX	77573	Both
Napier	Stephen	409-692-4434		820 Sealy	Galveston	TX	77550	Both
Payton	Olivia	409-599-2918		3002 69th	Galveston	TX	77551	Both
Perry, Jr.	Henry	409-935-3334		7207 Plove	Texas City	TX	77591	Both
Ramos	Norma	832-385-6013		2109 Pleas	League City	TX	77573	Both
Rawls	Irene	409-497-4491		2925 Q 1/2	Galveston	TX	77550	E
Russell	Tina	281-334-2696		717 Narciss	Clear Lake	TX	77565	E
Russell	Shirley	409-789-8605		3509 Ave L	Galveston	TX	77550	Both
Smith	Nancy	409-750-1553		8114 Leigh	Hitchcock	TX	77563	Both
Specion	Bette	281-332-3961		5908 Coun	League City	TX	77573	Both
Suter	Teresa	281-316-1297		14915 W. 1	Santa Fe	TX	77517	Both
Van Auken	Karen	281-482-4339		308 Sedora	Friendswoc	TX	77546	Both
Watkins	Willie Mae	409-935-3818		7013 Carve	Texas City	TX	77591	Both
West	Sharon	409-443-1705		7015 Ande	Texas City	TX	77591	Both
White	Joyce	281-557-1922		2307 Carin	League City	TX	77539	E
Williams	Pauline	409-256-1734		1410 35th	Galveston	TX	77550	Both
Worthy	Elizabeth		409-392-17	3801 Kansa	Dickinson	TX	77539	Both
Aleman	Lillie A	409-763-8689		3305 Ave C	Galveston	TX	77550	Both
Newbrough	Wilda R	281-615-1339		504 Fairdal	Friendswoc	TX	77546	E
Spells-Simmons	Elizabeth		832-226-71	3500 Baker	Dickinson	TX	77539	Both
Randle	Sherronda	409-770-3404		2902 Deats	Dickinson	TX	77539	Both

LIST OF REPUBLICAN PROPOSED JUDGES/ALTERNATES (Revised as of Sept. 25, 2013)

Arrington	Tess	409-938-7808
Brandt	Randy	832-788-0839
Brodie	Diane	281-935-0683
Canion	Ken	281-482-6520
Chaney	Deborah	281-224-7800
Clements	Tony	409-789-5802
Coles	Richard	409-935-8100
Delesandri	Wanda	
Dean	Carol	281-309-9494
Delgado	Jason	512-657-7189
Dickson	Christy Anne	409-789-2295
Edwards	J.T.	281-226-0284
Goodman	Frank	281-554-5358
Gutierrez	Brenda	409-908-9707
Hagen	Jeff	281-414-6932
Ignazio	Joe	832-704-6972
Jard	Candy	281-546-4366
Kerr	Bob	409-744-0236
Kloesel	Tanya	409-908-9988
Lane	Chris	
Lardas	Mark	832-875-3475
Lawson	Judy	832-387-2410
Lewis	Karen	409-925-7016
Listiak	Billie	713-885-4361
Listiak	Dean	713-885-4361
Lowe	Janis	281-380-1122
Marchi	Joyce	409-771-7705
McClain	Joanne	713-301-1725
Morrison	Cathy	409-925-0162
Moss	Bettie	
Nenninger	Kathie	281-334-4418
Perry	Tom	409-939-4481
Pfifer	Ruth	281-482-8871
Phillips	David	409-771-3005
Putman	Allison	281-734-3223
Roberts	J.D.	713-516-5262
Rogers	Kathy	281-744-0929
Sargent	Anna Leigh	409-744-2497
Sargent	Jean	409-744-2497
Shaner	Gene	281=910-1823
silverberg	Raquel	
Smith	Paula	281-881-5266
Stevens	Karen	409-771-3056
Vickery	Dena	409-682-1571
Voll	John	
Vollmer	Barbara	
Walker	Aurora	281-667-7594
Wilson	Bonnie	281-467-8182
Zeek	Don	713-264-1682
Randolph	Tommye	
Burns	Lynnette	
Phillips	Shaun	
Sands	Sharon	
Geer	Janice	
Crowder	Elaine	
Glanz	Doris	
Robinson	Ken	
Boyer	Rita	
Guererro	Michael	

Turnbow	Tommye
Jardine	Jean
Youngblood	Alicia
Pool	Al

AGENDA ITEM #37.

Appointment of Early Voting Ballot Board Members

Section 87 of the Texas Election Code gives the County Election Board the authority for appointing the members of the Early Voting Ballot Board.

These appointments must be based upon the lists provided by the political parties. In our county the Republicans will have the Presiding Judge and the Democrats will have the Alternate Judge.

Presiding Judge: Penny Ignazio
Alternate Judge: Lucille McGaskey

Republican		**Democrat**	
Lesley Bruemmer	832-632-2880	Shirley Russell*	409-789-8605
Karen Elrdon	409-948-3376	Emma Stanley	409-938–7113
Maria Fierro	832-632-2168	Albert Perry	409-938-7113
JoAnn McClain	713-301-1725	Billie Hoskins	409-744-5770
Ron Dailey	409-739-2058	**Bob Smither** (Libertarian Party)	
Alternate Appointments [used to substitute for clerks who are unable to participate on certain days that the EVBB is meeting]			
Joe Ignazio	832-704-6964	Loretta Davis	409-771-3162
Billie Listiak	281-334-2405	June Middlebrooks	409-457-5260
Dean Listiak*	281-334-2405	Pauline Williams*	409-256-1734
Beth Stinson		*[List continued on next page]*	
Norma Byuous		Jerry Lucdecke	409-740-0092
Mary Jean Sargent	409-502-9751		
Tanya Kloesel	409-908-9988		
* These people are serving as Presiding Judges during the election and consequently will be prohibited from serving when Provisional Ballots are being considered by the EVBB.			

Appointment of Central Counting Station Personnel

Position	Appointment
Manager: Central Counting Station	**Dwight D. Sullivan, County Clerk**
In charge of the overall administration of the Central Counting Station and the general supervision of personnel working at the station	
Assistant Manager: Central Counting Station	**Bill Sargent, Chief Deputy Clerk for Elections**
Assists the Central Counting Station Manager in overseeing the operations of the Central Counting Station. In addition, responsible for posting of the tally results on the galvestonVotes.org Website	
Tabulation Supervisor	**Susan Williams**
In charge of the operation of the automatic tabulating equipment at the counting station	
Assistant Tabulation Supervisors	**Shon Fragoso** and **Wendi Crabtree**
Assist the tabulation supervisor in the operation of the automatic tabulation equipment and makes reports to the Secretary of State during election night	
Receiving Supervisors	**Cindy Eddy, Jason Nguyen**
Oversees and directs: The receiving of equipment and election kits; the chain of custody for MBBs from the loading dock to the Central Counting Station; and the processing of paperwork received from the Election Day Judges.	
Central Counting Presiding Judge	**Bruce Woodcock** 281-910-2098 bwoodcock@williams-financial.com
Maintains order at the counting station and has the same authority as an Election Day Judge *(e.g., similar to that of a District Court Judge)* as it relates to the conduct within the Central Counting Station. He administers oaths and oversees the conduct of the Logic and Accuracy Testing prior to any tabulation of the votes. He presides over the Resolution Board and appoints three clerks to represent the Republican Party.	
Central Counting Alternate Judge	**Lucille McGaskey** 409-935-8421 lucillemcgaskey@yahoo.com
Assumes the responsibilities of the Presiding Judge when the Presiding Judge is unable to serve or is out of the Central Counting Station. Serves as the Alternate Judge of the Resolution Board and appoints two clerks to represent the Democrat Party.	

Election Clerks for the Central Counting Station / Resolution Board	
Republican	**Democrat**
Barbara Meeks 281-236-3566	**Emma Stanley** 409-938-7113
Ron Dailey 409-739-2058	**Albert Perry** 409-938-7113
Libertarian	
Bob Smither 281-331-2548 [Libertarian Party]	
Alternate Clerks	
Tess Arrington 409-938-7808	**Loretta Davis** 409-771-3162
Billie Listiak 281-334-2405	**Jerry Luedecke** 409-740-0092

The Resolution Board use to be authorized by the Texas Election Code. In recent years the State Legislature removed references to this board from the code. However, the Secretary of State's office has advised us that if the county wants to employ such a board there is not prohibition to doing so.

There are a couple of purposes of this board. The first is to assist the Presiding Judge of the Central Counting Station in determining the intent of voters when resolving absentee/FPCA ballots. The second is to provide manpower to help open the ballots by mail received from, accepted for counting by, the EVBB and prepare them for scanning. As necessary they also duplicate ballots when they cannot be scanned by the automatic tabulating equipment (e.g., ripped ballots, ballots where the barcode serial number is not clearly printed, and email ballots that have been returned by voters who are overseas).

The make up of this board is split between the two major political parties and minor parties are also allowed to participate. The Presiding Judge of the Central Counting Station maintains the statutory authority to make the final decision if there should be a disagreement of opinion over the intent of a voter.

AGENDA ITEM #38.

PROGRAM FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 30th day of September 2013, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Galveston County Sheriff's Office (hereinafter"GCSO"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Harris, Galveston, Chambers, Brazoria, and Matagorda Counties area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Texas, the parties hereto agree to the following:

1. The Galveston Resident Office (GRO) Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Harris, Galveston, Chambers, Brazoria, and Matagorda Counties area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

2. To accomplish the objectives of the GRO Task Force, the GCSO agrees to detail one (1) experienced officers to the GRO Task Force for a period of not less than two years. During this period of assignment, the GCSO officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The GCSO officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The GCSO officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the GRO Task Force, DEA will assign four (4) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and GCSO officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the GRO Task Force, the GCSO will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the GCSO for overtime payments made by it to GCSO officers assigned to the GRO Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently $17,202.25), per officer. ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the GCSO charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The GCSOshall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The GCSO shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The GCSO shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The GCSO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The GCSO agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The GCSO acknowledges that this agreement will not take effect and no Federal funds will be awarded to the GCSO by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the GCSO shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 29, 2014. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by GCSO during the term of this agreement.

For the Drug Enforcement Administration:

Javier F. Pena
Special Agent in Charge

Date: 9-16-13

Attest:

By: County of Galveston, Texas

Dwight D. Sullivan, County Clerk

By: Brandy Chapman Deputy
Brandy Chapman

Mark A. Henry, County Judge

For the Galveston County Sheriff's Office

Henry Trochesset
Sheriff

Date: 9/12/13

AGENDA ITEM #39.

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

October 1, 2013

The Honorable Lieutenant Governor David Dewhurst
P.O. Box 12068
Austin, Texas 78711

Dear Lt. Governor Dewhurst,

Galveston County has reviewed the content of Senate Bill 484 relating to the creation of a prostitution prevention program. In researching the target population, we have found only 75 Prostitution cases filed in Galveston County from June 1, 2012 – September 16, 2013. Only nine of the total was charged with an enhanced offense indicating previous convictions. Of the 66 first offenders 25 cases are pending disposition and 10 were either reduced or dismissed. Most of those sentenced to the Galveston County Jail received 30 days or less as punishment. Only three received probation. Five of the nine repeat offenders received a sentence of 60 days in jail. Of the total charges filed, half of the offenders were male.

The Board of County and District Courts and the Galveston County Commissioners Court request an interval of time to research both the need for a prostitution prevention program and the needs of the population of offenders charged with prostitution. The Board of Judges, through the Community Supervision and Corrections Department, (CSCD), propose convening an interagency group to identify the resources that currently exist in the community to assist this particular group of offenders. Representatives from the Galveston County Sheriff's Department, the Galveston County District Attorney's Office, the City of Galveston Police Department, Commissioner's Court, treatment providers, social services and the CSCD will meet to discuss the prevalence of the offense behavior, the location of the potential clientele, the resources currently available, the resources needed yet unavailable, and any barriers to services.

Due to the limited number of cases filed in Galveston County and therefore the lack of adequate information necessary to formulate a grant proposal, Galveston County respectfully requests an exemption at this time from the mandate for a county with a population of over 200,000 to apply for federal and state funds to cover the costs of a prostitution prevention program. Please advise if you need any further information.

Sincerely,

Mark Henry

Mark Henry, County Judge

CC: Joe Strauss, Speaker, Texas House of Representatives
Senator John Whitmire, Chair, Senate Criminal Justice Committee
Representative Tan Parker, Chair, House Corrections Committee

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

AGENDA ITEM #40.a.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317
MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789
409/948-3401
FAX 409/945-9814

Brent Richbook, Partner

Mark E. Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

September 20, 2013

Ms. Dianna Martinez
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE: **Bids on Galveston County Tax Foreclosed Resale Property**
Not Approved By Commissioner's Court
Grantee: Bonnie Nava

Dear Ms. Martinez,

We have received an offer on the Tax Foreclosed Properties for which the County of Galveston is the Trustee. This offer was reviewed by the LaMarque-Hitchcock Tax Foreclosed Property Resale committee and they have approved the sale. Please schedule this for review by the Commissioner's Court. Attached for the Commissioner's reference is a copy of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information, CAD Tax Map and other photo on this property.

Cause #	CAD #	Bid Amount	Recording Fee	Cashier's Check#
09TX0283	7725-0027-0015-000	$ 3,670.00	$ 28.00	0000238726

If this sale is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed and have it notarized. Please forward the Trustee's Deed after it has been signed to the County Clerk for recording. Enclosed is the recording fee check for the property as shown above.

If you have any questions, please give me a call.

Best regards,

Judy A. Fuller
Executive Administrative Assistant to
Mark E. Ciavaglia

JF: encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lot 15, Block 27, Wittjen S/D #7, Galveston County

LOCATION: E. Moiddaugh off of Bayou Lane, Hitchcock, TX

CAD ACCOUNT #:
7725-0027-0015-000

Land NHS $3,670
Imp NHS

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 07/05/11

REDEMPTION EXPIRES: EXPIRED

CAUSE # 09TX0283

STYLED: Galveston County, et al. vs. Nadine Serna

DATE DEED RECORDED:
07-28-11

RECORDING REFERENCE:
2011037943

COSTS:

GRAND TOTAL/JUDGEMENT AMT: $3,670

TAX RESALE INFORMATION

BID AMOUNT: $3,670

NAME OF BIDDER: Bonnie Nava
702 Blackwell Ave.,
Manchaca, TX 78652

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **09TX0283** on the docket of the **10th** District Court
GALVESTON COUNTY, ET AL. VS. NADINE SERNA

Property Account Number: **7725-0027-0015-000**

Legal Description: **LOT FIFTEEN (15), BLOCK TWENTY-SEVEN (27), WITTJEN SUBDIVISION #7, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED IN VOLUME 2721, PAGE 489 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS**

Property Sold at Sheriff's Sale Conducted on JULY 5, 2011 for **$3,670.00**

Property Re-Sold to **BONNIE NAVA, 702 BLACKWELL AVE., MANCHACA, TX 78652** for **$3,670.00**

Proceeds Distribution

Payment of Costs Pursuant to Texas Property Tax Code §34.02	Original Amt Due At Sale	Actual Disbursement
(1) Advertising: to "Galveston County Sheriff's Dept." (publication costs)	$ 627.08	$ 627.08
(2) Reimbursement - Costs, Fees to "Galveston County Clerk" (rec fee #2011037943)	$ -	$ 20.00
(3) Attorney Ad Litem Fees to "Lois McCarnes" 3517 Avenue M, Galveston, TX 77550	$ 500.00	$ 500.00
(4) Court Costs to "Galveston County District Clerk"	$ 479.00	$ 479.00
(5) Title Search Fees to "Lyn Wingert & Associates"	$ 250.00	$ 250.00
	$ 1,856.08	$ 1,876.08

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
to "COUNTY OF GALVESTON"	0.214911905	$ 661.63	$ 385.53
to "HITCHCOCK INDEPENDENT SCHOOL DISTRICT"	0.588728319	$ 1,812.45	$ 1,056.13
to "COLLEGE OF THE MAINLAND"	0.081476979	$ 250.84	$ 146.16
to "W.C.I.D. #19"	0.114882797	$ 353.68	$ 206.09
2010 - 2012 taxes not included in Judgment	Subtotal	$ 3,078.60	$ 1,793.92
Struck off for Value $ 3,670			
CAD VALUE LAND ONLY TOTAL $ 3,670	Grand Total	$ 4,934.68	$ 3,670.00

RESALE OF PROPERTY
DISBURSEMENT FORM
(Internal Control Document for Accounting/Finance Department)

Cause Number **09TX0283** on the docket of the **10th** District Court
GALVESTON COUNTY, ET AL. VS. NADINE SERNA

Property Account Number: **7725-0027-0015-000**

Property Re-Sold to **BONNIE NAVA, 702 BLACKWELL AVE., MANCHACA, TX 78652** for **$3,670.00**

Galveston County Sheriff's Dept. (publication costs)	$ 627.08
Galveston County Clerk (rec fee #2011037943)	$ 20.00
Lois McCarnes 3517 Avenue M, Galveston, TX 77550	$ 500.00
Galveston County District Clerk (Court Costs)	$ 479.00
Lyn Wingert & Associates (Title Search Fees) 5568 Gemini, Houston, TX 77058	$ 250.00
	$ 1,793.92
Galveston County (Taxes)	$ 3,670.00

BID FORM
FOR TAX FORECLOSED PROPERTY

I (We), Bonnie Nava hereby declare and certify that:

(A) I (We) are the Bidder(s) for the following property:

CAD Property # 7725-0027-0015-000, described as follows:
LOT 15, BLK 27, Wittjen S/D # 7
On E. Middaugh off of Bayou Lane

(B) Bid amount $ 3,670.00

Enclosed is my (our) bid deposit, a Cashier's check in the amount of $ 367.00, which is ten percent (10%) of my (our) bid. Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit.

(C) I (We) agree that each of the taxing entities made a party to the foreclosure have the right to reject any or all bids and waive any formality in the bidding. No title insurance or surveys will be provided. Property is being sold "as is", "where is" and "without warranty".

(D) By my signature below, I certify that I understand the conditions and limitations of this sale. I further understand that the "minimum bid" amount may not include other taxes which were not included in the judgment and that I will be responsible for those taxes if I am the successful bidder. I agree to indemnify the taxing entities and its agents from any action or damages arising from the purchase of this property.

(E) I/We acknowledge that properties sold pursuant to this sealed bid sale are sold in satisfaction of all taxes, penalties, interests, costs and fees included in the judgment rendered in the delinquent tax lawsuit, as referenced in the column entitled 'Cause #'. Taxes for tax years not included in the judgment must be paid by the purchaser of the property in addition to the successful bid amount.

Bonnie Nava
*Bidder(s) printed name [if individual(s)]

8/22/13
Bidder(s) Signature(s) [if individuals(s)]

*Bidder's printed name [if an entity]

Authorized signature [on behalf of entity]

702 Blackwell Ave.
*Address

512-736-9146
Phone Number / Fax Number

Manchaca, TX 78652
*City/State/Zip Code

Nav16534@yahoo.com
Email Address

*** as it will appear on the Deed**

This check contains several security features - Details on back. Do not accept this check without these features

RBFCU
Randolph-Brooks Federal Credit Union
P.O. Box 2097, Universal City, TX 78148-2097

[redacted]
30-8968/3140

August 22, 2013

Remitter: BONNIE NAVA

R.B.F.C.U. $367dols00cts

Pay to the order of: LINEBARGER GOGGAN BLAIR & SAMPOON, LLP $******367.00**

Cashier's Check

AN INSURANCE COMPANY BOND MAY BE REQUIRED BEFORE THIS CHECK WILL BE REPLACED IN THE EVENT IT IS LOST, MISPLACED, OR STOLEN.

[redacted]

THIS PAPER HAS A TRUE WATERMARK AND A SECURITY BACKER

University
FEDERAL CREDIT UNION
PO Box 9350 • Austin, Texas 78766-9350

CASHIER'S CHECK

NOTICE TO MEMBERS: THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS CREDIT UNION WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

No. [redacted]

88-7740
3149

09/18/13

*** THREE THOUSAND THREE HUNDRED THREE DOLLARS AND 00 ***
*** CENTS ***

$3,303.00

PAY EXACTLY 3,303 Dollars 00 Cents

VOID AFTER 90 DAYS

TO THE ORDER OF LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

AUTHORIZED SIGNATURE

[redacted]

THIS PAPER HAS A TRUE WATERMARK AND A SECURITY BACKER

University
FEDERAL CREDIT UNION
PO Box 9350 • Austin, Texas 78766-9350

CASHIER'S CHECK

NOTICE TO MEMBERS: THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS CREDIT UNION WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

No. [redacted]

88-7740
3149

09/18/13

*** TWENTY-EIGHT DOLLARS AND 00 CENTS ***

$28.00

PAY EXACTLY 28 Dollars 00 Cents

VOID AFTER 90 DAYS

TO THE ORDER OF GALVESTON COUNTY CLERK

AUTHORIZED SIGNATURE

[redacted]

Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591, (866) 277-47
Data on this Web site represents Certified 2013 Information as of July 19th 2013

Home
General Information
News
FAQ
Searches
- Property ID Search
- Account Search
- Owner Search
- Address Search

Property Data
- Detail Sheet
- History
- Datasheet

Other
- Taxing Units
- Neighborhoods
- Abstracts
- Subdivisions
- ARB Rules
- ONLINE Protest Info
- Online Protest Login
- Tax Code
- Calendar
- Property Codes
- County Tax Rates
- PROTEST VIDEO
- Legislative Updates
- Forms
- NEW OGI Maps
- GIS Map Viewer
- GIS Shape Files
- PDF Map Index
- NBHD Map Index
- County Tax Office
- Texas CADs

Property Detail Sheet (R213559)

History | Plat Map | GIS Map | Datasheet | Protest

Owner Information

Owner ID:	O188299
Owner Name:	COUNTY-GALVESTON
Owner Address:	722 MOODY AVE GALVESTON,TX 77550-2317
Property Address:	

Parcel Information

Legal Description:	ABST 175 PAGE 6 LOT 15 BLK 27 WITTJEN SUB #7
Neighborhood:	7725.2(7725.2 - Wittjen Canal)
Acreage:	0.099
Cross Reference:	7725-0027-0015-000
Undivided Interest:	100%
Exemption Codes:	EX (Exempt Property)
Entity Codes:	GGA (Galveston County) J05 (Mainland College) S14 (Hitchcock Isd) W04 (Wcid #19) RFL (Co Road & Flood)
Deed Type:	Trustee's Deed
Deed Book:	
Deed Page:	2011037943
Map Page:	307-A
Links:	

Values Breakdown	2013 Value
Land HS:	$0 +
Land NHS:	$3,670 +
Improvement HS:	$0 +
Improvement NHS:	$0 +
Ag Market:	$0
Ag Use:	$0 +
Timber Market:	$0
Timber Use:	$0 +
Assessed:	$3,670 =

Land

ID	Type	SPTB	Acre	Market
Land1	WF (Water Front)	C9 (Exempt Vacant Lots/tracts)		$ 3,670

Get Adobe Reader
A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available here.

Current Owner	Legal Description	Exemptions	Market
COUNTY-GALVESTON (O188299) 722 MOODY AVE GALVESTON,TX 77550-2317	ABST 175 PAGE 6 LOT 15 BLK 27 WITTJEN SUB #7	EX	3,670
		Entities	**Assessed**
		GGA, J05, S14, W04, RFL	3,670

Situs Address

Sales

Date	Volume	Page	Seller Name
07/05/2011	2011037943		SERNA, NADINE

History Information

	2013	2012	2011	2010
Imp HS	$0	$0	$0	-
Imp NHS	$0	$0	$0	-
Land HS	$0	$0	$0	-
Land NHS	$3,670	$3,670	$3,670	$3,670
Ag Mkt	$0	$0	$0	-
Ag Use	$0	$0	$0	-
Tim Mkt	$0	$0	$0	-
Tim Use	$0	$0	$0	-
HS Cap	-	-	-	-
Assessed	$3,670	$3,670	$3,670	$3,670

Building Attributes

Construction	Foundation	Exterior	Interior	Roof	Flooring

Heat/AC	Baths	Fireplace	Year Built	Rooms	Bedrooms

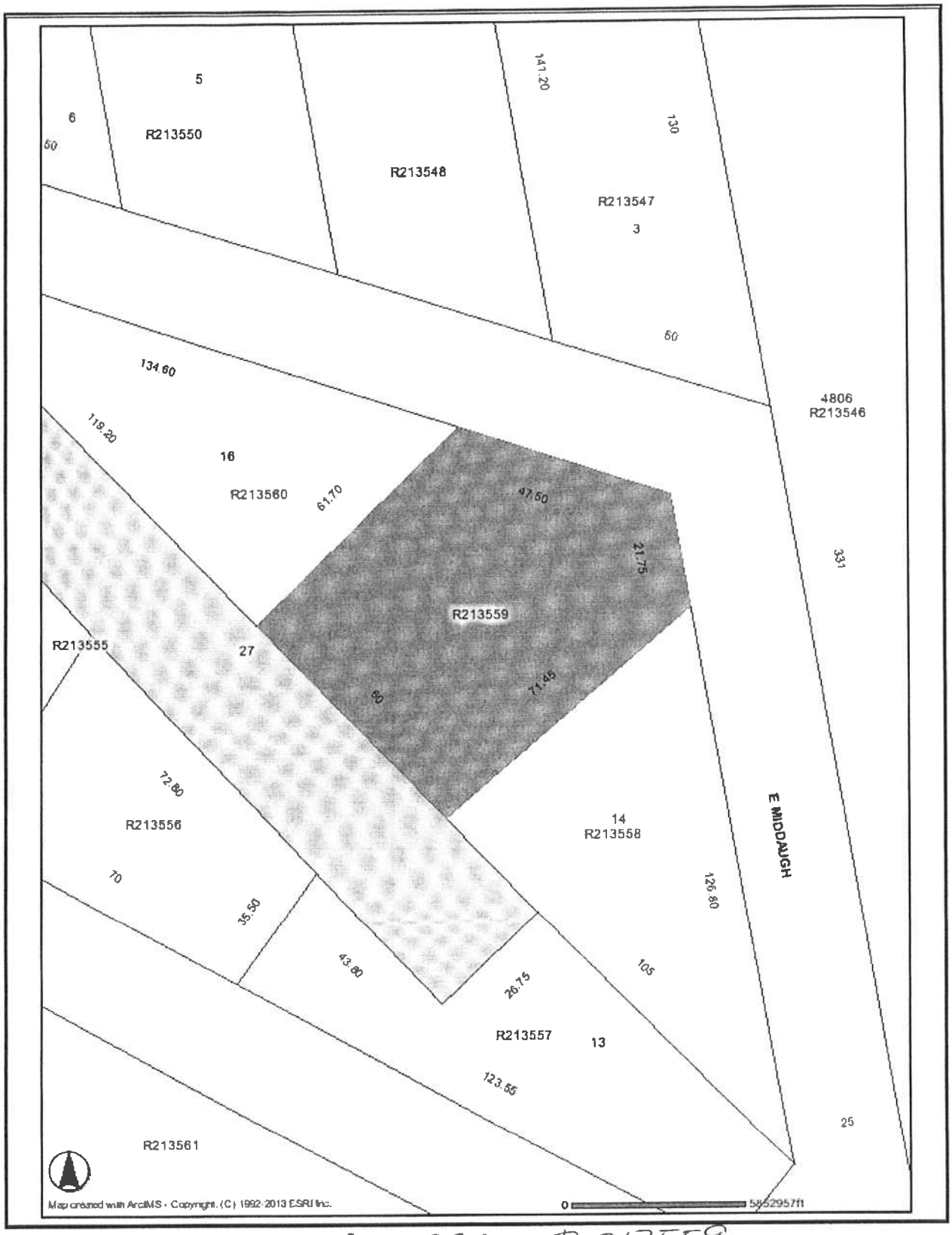
Land Segments

SPTB	Description	Area	Market	Ag Value
C9	Water Front	4320F	3,670	0

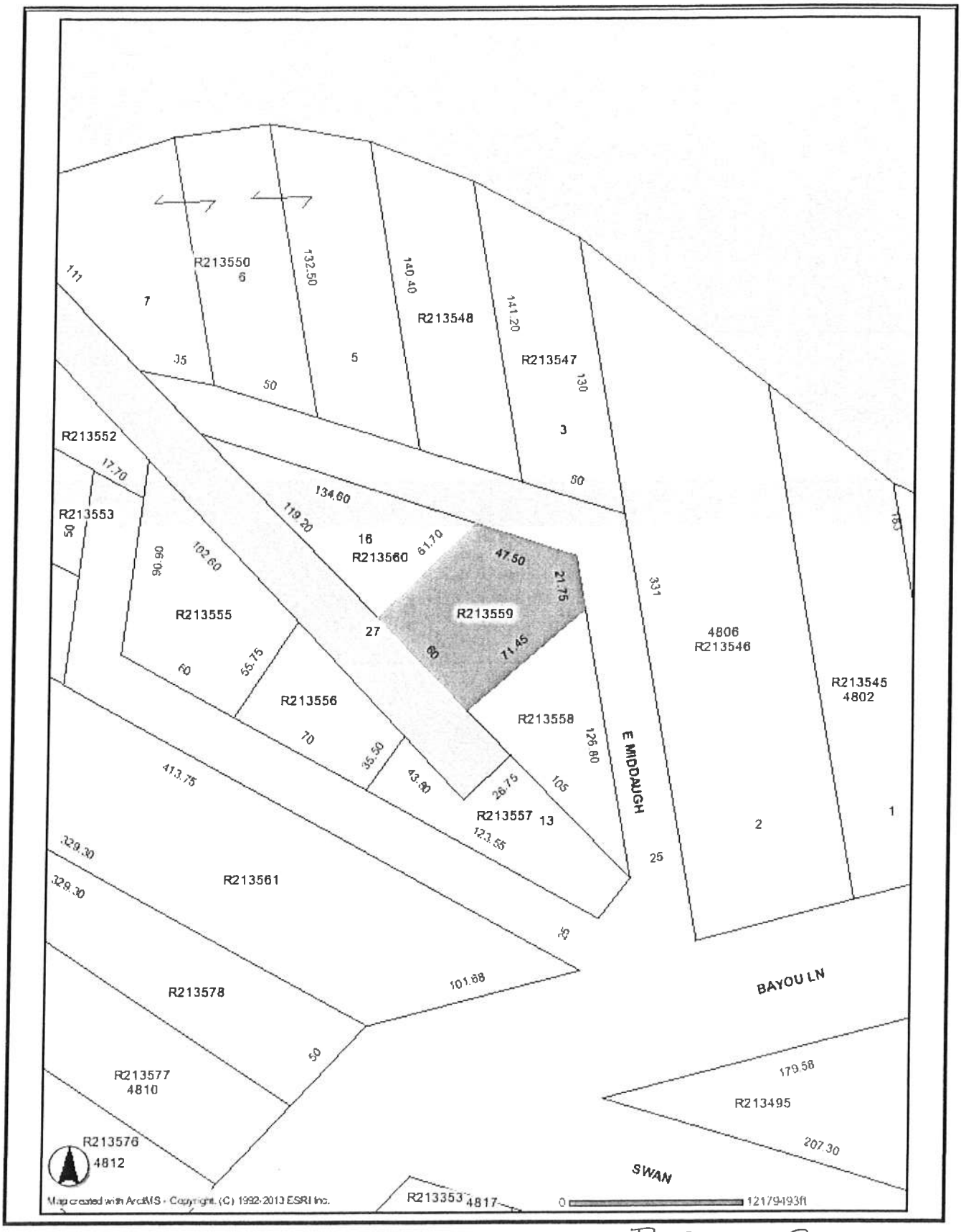
Improvements

Type	Description	Area	Year Built	Eff Year	Value

7725-0027-0015-000 R213559
Lot 15, BLK 27, Wittjen S/D #7



7725-0027-0015-000 · R213559
Lot 15, Blk 27, Wittjen S/D #7



7725-0027-0015-000 R213559
Lot 15, Blk 27, Withen S/D #7

TRUSTEE'S DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **10th** Judicial District in Cause Numbered **09TX0283** styled "**GALVESTON COUNTY, ET AL. VS. NADINE SERNA**" the Sheriff of Galveston County, on MAY 18, 2011, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on **JULY 5, 2011**, sold and conveyed the premises to **COUNTY OF GALVESTON**, as Trustee for itself and for **HITCHCOCK INDEPENDENT SCHOOL DISTRICT, COLLEGE OF THE MAINLAND** and **W.C.I.D. #19** for the sum of **THREE THOUSAND SIX HUNDRED SEVENTY AND NO/100 DOLLLARS ($3,670.00)**, it being the highest bidder therefore; and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **THREE THOUSAND SIX HUNDRED SEVENTY AND NO/100 DOLLARS ($3,670.00)**;

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05(b);

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **COUNTY OF GALVESTON, HITCHCOCK INDEPENDENT SCHOOL DISTRICT, COLLEGE OF THE MAINLAND** and **W.C.I.D. #19** as permitted under Texas Government Code §791.011; and

WHEREAS the Interlocal Agreement between **COUNTY OF GALVESTON, HITCHCOCK INDEPENDENT SCHOOL DISTRICT, COLLEGE OF THE MAINLAND** and **W.C.I.D. #19** provides that the County Judge of Galveston County will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement.

NOW, THEREFORE, in consideration of the sum of **THREE THOUSAND SIX HUNDRED SEVENTY AND NO/100 DOLLARS ($3,670.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, COUNTY OF GALVESTON, HITCHCOCK INDEPENDENT SCHOOL DISTRICT, COLLEGE OF THE MAINLAND and W.C.I.D. #19 ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **BONNIE NAVA**, of **702 BLACKWELL AVE., MANCHACA, TX 78652** ("GRANTEE"), the following described real property, to wit:

LOT FIFTEEN (15), BLOCK TWENTY-SEVEN (27), WITTJEN SUBDIVISION #7, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED IN VOLUME 2721, PAGE 489 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code.

GRANTOR conveys the property:

a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,

b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,

c) subject to any right of redemption; and

d) subject to rights of parties in possession.

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

a) the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil and geology,

b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,

c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),

d) compliance with applicable environmental laws, rules or regulations; and

e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,

b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,

c) that any information provided with respect to the property was obtained from a variety of sources,

d) GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information; and

e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be

a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property an other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising our of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of himself and his heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, their heirs, and assigns, forever.

Taxes for the current year are to be paid by GRANTEE.

EXECUTED this the _____ day of _____, 2013.

COUNTY OF GALVESTON

By:_____
MARK HENRY, County Judge

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY as County Judge of Galveston County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the _____ day of _____, 2013.

_____
NOTARY PUBLIC, in and for the State of Texas

_____
Printed or Typed Name of Notary

After recording return to:

Linebarger Goggan Blair & Sampson
P O Box 2789
Texas City, TX 77592-2789

AGENDA ITEM #40.b.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317
MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789
409/948-3401
FAX 409/945-9814

Brent Richbook, Partner

Mark E. Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

September 20, 2013

Ms. Dianna Martinez
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE: **Bids on Galveston County Tax Foreclosed Resale Property**
Not Approved By Commissioner's Court
Grantee: Hazel Heitman

Dear Ms. Martinez,

We have received an offer on the Tax Foreclosed Properties for which the County of Galveston is the Trustee. This offer was reviewed by the LaMarque-Hitchcock Tax Foreclosed Property Resale committee and they have approved the sale. Please schedule this for review by the Commissioner's Court. Attached for the Commissioner's reference is a copy of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information, CAD Tax Map and other photo on this property.

Cause #	CAD #	Bid Amount	Recording Fee	Cashier's Check#
06TX1042	7725-0002-0008-000	$ 3,380.00	$ 28.00	0000238723

If this sale is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed and have it notarized. Please forward the Trustee's Deed after it has been signed to the County Clerk for recording. Enclosed is the recording fee check for the property as shown above.

If you have any questions, please give me a call.

Best regards,

Judy A. Fuller
Executive Administrative Assistant to
Mark E. Ciavaglia

JF: encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lot 8, Block 2, Wittjen S/D #7, Hitchcock

LOCATION: 4529 Pelican, Hitchcock, TX 77563

CAD ACCOUNT #:
7725-0002-0008-000

Land NHS $3,380
Imp NHS

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 10/02/11

REDEMPTION EXPIRES: EXPIRED

CAUSE # 06TX1042

STYLED: County of Galveston, et al. vs. Pablo R. Cintron, et al.

DATE DEED RECORDED:
11-02-12

RECORDING REFERENCE:
2012060584

COSTS:

GRAND TOTAL/JUDGEMENT AMT: $3,380

TAX RESALE INFORMATION

BID AMOUNT: $3,380

NAME OF BIDDER: Hazel Heitman
702 Blackwell Ave.,
Manchaca, TX 78652

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **06TX1042** on the docket of the **405th** District Court
COUNTY OF GALVESTON, EL AL. VS. PABLO R. CINTRON, ET AL.

Property Account Number: **7725-0002-0008-000**

Legal Description: **LOT EIGHT (8), BLOCK TWO (2), WITTJEN SUBDIVISION #7, HITCHCOCK, GALVESTON COUNTY, TEXAS, DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED IN FILM CODE 002-19-0931 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS**

Property Sold at Sheriff's Sale Conducted on OCTOBER 2, 2011 for **$3,380.00**

Property Re-Sold to **HAZEL HEITMAN, 702 BLACKWELL AVE., MANCHACA, TX 78652** for **$3,380.00**

Proceeds Distribution

Payment of Costs Pursuant to Texas Property Tax Code §34.02	Original Amt Due At Sale	Actual Disbursement
(1) Advertising: to "Galveston County Sheriff's Dept." (publication costs)	$ 675.00	$ 675.00
(2) Reimbursement - Costs, Fees to "Galveston County Clerk" (rec fee #2012060584)	$ -	$ 20.00
(3) Attorney Ad Litem Fees to "Bryan Wilcox" 1120 NASA Pkwy, Houston, TX 77058	$ 500.00	$ 500.00
(4) Court Costs to "Galveston County District Clerk"	$ 1,004.00	$ 1,004.00
(5) Title Search Fees to "Lyn Wingert & Associates"	$ 250.00	$ 250.00
	$ 2,429.00	$ 2,449.00

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
to "COUNTY OF GALVESTON"	0.258830827	$ 1,179.85	$ 240.97
to "HITCHCOCK INDEPENDENT SCHOOL DISTRICT"	0.389911893	$ 1,777.37	$ 363.01
to "COLLEGE OF THE MAINLAND"	0.097526794	$ 444.57	$ 90.80
to "W.C.I.D. #19"	0.253730486	$ 1,156.61	$ 236.22
2010 - 2012 taxes not included in Judgment	Subtotal	$ 4,558.40	$ 931.00
Struck off for Value $ 3,380			
CAD VALUE LAND ONLY TOTAL $ 3,380	Grand Total	$ 6,987.40	$ 3,380.00

RESALE OF PROPERTY
DISBURSEMENT FORM
(Internal Control Document for Accounting/Finance Department)

Cause Number **06TX1042** on the docket of the **405th** District Court
COUNTY OF GALVESTON, EL AL. VS. PABLO R. CINTRON, ET AL.

Property Account Number: **7725-0002-0008-000**

Property Re-Sold to **HAZEL HEITMAN, 702 BLACKWELL AVE., MANCHACA, TX 78652** for **$3,380.00**

Galveston County Sheriff's Dept. (publication costs)	$	675.00
Galveston County Clerk (rec fee #2012060584)	$	20.00
Bryan Wilcox" 1120 NASA Pkwy, Houston 77058 (Ad Litem Fee)	$	500.00
Galveston County District Clerk (Court Costs)	$	1,004.00
Lyn Wingert & Associates (Title Search Fee)	$	250.00
Galveston County (Taxes)	$	931.00
	$	3,380.00

This check contains several security features - Details on back. Do not accept this check without these features

RBFCU
Randolph-Brooks Federal Credit Union
P.O. Box 2097, Universal City, TX 78148-2097

[redacted]

30-8968/3140

August 22, 2013

Remitter: BONNIE NAVA

Pay to the order of: R.B.F.C.U. $338dols00cts

LINEBARGER GOGGAN BLAIR & SAMPOON, LLP

$******338.00**

Cashier's Check

AN INSURANCE COMPANY BOND MAY BE REQUIRED BEFORE THIS CHECK WILL BE REPLACED IN THE EVENT IT IS LOST, MISPLACED, OR STOLEN.

[redacted]

THIS PAPER HAS A TRUE WATERMARK AND A SECURITY BACKER

University FEDERAL CREDIT UNION
PO Box 9350 • Austin, Texas 78766-9350

CASHIER'S CHECK

NOTICE TO MEMBERS: THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS CREDIT UNION WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

No. [redacted]

88-7740
3149

09/18/13

*** THREE THOUSAND FORTY-TWO DOLLARS AND 00 CENTS ***

$3,042.00

PAY EXACTLY 3,042 Dollars 00 Cents

VOID AFTER 90 DAYS

TO THE ORDER OF LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

AUTHORIZED SIGNATURE

[redacted]

THIS PAPER HAS A TRUE WATERMARK AND A SECURITY BACKER

University FEDERAL CREDIT UNION
PO Box 9350 • Austin, Texas 78766-9350

CASHIER'S CHECK

NOTICE TO MEMBERS: THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS CREDIT UNION WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

No. [redacted]

88-7740
3149

09/18/13

*** TWENTY-EIGHT DOLLARS AND 00 CENTS ***

$28.00

PAY EXACTLY 28 Dollars 00 Cents

VOID AFTER 90 DAYS

TO THE ORDER OF GALVESTON COUNTY CLERK

AUTHORIZED SIGNATURE

recording fee

[redacted]

Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591, (866) 277-47
Data on this Web site represents Preliminary 2013 Information

Home
General Information
News
FAQ
Searches
- Property ID Search
- Account Search
- Owner Search
- Address Search

Property Data
- Detail Sheet
- History
- Datasheet

Other
- Taxing Units
- Neighborhoods
- Abstracts
- Subdivisions
- ARB Rules
- ONLINE Protest Info
- Online Protest Login
- New Homestead Info
- Tax Code
- Calendar
- Property Codes
- County Tax Rates
- PROTEST VIDEO
- Legislative Updates
- Forms
- NEW OGI Maps
- GIS Map Viewer
- GIS Shape Files
- PDF Map Index
- NBHD Map Index
- County Tax Office

Property Detail Sheet (R213063)

History | Plat Map | GIS Map | Datasheet | Protest

Owner Information

Owner ID:	O188299
Owner Name:	COUNTY-GALVESTON
Owner Address:	722 MOODY AVE GALVESTON,TX 77550-2317
Property Address:	4529 PELICAN HITCHCOCK, TX 77563

Parcel Information

Legal Description:	ABST 175 PAGE 6 LOT 8 BLK 2 WITTJEN SUB #7
Neighborhood:	7725(7725 - Wittjen 7)
Acreage:	0.172
Cross Reference:	7725-0002-0008-000
Undivided Interest:	100%
Exemption Codes:	EX (Exempt Property)
Entity Codes:	GGA (Galveston County) J05 (Mainland College) S14 (Hitchcock Isd) W04 (Wcid #19) RFL (Co Road & Flood)
Deed Type:	Sheriff's Deed
Deed Book:	
Deed Page:	2012060584 11-0272
Map Page:	307-C
Links:	

Values Breakdown	2013 Preliminary Value
Land HS:	$0.0 +
Land NHS:	$3,380 +
Improvement HS:	$0.0 +
Improvement NHS:	$0.0 +
Ag Market:	$0.0
Ag Use:	$0.0 +
Timber Market:	$0.0
Timber Use:	$0.0 +
Assessed:	$3,380 =

Land

ID	Type	SPTB	Acre	Market
Land1	RL (Residential Lot)	C9 (Exempt Vacant Lots/tracts)		$ 3,380

A recent version of Adobe Acrobat Reader is required to view PDF

2013
R213063

07/03/2013

Current Owner	Legal Description	Exemptions	Market
COUNTY-GALVESTON (O188299) 722 MOODY AVE GALVESTON,TX 77550-2317	ABST 175 PAGE 6 LOT 8 BLK 2 WITTJEN SUB #7	EX	3,380
		Entities	**Assessed**
		GGA, J05, S14, W04, RFL	3,380

Situs Address

4529 PELICAN
HITCHCOCK, TX 77563

Sales

Date	Volume	Page	Seller Name
10/16/2012	2012060584		CINTRON, PABLO R & CARLOTTA
	3307	0540	UNKNOWN

History Information

	2012	2011	2010	2009
Imp HS	$0	$0	-	-
Imp NHS	$0	$0	-	-
Land HS	$0	$0	-	-
Land NHS	$3,380	$3,380	$3,380	$3,380
Ag Mkt	$0	$0	-	-
Ag Use	$0	$0	-	-
Tim Mkt	$0	$0	-	-
Tim Use	$0	$0	-	-
HS Cap	$0	-	-	-
Assessed	$3,380	$3,380	$3,380	$3,380

Building Attributes

Construction	Foundation	Exterior	Interior	Roof	Flooring

Heat/AC	Baths	Fireplace	Year Built	Rooms	Bedrooms

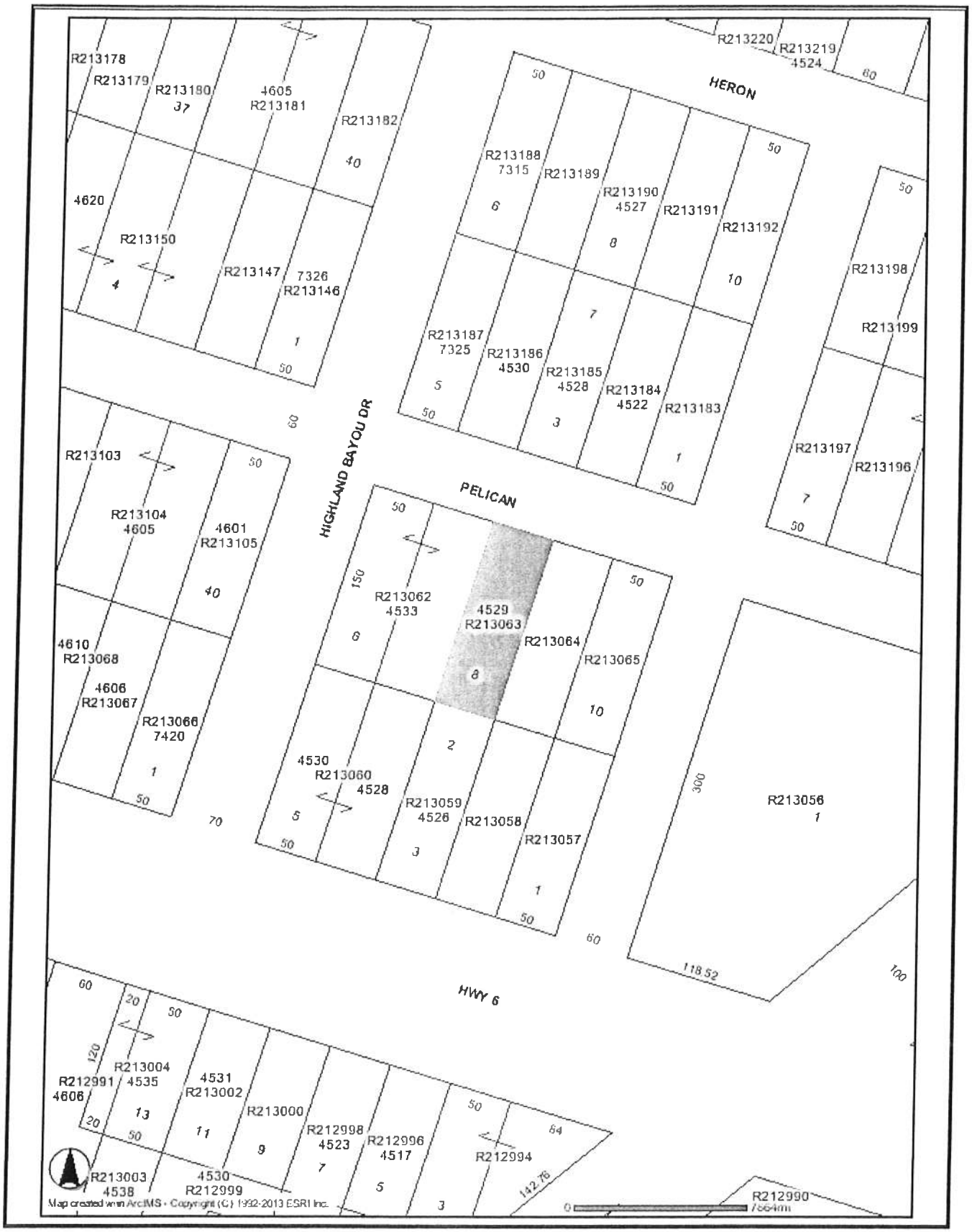
Land Segments

SPTB	Description	Area	Market	Ag Value
C9	Residential Lot	7500F	3,380	0

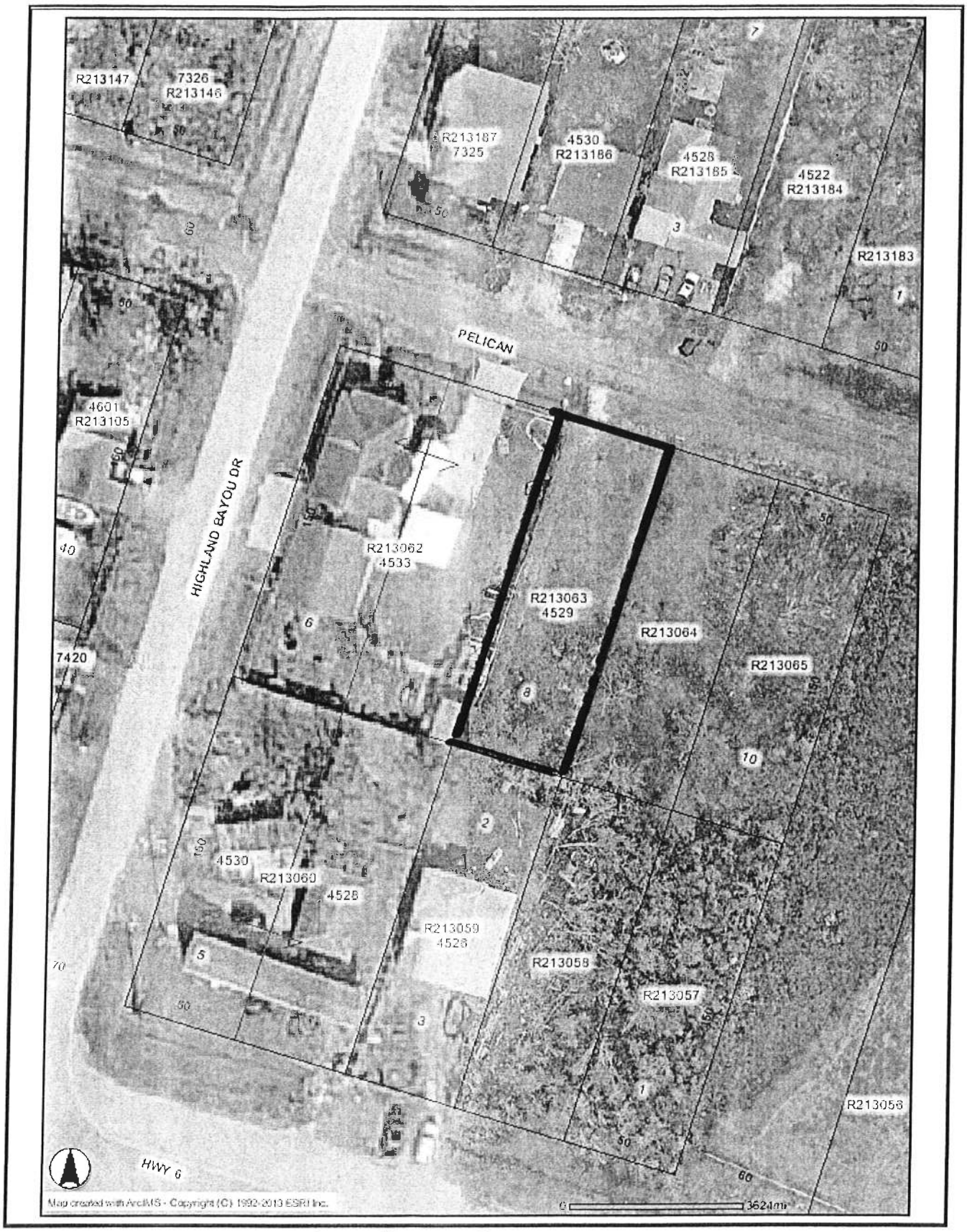
Improvements

Type	Description	Area	Year Built	Eff Year	Value

7725-0002-0008-000
4529 Pelican, Hitchcock
vacant lot



7725-0002-0008-000
Lot 8, Blk 2, Wittjen S/D #7
4529 Pelican, Hitchcock 77563



7725-0002-0008-000
Lot 8, Blk 2, Wittjen S/D #7
4529 Pelican, Hitchcock 77563

TRUSTEE'S DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **405th** Judicial District in Cause Numbered **06TX1042** styled "**COUNTY OF GALVESTON, EL AL. VS. PABLO R. CINTRON, ET AL.**" the Sheriff of Galveston County, on AUGUST 28, 2011, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on **OCTOBER 2, 2011**, sold and conveyed the premises to **GALVESTON COUNTY**, as Trustee for itself and for **HITCHCOCK INDEPENDENT SCHOOL DISTRICT, COLLEGE OF THE MAINLAND** and **W.C.I.D. #19** for the sum of **THREE THOUSAND THREE HUNDRED EIGHTY AND NO/100 DOLLARS ($3,380.00)**, it being the highest bidder therefore; and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **THREE THOUSAND THREE HUNDRED EIGHT AND NO/100 DOLLARS ($3,380.00)**;

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05(b);

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **GALVESTON COUNTY, HITCHCOCK INDEPENDENT SCHOOL DISTRICT, COLLEGE OF THE MAINLAND** and **W.C.I.D. #19** as permitted under Texas Government Code §791.011; and

WHEREAS the Interlocal Agreement between **GALVESTON COUNTY, HITCHCOCK INDEPENDENT SCHOOL DISTRICT, COLLEGE OF THE MAINLAND** and **W.C.I.D. #19** provides that the County Judge of Galveston County will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement.

NOW, THEREFORE, in consideration of the sum of **THREE THOUSAND THREE HUNDRED EIGHT AND NO/100 DOLLARS ($3,380.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, GALVESTON COUNTY, HITCHCOCK INDEPENDENT SCHOOL DISTRICT, COLLEGE OF THE MAINLAND and W.C.I.D. #19 ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **HAZEL HEITMAN**, of **702 BLACKWELL AVE., MANCHACA, TX 78652** ("GRANTEE"), the following described real property, to wit:

LOT EIGHT (8), BLOCK TWO (2), WITTJEN SUBDIVISION #7, HITCHCOCK, GALVESTON COUNTY, TEXAS, DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED IN FILM CODE 002-19-0931 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code.

GRANTOR conveys the property:

a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,

b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,

c) subject to any right of redemption; and

d) subject to rights of parties in possession.

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

a) the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil and geology,

b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,

c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),

d) compliance with applicable environmental laws, rules or regulations; and

e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,

b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,

c) that any information provided with respect to the property was obtained from a variety of sources,

d) GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information; and

e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY as County Judge of Galveston County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the _____ day of _____, 2013.

_____
NOTARY PUBLIC, in and for the State of Texas

_____
Printed or Typed Name of Notary

After recording return to:

Linebarger Goggan Blair & Sampson
P O Box 2789
Texas City, TX 77592-2789

a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property an other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising our of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of himself and his heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, their heirs, and assigns, forever.

Taxes for the current year are to be paid by GRANTEE.

EXECUTED this the _____ day of _____, 2013.

COUNTY OF GALVESTON

By:_____
MARK HENRY, County Judge

BID FORM
FOR TAX FORECLOSED PROPERTY

I, (We) Hazel Heitman
hereby declare and certify that:

(A) I (We) are the Bidder(s) for the following properties:

CAD Property # 7725-0002-0008-000, described as follows:
4529 Pelican, Hitchcock
Lot 8, Blk 2 Wittjen S/D #7

(B) Bid Amount $ 3,380.00

Enclosed is my (our) Cashier's Check or Money Order made payable to the **County of Galveston** in the sum of $ 338.00, which is ten percent (10%) deposit for my (our) bid or $100.00, whichever is greater. Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit.

(C) I (We) agree that Galveston County reserves the right to reject any or all bids and to waive any formality in the bidding. No title insurance or surveys will be provided. Property is being sold "as it", "where is" and "without warranty".

(D) By my signature below, I certify that I understand the conditions and limitation of this sale. I further understand that the "minimum bid" amount may not include other taxes due which were not included in the judgment and that I will be responsible for those taxes if I am the successful bidder. I agree to indemnify Galveston County and its agents from any action or damages arising from the purchase of this property.

(E) I/We acknowledge that neither I/We nor the entity tendering this bid owns property on which delinquent property taxes are due and owing. The term 'delinquent property taxes' is defined as ad valorem taxes on either real property or business personal property for the tax year 2006 and prior tax years. I/We acknowledge that my bid may be rejected if I/We own property on which delinquent taxes are due and owing.

Hazel Heitman
* Bidder(s) printed name

Hazel Heitman
Bidder(s) Signature

702 Blackwell Ave.
* Address

512-280-2209
Phone Number

Marchaca, TX 78652
* City, State Zip Code

8-22-13
Date

***as it will appear on the Deed**

AGENDA ITEM #40.c.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317
MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789
409/948-3401
FAX 409/945-9814

Brent Richbook, Partner

Mark E. Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

September 18, 2013

Ms. Dianna Martinez
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE: **Cause # 08TX0483 CAD # 1295-0019-0019-000**
Has Not Been Approved By Commissioner's Court
Grantee: Jeffrey A. Tuck and/or Judy Tuck

Dear Ms. Martinez,

We have received an offer on the above Tax Foreclosed Property in which the County of Galveston is the Trustee. This offer will need to be approved by other taxing entities as well (Dickinson ISD, College of the Manland and Bacliff MUD). Please schedule this for review by the Commissioner's Court. Attached for the Commissioner's reference is a copy of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information and CAD Tax Map.

If this sale is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed. Please return the signed Trustee's Deed back to us in the enclosed envelope. We will have it approved and signed by the other taxing entities.

If you have any questions, please give me a call.

Best regards,

Judy A. Fuller
Executive Administrative Assistant to
Mark E. Ciavaglia

JF: encls.

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lots 19 thru 23, Block 19, Bacliff, Galveston County

LOCATION: 4209 Bruce St., Bacliff, TX 77518

CAD ACCOUNT #:
1295-0019-0019-000

Land HS $25,000
Imp HS $24,810

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 08/06/13

REDEMPTION EXPIRES: 08/27/15

CAUSE # 08TX0483

STYLED: Galveston County, et al. vs. Tommy M. Fritz, et al.

DATE DEED RECORDED:
08/27/13

RECORDING REFERENCE:
2013054978

COSTS:

GRAND TOTAL/JUDGEMENT AMT: $ 23,442.19

TAX RESALE INFORMATION

BID AMOUNT: $15,000.00

NAME OF BIDDER: Jeffrey A. Tuck and/or Judy Tuck
15418 Penn Hills Lane
Houston, TX 77062

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **08TX0483** on the docket of the **10th** District Court
GALVESTON COUNTY, ET AL. VS. TOMMY M. FRITZ, ET AL.

Property Account Number: **1295-0019-0019-000**

Legal Description: **LOTS NINETEEN (19) THRU TWENTY-THREE (23), BLOCK NINETEEN (19), BACLIFF, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED IN VOLUME 2569, PAGE 884, IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS**

Property Sold at Sheriff's Sale Conducted on AUGUST 6, 2013 for **$23,442.19**

Property Re-Sold to **JEFFREY A. TUCK AND/OR JUDY TUCK, 15418 PENN HILLS LANE, HOUSTON, TX 77062** for **$15,000.00**

Proceeds Distribution

Payment of Costs Pursuant to Texas Property Tax Code §34.02	Original Amt Due At Sale	Actual Disbursement
(1) Advertising:		
to "Galveston County Sheriff's Dept." (publication costs)	$ 675.00	$ 675.00
(2) Reimbursement - Costs, Fees		
to "Galveston County Clerk" (recording fee #2012022953)	$ -	$ 20.00
(3) Attorney Ad Litem Fees		
to "Margaret Hindman" P O Box 517, Galveston, TX 77550	$ 500.00	$ 500.00
(4) Court Costs		
to "Galveston County District Clerk"	$ 780.00	$ 780.00
(5) Title Search Fees		
to "Lyn Wingert & Associates"	$ 250.00	$ 250.00
	$ 2,205.00	$ 2,225.00

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Disbursement
to "COUNTY OF GALVESTON"	0.220232800	$ 4,677.13	$ 2,813.47
to "DICKINSON INDEPENDENT SCHOOL DISTRICT"	0.566709839	$ 12,035.32	$ 7,239.72
to "COLLEGE OF THE MAINLAND"	0.087713706	$ 1,862.79	$ 1,120.54
to "BACLIFF MUD"	0.125343656	$ 2,661.95	$ 1,601.27
	Subtotal	$ 21,237.19	$ 12,775.00
	Grand Total	$ 23,442.19	$ 15,000.00

2003 - 2012 Taxes Included in Judgment
CAD Value Land $25,000 Imp $24,810 = $48,810
Taxes Not Covered by Resale $8,462.19

BID FORM
FOR TAX FORECLOSED PROPERTY

I (We), Jeffrey A. Tuck and/or JUDY TUCK hereby declare and certify that:

(A) I (We) are the Bidder(s) for the following property:

CAD Property # 1295-0019-0019-000 (R203986) described as follows:
Lots 19 thru 23 Block 19 Bacliff

(B) Bid amount $ 15,000

Enclosed is my (our) bid deposit, a Cashier's check in the amount of $ 1500, which is ten percent (10%) of my (our) bid. Payment in full must be made within thirty (30) days of final award of bid or bidder will forfeit bid deposit.

(C) I (We) agree that each of the taxing entities made a party to the foreclosure have the right to reject any or all bids and waive any formality in the bidding. No title insurance or surveys will be provided. Property is being sold "as is", "where is" and "without warranty".

(D) By my signature below, I certify that I understand the conditions and limitations of this sale. I further understand that the "minimum bid" amount may not include other taxes which were not included in the judgment and that I will be responsible for those taxes if I am the successful bidder. I agree to indemnify the taxing entities and its agents from any action or damages arising from the purchase of this property.

(E) I/We acknowledge that properties sold pursuant to this sealed bid sale are sold in satisfaction of all taxes, penalties, interests, costs and fees included in the judgment rendered in the delinquent tax lawsuit, as referenced in the column entitled 'Cause #'. Taxes for tax years not included in the judgment must be paid by the purchaser of the property in addition to the successful bid amount.

Jeffrey A. Tuck
*Bidder(s) printed name [if individual(s)]

Jeffrey A. Tuck
Bidder(s) Signature(s) [if individuals(s)]

JUDY TUCK
*Bidder's printed name [if an entity]

Authorized signature [on behalf of entity]

15418 PENN HILLS LANE
*Address

(281) 280-0810
Phone Number / Fax Number

HOUSTON TX 77062
*City/State/Zip Code

JEFFREYATUCK@AOL.COM
Email Address

*** as it will appear on the Deed**

JSC
Federal Credit Union

Payee: JAMES G TUCK [redacted]
Address: 15302 BAYBROOK DR
HOUSTON TX 77062

Account Detail	Account #	Amount	Balance	Available
FROM CHECKING	*******4260S75	1500.00	132276.59	132276.59

Payee LINEBARGER GOGGAN BLAIR & SAMPSON,LLP

JAMES G TUCK
15302 BAYBROOK DR
HOUSTON TX 77062
CASHIER'S CHECK NON-NEGOTIABLE [redacted] 14 AUG 13 12:19 Br 1-26 Amt 1500.00
DETACH BEFORE DEPOSITING

JSC
Federal Credit Union
PO BOX 58346
HOUSTON, TEXAS 77258

[redacted]

35-8399/3130

CASHIER'S CHECK

14 AUG 13

PAY TO THE ORDER OF LINEBARGER GOGGAN BLAIR & SAMPSON,LLP

$1,500.00 * * *

PAY ONE THOUSAND FIVE HUNDRED DOLLARS ONLY * * *

JAMES G TUCK
15302 BAYBROOK DR
HOUSTON TX 77062

THIS CHECK VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

[redacted]

Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591, (866) 277-47
Data on this Web site represents Certified 2013 Information as of July 19th 2013

Home
General Information
News
FAQ
Searches
- Property ID Search
- Account Search
- Owner Search
- Address Search

Property Data
- Detail Sheet
- History
- Datasheet

Other
- Taxing Units
- Neighborhoods
- Abstracts
- Subdivisions
- ARB Rules
- ONLINE Protest Info
- Online Protest Login
- Tax Code
- Calendar
- Property Codes
- County Tax Rates
- PROTEST VIDEO
- Legislative Updates
- Forms
- NEW OGI Maps
- GIS Map Viewer
- GIS Shape Files
- PDF Map Index
- NBHD Map Index
- County Tax Office
- Texas CADs

Property Detail Sheet (R203986)

History | Plat Map | GIS Map | Datasheet | Protest

Owner Information

Owner ID: [redacted]
Owner Name: [redacted]
Owner Address: [redacted]
Property Address: 4209 BRUCE ST
BACLIFF, TX 77518

Parcel Information

Legal Description: ABST 154 S G MCCLENNY LOTS 19 THRU 23 BLK 19 BACLIFF
Neighborhood: 2655(2655 - Clifton By The Sea)
Acreage: 0.286
Cross Reference: 1295-0019-0019-000
Undivided Interest: 100%
Exemption Codes:
Entity Codes: S11 (Dickinson Isd)
GGA (Galveston County)
J05 (Mainland College)
M04 (Bacliff)
RFL (Co Road & Flood)
Deed Type:
Deed Book: 2013054978
Deed Page: 08-27-13
Map Page: 122-C
Links:

Values Breakdown	2013 Value
Land HS:	$25,000 +
Land NHS:	$0 +
Improvement HS:	$24,810 +
Improvement NHS:	$0 +
Ag Market:	$0
Ag Use:	$0 +
Timber Market:	$0
Timber Use:	$0 +
Assessed:	$49,810 =

Improvements

ID	Type	SPTB	Segs	Value
Imp1	R (Residential)	A1 (Real Residential Single Fam	4	$ 24,810

Land

2013
R203986

08/14/2013

Current Owner	Legal Description	Exemptions	Market
[redacted]	ABST 154 S G MCCLENNY LOTS 19 THRU 23 BLK 19 BACLIFF		49,810
		Entities	**Assessed**
		S11, GGA, J05, M04, RFL	49,810

Situs Address

4209 BRUCE ST
BACLIFF, TX 77518

Sales

Date	Volume	Page	Seller Name

History Information

	2013	2012	2011	2010
Imp HS	$24,810	$24,810	$24,810	$24,810
Imp NHS	-	-	-	-
Land HS	$25,000	$25,000	$25,000	$25,000
Land NHS	-	-	-	-
Ag Mkt	-	-	-	-
Ag Use	-	-	-	-
Tim Mkt	-	-	-	-
Tim Use	-	-	-	-
HS Cap	-	-	-	-
Assessed	$49,810	$49,810	$49,810	$49,810

Building Attributes

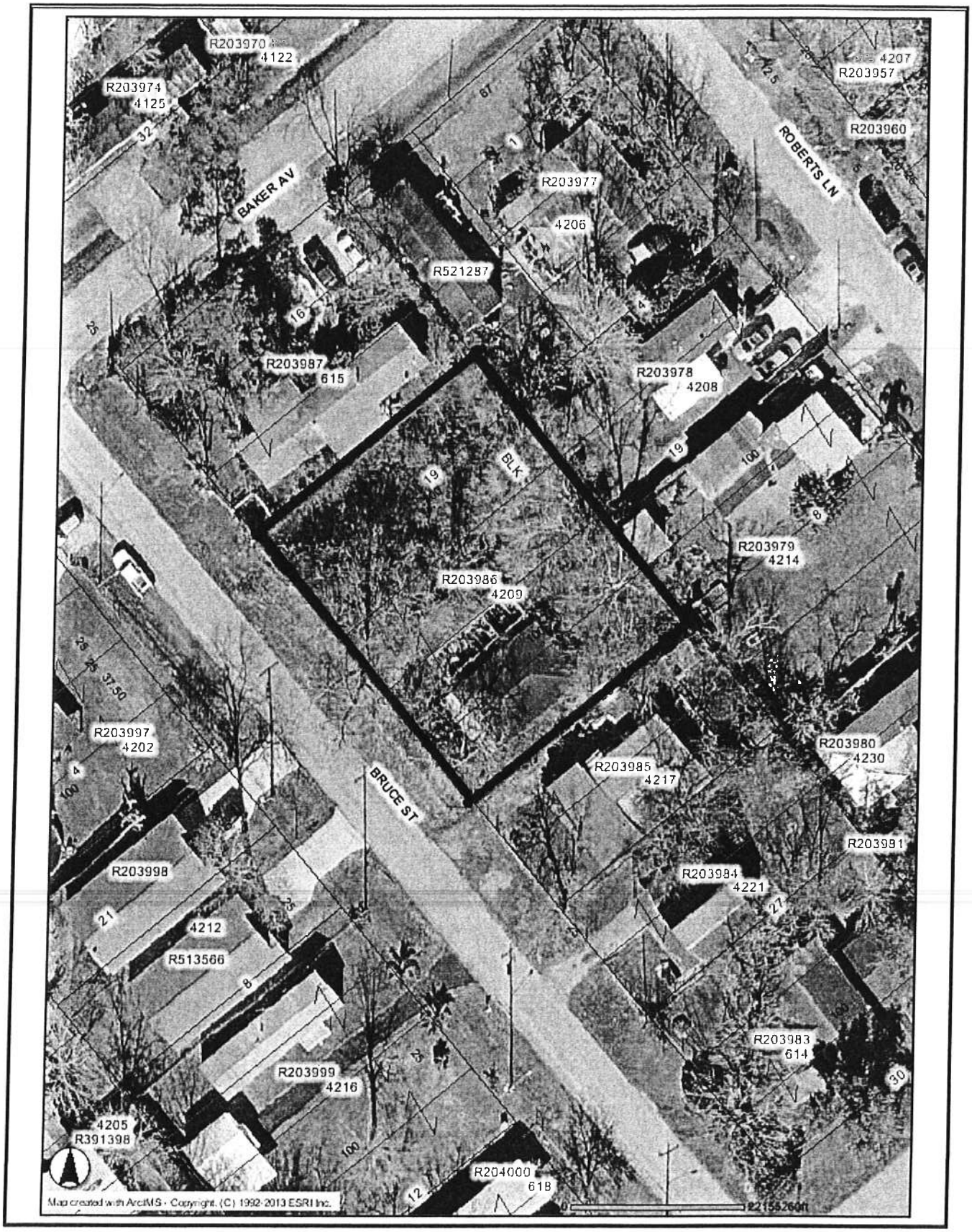
Construction	Foundation	Exterior	Interior	Roof	Flooring
SFC	WPR	WF	SR	CS	VI
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**
ST	1		1965		

Land Segments

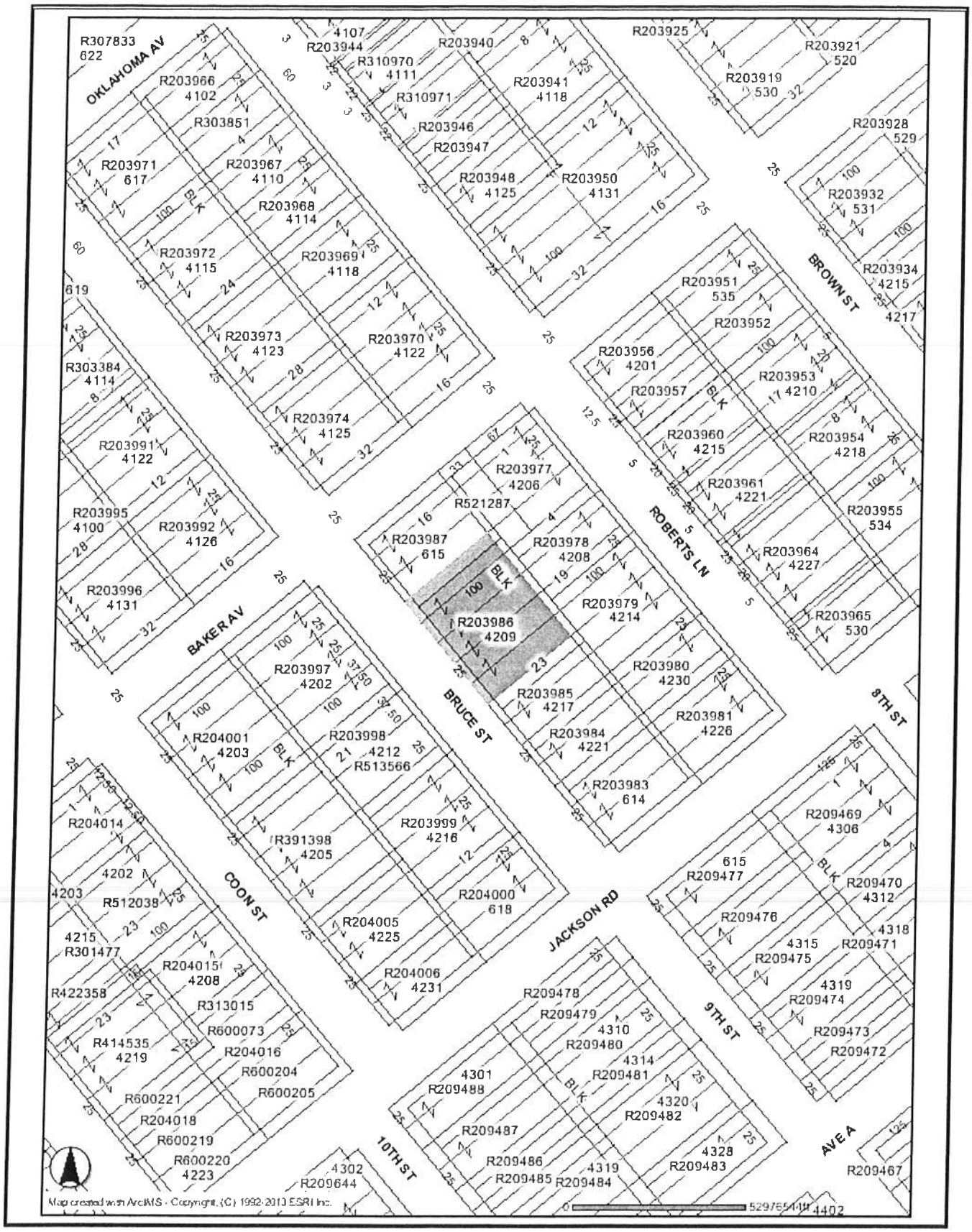
SPTB	Description	Area	Market	Ag Value
A1	Residential Lot	12500F	25,000	

Improvements

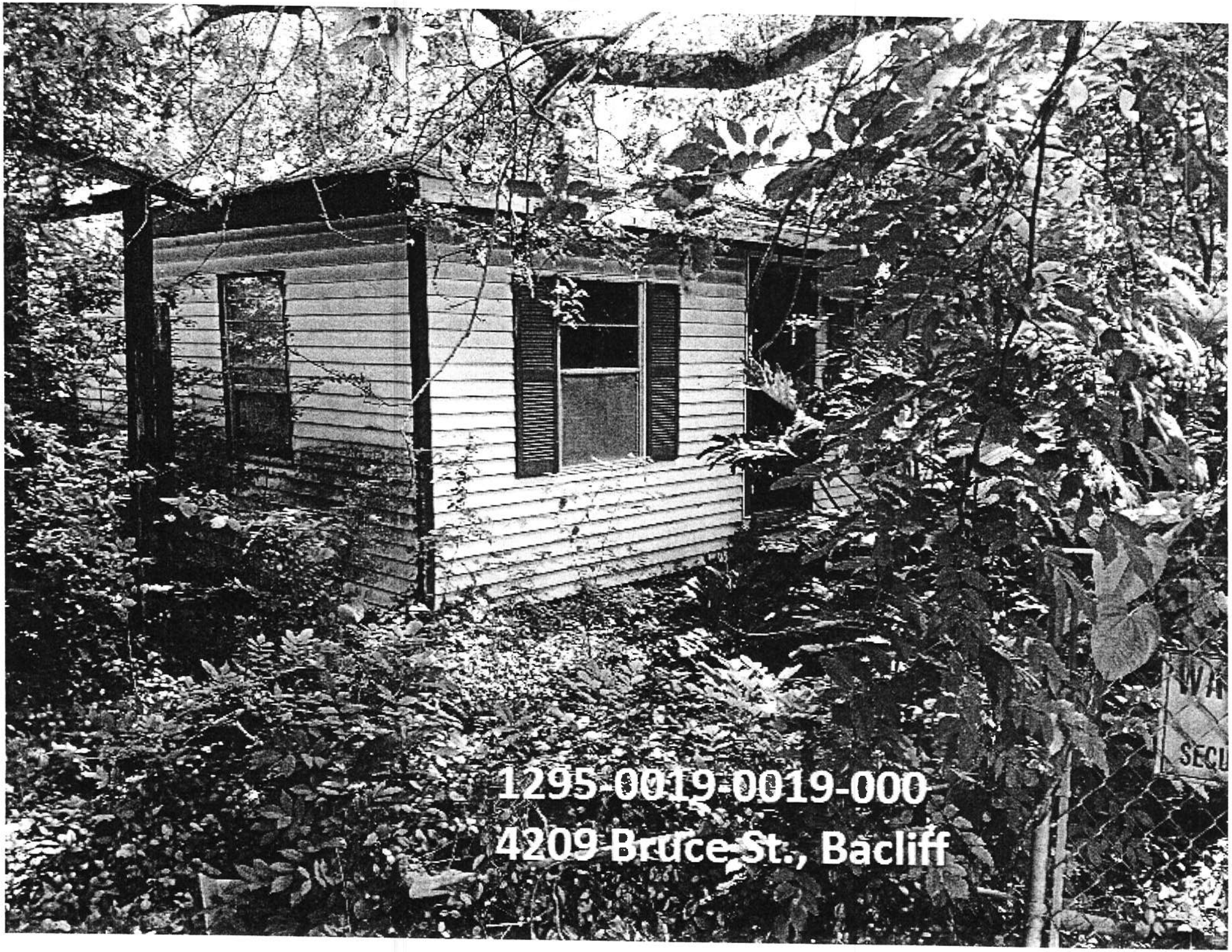
Type	Description	Area	Year Built	Eff Year	Value
R	Residential				$24,810
MA	Main Area	864	1965	1971	$20,030
CP3	Metal Carport	144	1965	1971	$330
CP2	Wood Carport/no Slab	480	1965	1971	$1,670
ST	Storage	240	1965	1971	$2,780



1295-0019-0019-000
Lots 19 thru 23, Block 19, Badiff
4209 Bruce St., Badiff, TX 77518



1295-0019-0019-000
Lots 19 thru 23, Block 19, Bacliff
4209 Bruce St., Bacliff, TX 77518


1295-0019-0019-000
4209 Bruce St., Bacliff

1295-0019-0019-000
4209 Brute St. Bacliff

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRUSTEE'S DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **10th** Judicial District in Cause Numbered **08TX0483** styled "**GALVESTON COUNTY, ET AL. VS. TOMMY M. FRITZ, ET AL.**" the Sheriff of Galveston County, on JUNE 25, 2013, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on **AUGUST 6, 2013**, sold and conveyed the premises to **GALVESTON COUNTY**, as Trustee for itself and for **COLLEGE OF THE MAINLAND, BACLIFF MUNICIPAL UTILITY DISTRICT** and **DICKINSON INDEPENDENT SCHOOL DISTRICT** for the sum of **TWENTY THREE THOUSAND FOUR HUNDRED FORTY-TWO AND 19/100 DOLLARS ($23,442.19)**, it being the highest bidder therefore; and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00)**; and

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05(b).

NOW, THEREFORE, in consideration of the sum of **FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, GALVESTON COUNTY, COLLEGE OF THE MAINLAND, and BACLIFF MNICIPAL UTILITY DISTRICT, ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **JEFFREY A. TUCK AND/OR JUDY TUCK**, of **15418 PENN HILLS LANE, HOUSTON, TX 77062** ("GRANTEE"), the following described real property, to wit:

LOTS NINETEEN (19) THRU TWENTY-THREE (23), BLOCK NINETEEN (19), BACLIFF, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED IN VOLUME 2569, PAGE 884, IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code.

GRANTOR conveys the property:

a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,

b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,

c) subject to any right of redemption; and

d) subject to rights of parties in possession.

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

a) the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil and geology,

b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,

c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),

d) compliance with applicable environmental laws, rules or regulations; and

e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,

b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,

c) that any information provided with respect to the property was obtained from a variety of sources,

d) GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information; and

e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property an other items conveyed hereunder. As a material covenant and condition of this conveyance,

GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising our of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of himself and his heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, their heirs, and assigns, forever.

Taxes for the current year are to be paid by GRANTEE.

EXECUTED this the _____ day of _____, 2013.

COUNTY OF GALVESTON

By:_____
Mark Henry, County Judge of Galveston County, Texas

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY as County Judge of Galveston County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the _____ day of _____, 2013.

_____
NOTARY PUBLIC, in and for the State of Texas

_____
Printed or Typed Name of Notary

EXECUTED this the _____ day of _____, 2013.

DICKINSON INDEPENDENT SCHOOL DISTRICT

By:_____

_____
(Print Name and Title)

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as _____ of Dickinson Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the _____ day of _____, 2013.

_____
NOTARY PUBLIC, in and for the State of Texas

_____
Printed or Typed Name of Notary

EXECUTED this the _____ day of _____, 2013.

COLLEGE OF THE MAINLAND

By:_____

_____
(Print Name and Title)

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as _____ of College of the Mainland, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the _____ day of _____, 2013.

_____
NOTARY PUBLIC, in and for the State of Texas

_____
Printed or Typed Name of Notary

EXECUTED this the _____ day of _____, 2013.

BACLIFF MUNICIPAL UTILITY DISTRICT

By:_____

_____
(Print Name and Title)

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as _____ of Bacliff Municipal Utility District to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the _____ day of _____, 2013.

_____
NOTARY PUBLIC, in and for the State of Texas

_____
Printed or Typed Name of Notary

After recording return to:
Linebarger Goggan Blair & Sampson, LLP
P O Box 2789
Texas City, TX 77592-2789

AGENDA ITEM #41.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 18, 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
7450-0000-0010-000	$ 3,318.65	Over Payment

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

AGENDA ITEM #44.a.

MEMORIAL HERMANN

September 4, 2013

La Nae Schultz
Consultant - Boon Chapman
Galveston County Indigent Healthcare Program
13203 Quiet Lake Ln.
Pearland, TX 77585

RE: Revised Participating Facility Listing (Attachment III) – Memorial Hermann TIRR

Dear Ms. Schultz:

Please accept this as formal notification to amend our current Agreement to remove Memorial Hermann TIRR as a participating facility from Attachment III – Participating Facilities effective October 1, 2013. Memorial Hermann has made a business decision to not include Memorial Hermann TIRR in this Agreement but will evaluate admission requests on a case by case basis.

The signature below will constitute an Amendment to our existing Agreement with your organization. Please do not hesitate to call Christina Abrego with any questions and/or concerns at (713) 338-6018.

Galveston County Indigent Healthcare Program

By: Mark Henry

Signature: Mark Henry

Title: Galveston County Judge

Date: 10/01/2013

Memorial Hermann Health System

By: Michelle Lindsley

Signature: Michelle Lindsley

Title: System Executive Managed Care

Date: 9/5/13

Sincerely,

Michelle Lindsley

Michelle Lindsley
System Executive Managed Care

Enclosure

AGENDA ITEM #46.a.1.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Community Services - Indigent Care and Medication	BA 14-003-1001-A
Date Submitted:	September 13, 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 replacement of the Payee Officer with the Office Manager in the Guardianship Program

This budget amendment does not increase the budget for FY 2014.

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	5,833	
TOTAL - Transfer From			$ 5,833	

TRANSFER TO

Fund	Department	Line Item:	Amount	Auditor Use Only Account Balance Sufficient (Y/N)
1101 - General Fund	443100 - Indigent Care and Medication	5100000 - Salaries	4,810	
1101 - General Fund	443100 - Indigent Care and Medication	5152102 - FICA - Medicare	70	
1101 - General Fund	443100 - Indigent Care and Medication	5153000 - Pension	532	
1101 - General Fund	443100 - Indigent Care and Medication	5153000 - Alternate Plan	421	
TOTAL - Transfer To			$ 5,833	

ADDITIONAL COMMENTS:
The Director of Community Services is requesting funds to replace the Payee Officer with the Office Manager in the Guardianship Program. The Office Manager has worked with Galveston County in this position for over 15 years; with her experience, this employee will be an asset in the transition. The Payee Officer has worked with the County for 7 months.

Position	Grade /Step	2014 Annualized Salary with COLA and Supplement	2014 Annualized Fringe Benefits	Total Salaries and Fringe Benefits
Officer Manager	14H	$41,902	$8,915	$50,817
Payee Officer	15A	$37,092	$7,892	$44,984
Request		$4,810	$1,023	$5,833

Departmental Authorization Date

Human Resources Department Date

Budget Office Authorization Date 9/25/2013

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 #46.a.2.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Parks Department	BA 14-004-1001-B
Date Submitted:	September 24, 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 Mandatory National Flood Insurance Program Reduction and Grant Match - Mandatory for the Caretaker's House - Fort Travis Seashore Park.

This budget amendment does not increase the budget for FY 2014.

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	22,121	
TOTAL - Transfer From			$ 22,121	

TRANSFER TO

Fund	Department	Line Item:	Amount	Auditor Use Only Account Balance Sufficient (Y/N)
2994 - Disaster Recovery - Hurricane Ike	299552 - SU019E Caretaker's House, Fort Travis	4872039 - Mandatory NFIP Reduction	20,994	
2994 - Disaster Recovery - Hurricane Ike	299552 - SU019E Caretaker's House, Fort Travis	4910100 - Grant Match - Mandatory	1,128	
TOTAL - Transfer To			$ 22,121	

ADDITIONAL COMMENTS:
The Director of Parks is requesting funds for the Mandatory National Flood Insurance Program Reduction and Grant Match - Mandatory for the Caretaker's House, Fort Travis project.

Description	Cost Estimate
FEMA Project Worksheet - SU019 - Caretaker's House, Fort Travis	$65,648
Insurance Proceeds	-$33,379
Mandatory NFIP Reduction	-$20,994
FEMA Share of Project (90%)	-$10,149
Grant Match - Mandatory (10%)	$1,127

Departmental Authorization — Date

Human Resources Department — Date

Budget Office Authorization — Date 9/25/2013

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 #46.a.3.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Limited Tax County Buildings, Series 2009B	BA 14-005-1001-C
Date Submitted:	September 24, 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 salaries and fringe benefits for the County Architect and Administrative Assistant for the fiscal year 2014

This budget amendment does not increase the budget for FY 2014.

TRANSFER FROM

Fund	Department	Line Item:	Amount	Auditor Use Only Account Balance Sufficient (Y/N)
3120 - Limited Tax County Buildings, Series 2009B	179010 - Administration	5790100 - Unallocated Appropriations	168,228	
TOTAL - Transfer From			$ 168,228	

TRANSFER TO

Fund	Department	Line Item:	Amount	Auditor Use Only Account Balance Sufficient (Y/N)
3120 - Limited Tax County Buildings, Series 2009B	179010 - Administration	5100000 - Salaries	128,409	
3120 - Limited Tax County Buildings, Series 2009B	179010 - Administration	5151000 - Group Health Insurance	11,832	
3120 - Limited Tax County Buildings, Series 2009B	179010 - Administration	5152102 - FICA - Medicare	1,862	
3120 - Limited Tax County Buildings, Series 2009B	179010 - Administration	5153000 - Pension	14,202	
3120 - Limited Tax County Buildings, Series 2009B	179010 - Administration	5153000 - Alternate Plan	11,255	
3120 - Limited Tax County Buildings, Series 2009B	179010 - Administration	5155000 - Unemployment Paid by County	668	
TOTAL - Transfer To			$ 168,228	

ADDITIONAL COMMENTS:
The Director of Professional Services is requesting to fund salaries and fringe benefits for the County Architect and Administrative Assistant for the fiscal year 2014 from unallocated appropriations.

Position	Grade /Step	2014 Annualized Salary with COLA and Supplement	2014 Annualized Fringe Benefits	Total Salaries and Fringe Benefits
County Architect	25J	$96,356	$26,917	$123,273
Administrative Assistant	12A	$32,053	$12,902	$44,955
Request		$128,409	$39,819	$168,228

Departmental Authorization Date

Human Resources Department Date

9/24/2013
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 #46.b.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

Grant Application___ Award___ Approval Request ✓

Date of Request: 10/1/13		**Department:** DA's Office		
Grant Agency: Office of the Governor			**Funding Source:** Juvenile Accountability Block Grant	
Grant Start Date:	9/1/13	**Program Year:** 2013 - 2014	**Renewal: Yes** ✓ **No** ___	**Last Billing Date:** 8/31/14
Grant End Date:	8/31/14	**Program End Date:** 8/31/14	**Award/Agreement No:** 1330014	
Description:	The grant partially funds for a prosecutor dedicated to the timely prosecution of violent juvenile offenders.			
Grant Org Key: 2840			**Grant Type: Advance Payment** ___ **Reimbursement** ✓	

Expenditure Type	Grant (Other) Funded	County Funded	Total Budget
Salary & Benefit	$10,535	$1,171	
Non-Labor			
Indirect/Admin Costs			
Totals:	$ 10,535	$1,171	$11,706.00

	FY12	FY13	FY14	FY15	After FY15	Total
County Funding Requested:						0
County Funding Budgeted:		General Gov cost center - Grant Match				

Approved By:	Date	Signature
Grants Manager:	Cynthia Paya	9/25/13
Director of Finance:		9/29/2013

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

Honorable County Judge and Commissioners
Galveston County
Galveston, TX 77550

Re: Certification of Revenues Pursuant to Local Government Code Section 111.0706

Grant from Office of the Governor (OAG) - Juvenile Accountability Block Grant

Galveston County has received notification of award for grant revenue in the amount of $10,535 for the Galveston County Criminal District Attorney's Prosecution of Juvenile Offenders project for the period of 09-01-2013 to 08-31-2014 that has not been previously budgeted or anticipated. The total grant is $11,706, with a county match of $1,171.

Galveston County may adopt a special budge 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

Prosecution of Juvenile Offenders 1330014

Pagan, Cynthia

From: egrants@governor.state.tx.us
Sent: Wednesday, August 28, 2013 9:51 AM
To: Henry, Mark; Roady, Jack; Modzelewski, Jeff
Subject: eGrants: Notification of OOG Grant Award for Grant Number: 1330014

It is a pleasure to inform you that your application for funding has been awarded!

The Office of the Governor (OOG) is working to ensure that communities throughout the state receive the resources to make Texas a safer place by creating and supporting programs that protect people from crime, reduce the number of crimes committed, and promote accountability, efficiency, and effectiveness within the criminal justice system. Your project contributes to these efforts.

See the instructions below for specific information about activating your award. Thank you for your work and best wishes for a successful project.

Instructions for Activating Your Grant

To activate your agency's grant, the Authorized Official should log on to eGrants at https://eGrants.governor.state.tx.us and go to the 'My Home' page. In the 'Project Status' column, locate the application(s) marked 'Pending Acceptance of Award'. Click on the grant number and proceed to the 'Accept Award' tab. At the bottom of this page you may click the appropriate tab to 'Accept' or 'Decline' the award for your grant.

CJD $10,535.00
County Match $1,171.00 (match of Personnel)
$11,706.00 Total Project Cost

Print This Page

Agency Name: Galveston County
Grant/App: 1330014 **Start Date:** 9/1/2013 **End Date:** 8/31/2014

Project Title: Prosecution of Juvenile Offenders
Status: Pending AO Acceptance of Award

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460009081010

Application Eligibility Certify:
Created on:2/22/2013 8:47:39 AM By:Heather Morgan

Profile Information

Applicant Agency Name: Galveston County
Project Title: Prosecution of Juvenile Offenders
Division or Unit to Administer the Project: Galveston County Criminal District Attorney's Office
Address Line 1: 600 59th Street, Suite 1001
Address Line 2:
City/State/Zip: Galveston Texas 77551-1896
Start Date: 9/1/2013
End Date: 8/31/2014

Regional Council of Goverments(COG) within the Project's Impact Area: Houston-Galveston Area Council
Headquarter County: Galveston
Counties within Project's Impact Area: Galveston

Grant Officials:
Authorized Official
User Name: Mark Henry
Email: mark.henry@co.galveston.tx.us
Address 1: 722 Moody
Address 1:
City: Galveston, Texas 77550
Phone: 409-766-2244 Other Phone: 409-765-2639
Fax: 409-766-4582
Title: The Honorable
Salutation: Judge

Project Director
User Name: Jack Roady
Email: jack.roady@co.galveston.tx.us
Address 1: 600 59th Street
Address 1: Suite 1001
City: Galveston, Texas 77551
Phone: 409-766-2354 Other Phone: 409-766-2353
Fax: 409-765-3230
Title: Mr.
Salutation: Mr.

Financial Official
User Name: Jeffrey Modzelewski
Email: jeff.modzelewski@co.galveston.tx.us
Address 1: 722 Moody (21st Street), 4th Floor
Address 1:
City: Galveston, Texas 77550
Phone: 409-770-5328 Other Phone: 409-739-3879
Fax: 409-766-4583
Title: Mr.
Salutation: Mr.

Grant Writer
User Name: Cindy Pagan
Email: cynthia.pagan@co.galveston.tx.us
Address 1: 722 Moody, Suite 317
Address 1:
City: Galveston, Texas 77550
Phone: 409-770-5355 Other Phone:

Fax: 409-766-2539
Title: Ms.
Salutation: Ms.

Grant Vendor Information

Organization Type: County
Organization Option: applying to provide juvenile prevention and / or intervention services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460009081010
Data Universal Numbering System (DUNS): 081507709

Narrative Information

Primary Mission and Purpose

The Juvenile Accountability Block Grant (JABG) Program's purpose is to develop programs that promote greater accountability in the juvenile justice system.

Funding Levels
The anticipated funding levels for the Juvenile Accountability Block Grant (JABG) program are as follows:

- Minimum Award - $5,000
- Maximum Award – None
- The Juvenile Accountability Block Grant program requires a grantee match of at least 10%, which is calculated on the total project costs, not on the amount requested from CJD. The match requirement may be met through cash contributions only.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Local Advisory Board
Each unit of local government is required to establish an advisory board consisting of individuals representing police departments, sheriffs' offices, prosecutors, probation officers, juvenile courts, schools, businesses, and faith-based, fraternal, nonprofit, or social service organizations involved in juvenile crime and delinquency. The local advisory board is responsible for the development of a coordinated enforcement plan for the use of grant funds based on an analysis of the local juvenile justice system. The analysis determines the most effective use of grant funds within the sixteen program purpose areas that apply to those grant funds. The plan serves as the project narrative and summary and should follow the general format of a project narrative and summary as outlined in this solicitation. In the space provided, enter the number of individuals representing each of the groups listed below.

Note: *Although the **Local Advisory Board** section is not applicable to discretionary applicants, you must enter a numeric value in each box. Discretionary applicants should enter a zero ('0') in the boxes below.*

Enter the number of advisory group members representing **Police Departments**:
2

Enter the number of advisory group members representing **Sheriff Offices**:
1

Enter the number of advisory group members representing **Prosecutors**:
0

Enter the number of advisory group members representing **Juvenile Courts**:
2

Enter the number of advisory group members representing **Schools**:
0

Enter the number of advisory group members representing **Businesses**:
1

Enter the number of advisory group members representing **Social Service Agencies** (e.g., faith-based, fraternal, non-profit, etc.):
4

Local Advisory Board Resolution
A Local Advisory Board Resolution form has been signed by members of the local juvenile justice advisory board and is on file with the application agency.

Note: *The **Local Advisory Board Resolution** section is not applicable to discretionary applicants.*

Waiver of Funds
Any entity receiving a local allocation may waive the ability to apply for funds and choose instead to waive the allocation to a larger or neighboring city, county or Native American tribe that will still benefit the waiving area's jurisdiction. The applicant agency is responsible for obtaining a completed JABG Waiver of Funds Form from each agency that chooses to waive its allocation to the applicant. CJD will not award any additional waived funds to the applicant organization until a completed JABG Waiver of Funds Form is signed and fax to CJD at (512) 475-2440 by the application submission deadline. The JABG Waiver of Funds Form is available here or can be downloaded from CJD's website at https://egrants.governor.state.tx.us/updates.aspx. In the space provided below, enter the name of the agency waiving funds, amount of funds waived, and the name of the waiving agency's authorized official.

Note: *Although the **Waiver of Funds** section is not applicable to discretionary applicants, you must select a value in the box. Discretionary applicants should select not applicable ('N/A') in the box below.*

Does this application include funds waived from another jurisdiction?
Select the appropriate response:
_ Yes
X No
_ N/A

If you selected **Yes** above, enter the name of the waiving agency and amount of waived funds (e.g., Anywhere County - $25,000). If multiple jurisdictions are waiving funds to your agency, include the names and amounts for each agency.
Enter the name(s) and amount(s) for waived funds:

Drug Court Program Requirements

Drug Court programs that provide court-supervised substance abuse treatment as an alternative to traditional criminal sanctions, as defined in Chapter 469 of the Texas Health and Safety Code must incorporate the following ten (10) essential characteristics of drug courts noted below and codified in Texas Health and Safety Code §469.001 to be eligible for funding:

Ten Essential Characteristics
Describe in detail how your program meets each of the 10 essential characteristics of a drug court.

Integration of Services – The integration between alcohol and other drug treatment services in the processing of cases in the judicial system.
n/a

Non-Adversarial Approach – The use of a non-adversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.
n/a

Prompt Placement – Early identification and prompt placement of eligible participants in the program.
n/a

Access – Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services.
n/a

Abstinence Monitoring – Monitoring of abstinence through weekly alcohol and other drug testing.
n/a

Compliance Strategy – A coordinated strategy to govern program responses to participants' compliance.
n/a

Judicial Interaction – Ongoing judicial interaction with program participants.
n/a

Evaluation – Monitoring and evaluation of program goals and effectiveness.
n/a

Education – Continuing interdisciplinary education to promote effective program planning, implementation, and operations.
n/a

Partnerships – Development of partnerships with public agencies and community organizations.
n/a

General Approaches

- Pre-adjudication - The defendant is diverted to the treatment program in lieu of prosecution before charges are filed or before final case.
- Post-adjudication - The drug offender begins the drug court program after entering a plea of guilty or nolo contendere or having been found guilty, often as a condition of probation.
- Reentry - Offenders completing sentences of incarceration or lengthy terms of residential treatment are ordered into the treatment program to facilitate their transitionand reintegration into society.
- Civil - Participants enter the drug court program in relation to suits affecting the parent-child relationship, child welfare / CPS cases, child support cases, or other civil matters.

Select the **general approach(es)** this drug court will follow below.
Select all that apply:
_ Pre-adjudication
_ Post-adjudication
_ Reentry
_ Civil
X N/A

Observation
The drug court team (judge, prosecutor, defense counsel, treatment provider, supervision officer, court coordinator, etc.) of a new program must observe at least one drug court staffing session and hearing, in Texas, prior to program implementation.

Policies and Procedures
The drug court will develop and maintain written policies and procedures for the operation of the program.

Information Sharing
The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to CJD.

Jurisdiction
Provide the name of the court administering the Drug Court program *(e.g., 999th Judicial District Court, Somewhere County Criminal Court, or City of Somewhere Municipal Court)*. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Drug Court Date
If the Drug Court has commenced operations, provide the date that this Drug Court was established.

Drug Court Type

- Adult - Programs serving adults (either pre-adjudication, post-adjudication, or reentry).
- Family - Programs serving parents who enter the drug court in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.
- Juvenile - Programs serving juveniles (either pre-adjudication, post-adjudication, or reentry).

Select the type of drug court that will be operated:
_ Adult
_ Family
_ Juvenile
X N/A

Will the drug court accept **DWI offenders**?
Select the appropriate response:
_ Yes
_ No
X N/A

Presiding Judge
The presiding judge of a drug court funded with Drug Court funds must be an active judge holding elective office or a master. Persons eligible for appointment may not be a former or retired judicial officer. Is the presiding judge of the drug court an active judge holding elective office or a master?
Select the appropriate response:
_ Yes
_ No
X N/A

Enter the name of the **Presiding Judge** for the Drug Court. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Drug Court Coordinator
Enter the name of the Drug Court Coordinator. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Note: *The Drug Court Coordinator usually monitors the operation of the Drug Court, supervises Drug Court staff, participates in Drug Court judicial staff meetings, prepares and oversees Drug Court contracts with service providers, maintains data on Drug Court operations, and communicates with legal staff, government officials, social service agencies, and the public regarding matters of the Drug Court.*

Has the drug court ever applied for **federal funding**?

Select the appropriate response:

_ Yes
_ No
X N/A

Has the drug court ever received **federal funding**?

Select the appropriate response:

_ Yes
_ No
X N/A

If you selected **Yes** above, provide the federal award amount, grant period [mm/dd/yyyy to mm/dd/yyyy], and explain how CJD funds will be used to support or expand the project and not replace existing funds.

Enter the federal funding description:

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Katherine Branch

Enter the Address for the Civil Rights Liaison:

722 Moody, 3rd Floor Galveston, TX 77550

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

(409) 770-5352

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under either the Juvenile Accountability Block Grant (JABG) Local or Discretionary Solicitations.

X I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.

Enter your problem statement:

The population of Galveston County exceeds 290,000. That increase in population has also contributed to a continuation in juvenile crime numbers, which mandates the need to fast track these cases from the date of offense through case disposition. Prior to funds becoming available from the Juvenile Accountability Block Grant, the Galveston County District Attorney's Office had not been able to fast-track the more serious cases. Without that capability, the criminal justice process was delayed for both the crime victim and the juvenile offenders. The Grant Prosecutor efficiently eliminates that concern.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

During the year 2011, the Galveston County Juvenile Justice Department received 1,280 referrals, which is a 13.86% decrease when compared to 2010. Though overall referrals decreased, referrals for violent offenses increased 1.49% during 2011 when compared to 2010. Referencing Data Source: Galveston County Juvenile Justice Department 2011 Annual Report.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

The 2012-2013 Galveston County Community Plan identifies the issues that the Grant funded Prosecutor addresses. Specifically, the number one identified problem is Juvenile Delinquency and the Community Plan cites the ability to better respond if resources were available to target specific patterns of delinquent behavior, maintain a continuing emphasis on tougher sanctions and effective reintegration to maintain progress made on the violent crime rate among juveniles. The Grant Prosecutor position, responsible for fast-tracking the serious and violent juvenile felony offenses, addresses the concerns of our county as they relate to juvenile delinquency, meaningful sanctions and timely justice for juvenile sexual offenders, substance abusers, and those that commit our most serious crimes. Timelier prosecution necessarily results in the ability to properly address those factors that may prevent further occurrences. The trickle-down effect

being that counseling, sex offender treatment, substance abuse treatment and education, intensive supervision, community service, and residential treatment to the youth and family in our community will hopefully make all our communities safer and curtail juvenile delinquency as best it can.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.
Enter a description for the overall goals and objectives:
To effectively curtail the number of violent crimes associated with juvenile delinquency, we must be able to timely address the juveniles that come into the criminal juvenile justice system. Juveniles are arrested and typically they are brought before a magistrate within 24 hours of the arrest. In Galveston County, juveniles arrested before 5:30 am are brought in front of a magistrate at 1:15 pm the same day. Police reports are sent to the District Attorney's Office at approximately 8:30 am in the morning. Prosecutors must review the relevant facts, make a charging decision, draft, sign, and file a juvenile petition prior to the 11:30 am deadline at the District Clerk's Office for same day filings. In the case of violent offenders this process requires special attention to ensure the appropriate charges are filed prior to the detention hearing. Additionally, these cases often require additional tasks such as drafting warrants and subpoenas, reviewing medical records, or speaking to victims and their families as well as potential witnesses. These things are all done while mandatory ten-day hearings are held in order to review the detention of the juveniles being held. This often requires a prosecutor who can concentrate on the most violent and taxing case while other prosecutors handle the other cases. The Grant Prosecutor position has made it possible to timely address the most serious crime. The position has been effective and increased our ability to address an ever increasing caseload as noted by the statistics of the Juvenile Justice Department. To provide a prosecutor dedicated to the timely prosecution of violent juvenile offenders. Due to the increased number of tasks necessary to successfully charge, detain, and prosecute violent cases and the rigid timeline associated with each step of the juvenile system, it is necessary to have an experience prosecutor who is familiar with the specialized rules associated with juvenile law. This goal is not instead of but in addition to the daily juvenile cases filed in Galveston County.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available here for your convenience.
Enter your cooperating working agreement(s):
Family Service Center of Galveston County Texas – reduce likelihood of recidivism for juvenile sex offenders by counseling juveniles who are placed on probation for sexual offenses and enhance willingness of child victims' to cooperate with the criminal justice division. Child Advocacy Center - refer acute and chronic sexual assault survivors to the SANE (Sexual Assault Nurse Examiners) program through established protocol with the A8C clinic. Galveston County Juvenile Justice Department – make recommendations as to appropriate placements and sanction levels and monitor juvenile offenders on probation to ensure compliance and assist with rehabilitation.

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)
Enter your current grant's progress:
No obstacles or issues preventing effective use of the Grant Prosecutor.

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.
Enter your summary statement for this project:
In conclusion, the data compiled from 2011 by the Juvenile Justice Department shows we continue to have a high number of violent felony offenses being committed by juveniles. To effectively attempt to curtail the number of violent crime associated with juvenile delinquency, we must be able to timely address the juveniles that come into the criminal juvenile justice system. The Grant Prosecutor position has made that possible and its continuation is essential to our long range goals of properly addressing juvenile delinquency, the resulting increases in juvenile crime and its impact on our communities. With the support of the grant funding Galveston County will continue to take a step forward and not look back, knowing that we are doing the best we can because of the opportunity that the grant funds provide.

Project Activities Information

Juvenile Justice Board Priorities

Juvenile justice projects or projects serving delinquent or at-risk youth will address at least one of the following priorities developed by the Governor's Juvenile Justice Advisory Board to be eligible for funding.

Diversion - Programs to divert juveniles from entering the juvenile justice system.

Job Training - Projects to enhance the employability of juveniles or prepare them for future employment. Such programs may include job readiness training, apprenticeships, and job referrals.

Professional Therapy and Counseling/Mental Health - Services include, but are not limited to, the development and/or enhancement of diagnostic, treatment, and prevention instruments; psychological and psychiatric evaluations; counseling services; and/or family support services.

School Based Delinquency Prevention - Education programs and/or related services to prevent truancy, suspension, and expulsion. School safety programs may include support for school resource officers and law-related education.

Substance Abuse - Programs, research, or other initiatives to address the use and abuse of illegal and other prescription and nonprescription drugs and the use and abuse of alcohol. Programs include control, prevention, and treatment.

Training and Technology/Juvenile Justice System Improvement (for Statewide Projects Only) - Programs, research, and other initiatives to examine issues or improve practices, policies, or procedures on a system-wide basis (e.g., examining problems affecting decisions from arrest to disposition and detention to corrections).

Select the Juvenile Justice Priority that best fits your project:
_ Diversion
_ Job Training
_ Professional Therapy and Counseling/Mental Health
_ School Based Delinquency Prevention
_ Substance Abuse
X Training and Technology/Juvenile Justice System Improvement (for Statewide Projects Only)

Drug Courts

Does your project have a Steering Committee that helps direct and enhance your court's operations?
_ Yes
_ No
X N/A

List the members of your drug court team and describe their role in supporting the participants.

Provide the average caseload size for a full-time case manager/probation officer assigned to this project.

Provide your project's policy on drug testing participants.

Describe the process you will use to determine your project's effectiveness.

Provide the total cost for operating your project during the previous fiscal year. (This should include all salaries, travel, counseling, treatment services, office supplies, etc.)
0

List the sources and amounts of non-CJD funding used to support this project during the previous fiscal year. (This may include local or state funds and any other charges to participants.)

List the treatment resources used for this project (e.g., ATR, TAIP, in-house, etc.).

Fees collected by your County in accordance with Chapter 102.0178, Code of Criminal Procedure, for offenses found in Chapter 49, Penal Code (DWI) and Chapter 481, Health and Safety Code (controlled substances):

Provide the total collected in the previous fiscal year by your county. (The party responsible for collecting court assessed fees in your county may be the treasurer, county clerk, or district clerk.)
0

Of the fees collected in your county, provide the amount that was directed to your project?
0

Describe how your project used those fees?

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Court Services / Improvements (Including Specialized Courts except Drug Courts)	100.00	The Grant Prosecutor improves the effectiveness of the court system by expediting cases involving violent offenders and seeking appropriate levels of probation or confinement under the progressive sanctions guidelines, restitution, substance and behavioral treatment programs.

Geographic Area:
The Project serves Galveston County in its entirety.

Target Audience:
The target audience are juvenile violent offenders.

Gender:
The target population would be both male and female.

Ages:
10-17

Special Characteristics:
None, we are simply guided by the nature of the crime. The Grant Prosecutor will focus on the most serious crimes including Murder, Sexual Assaults, Robberies, Kidnappings and all 42.12 3G C.C.P. offenses

Measures Information

Progress Reporting Requirements

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute (PPRI).

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of defenders hired.	0	0
Number of eligible program youth served using Graduated Sanctions approaches.	129	130
Number of judges hired.	0	0
Number of pretrial service staff hired.	0	0
Number of probation officers hired.	0	0
Number of special advocates hired.	0	0

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL

Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of eligible program youth served using Graduated Sanction approaches.	129	130
Number of program youth completing program requirements.	129	130
Number of program youth who reoffend.	39	30
Number of program youth with whom a best practice was used.	0	0
Number of programs / initiatives employing best practices.	0	0
Number of target youth to receive pre-release and post-release programming.	0	0
Number of youth to successfully complete their pre-release and post-release requirements.	0	0

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL

Certification and Assurances

Each applicant must click on this link to review the standard Certification and Assurances.

Resolution from Governing Body

Applications from local units of governments and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

_ Yes
X No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:

_ Yes
_ No
X N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2012

Enter the End Date [mm/dd/yyyy]:

9/30/2013

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount ($) of Federal Grant Funds:

95630164

Enter the amount ($) of State Grant Funds:

1210910

Single Audit

Has the applicant agency expended federal grant funding of $500,000 or more, or state grant funding of $500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

X Yes
_ No

Note: *Applicants who expend less than $500,000 in federal grant funding or less than $500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.*

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

9/30/2011

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than $25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of $25,000 or more, but less than $500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity. Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

_ Type I Entity
X Type II Entity
_ Type III Entity

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.
Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?
_ Yes
X No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?
_ Yes
X No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation ($):
0

Position 2 - Name:

Position 2 - Total Compensation ($):
0

Position 3 - Name:

Position 3 - Total Compensation ($):
0

Position 4 - Name:

Position 4 - Total Compensation ($):
0

Position 5 - Name:

Position 5 - Total Compensation ($):
0

Fiscal Capability Information

Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).
Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?
Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?
Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.
Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?
Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?
Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?
Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.
Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.
Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?
Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?
Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.
Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Attorney	Personnel - 1 Prosecutor Annual Salary and Benefits total $82,879.44. Grant and Match attributed to regular salary. The Grant Prosecutor is involved in the juvenile justice process from the date of offense through ultimate case disposition. Effective prosecution necessarily involves initially screening the case to make a determination of the severity of the crime and if it involves a serious crime and gang or drug activity. After that determination has been made the Grant Prosecutor will file the necessary petitions, keep in contact with the arresting agencies to ensure that we have all available evidence, establish contact with the crime victim, attend all court hearings, determine what offers will be made, if any, and decide what sanctions may be appropriate if a trial is not necessary. The alternatives to trial include counseling, deferred prosecution, probation, intensive supervision, placement in a post adjudication secure correctional facility, commitment to the Texas Youth Commission, discretionary certification or determine sentence to the Texas Youth Commission. The Grant Prosecutor remains responsible for subsequent court intervention as may be necessary on the cases until they are discharged or out of the juvenile criminal justice system.	$10,535.00	$1,171.00	$0.00	$0.00	$11,706.00	14

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
Budget of the Galveston County Criminal District Attorney	Cash Match	$1,171.00

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$1,171.00	$1,171.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	$10,535.00	$1,171.00	$0.00	$0.00	$11,706.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$10,535.00	$1,171.00	$0.00	$0.00	$11,706.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as **User Name**: JudgeHenry

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
Contribution by State	2840	127140	4341010	10,535.00		+	
Salaries	2840	127140	5100000		8,175.00	+	
Group Health	2840	127140	5151000		857.56	+	
Medicare	2840	127140	5152102		118.54	+	
Pension	2840	127140	5153000		716.54	+	
Alternate Plan	2840	127140	5154000		627.31	+	
Unemployment	2840	127140	5155000		40.06	+	
Grant Match-Manditory	2840	127192	4910100	1,171.00		+	
Salaries	2840	127192	5100000		900.00	+	
Group Health	2840	127192	5151000		94.41	+	
Medicare	2840	127192	5152102		13.05	+	
Pension	2840	127192	5153000		78.89	+	
Alternate Plan	2840	127192	5154000		80.24	+	
Unemployment	2840	127192	5155000		4.41	+	
2014 JABG Grant Budget and Local match being funded by General Government Grant Match							
Grant Match-Discretionary	2840	127192	4910200	72,749.82		+	
Salaries	2840	127192	5100000		54,425.00	+	
Group Health	2840	127192	5151000		6,164.03	+	
Medicare	2840	127192	5152102		789.16	+	
Pension	2840	127192	5153000		6,227.67	+	
Alternate Plan	2840	127192	5154000		4,858.23	+	
Unemployment	2840	127192	5155000		285.73	+	
funded Government Grant Match							
				84,455.82	**84,455.82**		

Posted by TRS

Date Posted 9/1/2013

ACCTG DATE 9/1/2013

Budget Revision Approval_____

Date Approved_____

D. Yearnd 9/25/2013

AGENDA ITEM #46.c.

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
Reimbursement from State	2870	159126	4345009	23,765.16		+	
Contract Services	2870	159126	5481000		23,765.16	+	
To set up budget for SAVNS Grant							
				23,765.16	23,765.16		

Posted by TRS

Date Posted 9/17/2013

ACCTG DATE 9/17/2013

Budget Revision Approval_____

Date Approved _____

D. Yearnd 9/20/2013

9/25/2013

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 resident 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 Pierson	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 #46.d.

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		+	
Salaries	2865	127110	5100000		6,884.64	+	
Supplies	2865	127110	5310000		960.00	+	
Contract Services	2865	127110	5481000		5,600.00	+	
Grant Match-Mandatory	2865	127112	4910100	3,765.80		+	
Salaries	2865	127112	5100000		3,525.80	+	
Supplies	2865	127112	5310000		240.00	+	
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**		

Date Posted 10/1/2014

ACCTG DATE 10/1/2014

Budget Revision Approval_____

Date Approved_____

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

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 #46.e.

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
Grant Match Mandatory	2921	451122	4910100	22,000.00		+	
Grant Match-Discretionary	2921	451122	4910200	18,031.96		+	
Salaries	2921	451122	5100000		14,000.00	+	
Group Health Ins.	2921	451122	5151000		3,500.00	+	
Medicare	2921	451122	5152102		240.00	+	
Pension	2921	451122	5153000		2,076.00	+	
'Alternate Plan	2921	451122	5154000		1,800.00	+	
Unemployment	2921	451122	5155000		109.00	+	
Hot Meals	2921	451122	5314104		16,306.96	+	
Shelf Stable Meals	2921	451122	5314106		2,000.00	+	
Congregate Meal Local Match Budget							
Grant Match Mandatory	2921	451132	4910100	25,000.00		+	
Grant Match-Discretionary	2921	451132	4910200	71,510.97		+	
Salaries	2921	451132	5100000		25,125.00	+	
Group Health Ins.	2921	451132	5151000		900.00	+	
Medicare	2921	451132	5152102		365.00	+	
Pension	2921	451132	5153000		90.00	+	
'Alternate Plan	2921	451132	5154000		75.00	+	
OBRA	2921	451132	5154112		240.00	+	
Unemployment	2921	451132	5155000		60.00	+	
Hot Meals	2921	451132	5314104		29,500.00	+	
Frozen Chilled Meals	2921	451132	5314105		35,655.97	+	
Shelf Stable Meals	2921	451132	5314106		4,000.00	+	
Supplies	2921	451132	5310000		500.00	+	
Home Delivered Meal Local Match Budget							
Grant Match Mandatory	2921	451153	4910100	16,000.00			
Grant Match-Discretionary	2921	451153	4910200	657.07			
Salaries	2921	451153	5100000		13,000.00		
Group Health Ins.	2921	451153	5151000		500.00		
Medicare	2921	451153	5152102		140.00		
Pension	2921	451153	5153000		1,477.07		
'Alternate Plan	2921	451153	5154000		1,400.00		
Unemployment	2921	451153	5155000		140.00		
Transportation Local Match Budget							
				153,200.00	153,200.00		

Posted by

Budget Revision Approval_____

Date Approved_____

Date Posted 10/1/2014

ACCTG DATE 10/1/2014

9/29/2013

AGENDA ITEM #46.f.

GALVESTON COUNTY, TEXAS

BUDGET JOURNAL ENTRIES

BUDGET JOURNAL ENTRY #

BUDGET BATCH ID

LONG FORM DESCRIPTION	account number ORG KEY FUND NUMBER	COST CENTER	OBJECT NUMBER	DEBIT	CREDIT	To (+) Fm (-)	Misc
Federal Reimbursements	2892	291130	4303102	38,000.00		-	
Contributions	2892	291130	4300001	9,500.00		-	
Salary	2892	291130	5100000		5,400.00	+	
Medicare	2892	291130	5152102		78.30	+	
Pension	2892	291130	5153000		566.46	+	
Alt Plan	2892	291130	5154000		473.31	+	
Health Ins	2892	291130	5151000		105.47	+	
Unemployment	2892	291130	5155000		26.46	+	
Contract Services	2892	291130	5481000		40,850.00	+	
2014 LEPC Grant Budget and Local Match. Match funded by Emergency Planning Committee							
				47,500.00	**47,500.00**		

Posted by TRS

Date Posted 7/1/2013

ACCTG DATE 7/1/2013

Budget Revision Approval_____

Date Approved_____

D. Yearnd 7/1/2013

9/24/2013

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

COMMISSION
A. CYNTHIA LEON, CHAIR
CARIN MARCY BARTH
ADA BROWN
ALLAN B. POLUNSKY
RANDY WATSON

July 16, 2013

Ms Cynthia Pagan
Galveston County LEPC Grant Manager
722 Moody
Galveston, TX 77550

Dear Ms. Pagan,

The State Emergency Response Commission Planning Committee has met and has allocated GY13/14 Hazardous Material Emergency Preparedness funds for your Local Emergency Planning Committee.

There was considerable competition this year and not all the LEPCs received the allocation they sought. However, we believe that the allocation is fair and will generate the best results possible.

Here are the results for your LEPC:

Committee pays match LEPC

LEPC	Award	Match	Total
Galveston County	$38,000.00	$9,500.00	$47,500.00

Please contact Donald A. Loucks, the Hazardous Material Emergency Preparedness Officer with any questions you may have (512) 424-5985 or donald.loucks@dps.texas.gov.

We appreciate your interest in the HMEP Planning Grant and hope that your participation in this coming year will be rewarding for your community.

Sincerely,

W. Nim Kidd, CEM®
Assistant Director
Texas Department of Public Safety
Chief
Texas Division of Emergency Management

WNK:dal

APPLICATION FORM- Due July 1, 2013 to TDEM
HMEP Application Coversheet for FY 2014 grant year

1. APPLICANT INFORMATION	PLEASE TYPE ALL INFORMATION
a. Legal Name of LEPC county or city: Galveston County LEPC	Geographic area covered/Project Title: Galveston County, Texas
b. Name of Grant Manager: Cynthia Pagan	Address: 722 Moody Galveston, TX 77550
Telephone: 409-770-5355	
Fax: 888-534-5607	e-mail address: cynthia.pagan@co.galveston.tx.us
c. Name of person writing final summary letter: Dena Mahan	Address: 601 2nd St. League City, TX 77573
Telephone: 281-554-1303	
Fax: 281-554-1304	e-mail address: dena.mahan@leaguecity.com
d. Name of person who will administer funds[1]: David Popoff	Address: 1353 FM 646 W. # 201 Dickinson, TX 77539
Telephone: 281-309-5002	
Fax: 888-534-5607	e-mail address: david.popoff@co.galveston.tx.us
e. County or City's Vendor Identification Number: 74-6000908	

2. CERTIFICATION

To the best of my knowledge and belief, all information in this application is true and correct. The document has been duly authorized by the [county judge, mayor, city manager] and a majority vote of the Local Emergency Planning Committee. The County/City of Galveston County will serve as fiscal agent for the project and comply with all contractual obligations if assistance is provided.

NAME OF LEPC CHAIR: Dena Mahan	SIGNATURE Dena Mahan
TELEPHONE: FAX: 281-554-1303	DATE: 7/1/13
NAME OF AUTHORIZED FISCAL AGENT[2]: David Popoff	
TITLE: EMC	SIGNATURE
TELEPHONE: FAX: 281-309-5002	DATE: 7/1/13

1 This cannot be the LEPC Chair or grant manager. Must be a member of the authorized fiscal agent.

2 This is the county or city fiscal agent that will manage of any and all monies awarded under this grant.

Instructions for completing these application forms

Field Name	Description of Information Required
Applicant	The full name of the organization.
Geographic/Project Title	Area covered and brief title of project.
Manager Mailing Address	The address for correspondence and reimbursement checks.
Project Manager, Title, Phone, and e-mail address	The person in the organization who is responsible for the daily implementation of the project.
Certification	Signature of the person in the organization with the ultimate responsibility for the project and who has the legal authority to speak for the applicant.

DESIGNATION STATEMENT

Applicant Galveston County LEPC Date 7/1/13

Project Title Commodity Flow Study

Mailing Address 1353 FM 646 W Suite 201 Dickinson, TX 77539

Project Manager David Popoff Phone 281-309-5002

Title EMC E-Mail Address: david.popoff@co.galveston.tx.us

Financial Officer* Cynthia Pagan Phone 409-770-5355

Title Grants Manager

Total Project Budget: $ $58,150 (100%)

HMEP Share: $ $46,400 (80%)

Local Share: $ $11,750 (20%)

*FINANCIAL OFFICER CANNOT BE THE PROJECT MANAGER

CERTIFICATION

I certify that I have the legal authority to make a commitment to the project on behalf of the applicant and that the project manager indicated above has the responsibility for the daily implementation of the proposed project.

I certify that I am duly authorized to act on behalf of the recipient organization and the recipient agrees with the requirements of the "Offer and Acceptance" clause, and that the award is subject to the applicable provisions of 49 CFR § 110 et seq., 49 CFR Part 18, and of the provisions of TDEM Assistance Agreement Contract.

I certify that the financial manager indicated above has the responsibility for the fiscal management of the grant and has the legal authority to certify all financial status reports, invoices and requests for payments that will be submitted.

I certify that the information in the attach application is true to the best of my knowledge. By submitting this application, I am making a commitment to the proposed project, budget, match share and scope of work (Project Narrative and Work Schedule and Deliverables).

Project Manager (print/signature)	EMC Title	7/1/13 Date

Instructions for completing designation statement

Field Name	Description of Information Required
Applicant	The full name of the organization or person **(Authorized Agent).**
Date	Date of submittal of application package.
Project Title	A brief title of project.
Mailing Address	The address for correspondence and reimbursement checks.
Project Manager, Title, Phone, and e-mail address	The person in the organization who is responsible for the daily implementation of the project. Must sign and complete the Reimbursement Request Form and Quarterly Performance Report.
Financial Officer, Title and Phone	The person responsible for the fiscal management of the grant. This person must certify all financial status reports, invoices, and requests for payment submitted. **The financial officer cannot be the Project Manager and cannot complete Reimbursement Request Forms (no exceptions).**
HMEP Funds Requested	The amount of HMEP funds being requested.
Match Contribution	**A minimum 20% match to the amount of HMEP funds requested. Can be a soft match.**
Certification	Signature of the person in the organization with the ultimate responsibility for the project and who has the legal authority to speak for the applicant.

PROJECT NARRATIVE (must be completely outlined, use additional paper if necessary)

Applicant/ Local Government: Galveston County LEPC

Project Title: Commodity Flow Study

Background and Geographic Area Information

Local Emergency Planning Committees (LEPCs) use information from hazardous materials commodity flow studies (HMCFS) to plan for incident prevention, protection, response, and recovery. The last HMCFS for Galveston County was completed in 2002. Since that time, Galveston County has grown by 20 percent according to U.S. Census data, increasing population exposure to hazardous materials transport.

Galveston County is located south of Houston and is part of the Houston-Galveston metropolitan area. The population served by the LEPC is approximately 300,000, and the total land area served by the LEPC is approximately 400 square miles (area covered by water is another 475 square miles). Communities include the cities of Bayou Vista, Clear Lake Shores, Dickinson, Friendswood, Galveston, Hitchcock, Jamaica Beach, Kemah, La Marque, League City, Santa Fe, Texas City and the Village of Tiki Island. Galveston County has extremely heavy truck traffic along I-45 through the county. Other truck traffic corridors include Texas Highway 146, Texas Highway 3, Texas Highway 6, Texas Highway 275 (at Broadway/51st on Galveston Island), and FM 1764. Two Class I railroads, BNSF and Union Pacific Railroad, traverse the study area. Galveston County also has numerous pipelines that flow to and from the hundreds of industrial facilities in Galveston County, along the Houston Ship Channel, and Brazoria County.

Major Project Objectives

- Identify and map major road, rail, and pipeline hazardous materials corridors
- Identify the number of hazardous materials trucks, railcars, and pipelines surveyed for the study period
- Determine primary hazard classes transported through the county
- Determine peak transportation days and times
- Identify truck, railcar, and pipeline types used for hazardous materials transport
- Provide guidance to emergency responders and managers relative to hazardous materials present in the county
- Identify potential chemical "targets of opportunity" that could be readily weaponized and utilized as chemical weapons
- Assess the potential impact of hazardous commodity releases, should they occur, along studied routes (to be completed by Galveston County staff and LEPC members after the report is complete)

A HMCFS provides a fact basis for many different emergency and community planning applications. LEPCs can use information obtained by the study to help raise awareness of the public and elected officials about hazmat risks, identify training and exercise scenarios, plan for protective actions (shelter-in-place, evacuation, etc.), evaluate equipment and supply needs, conduct hazard and vulnerability assessments, and designate hazardous materials transportation routes. Results from the study can also be used in the development of a Threat and Hazard Identification and Risk Assessment (THIRA) for the county. The study results will be made available to county stakeholders including local jurisdictions' fire, police, and EMS departments, school districts, the Galveston County Health District, hospitals, and others that may benefit from the information.

Tasks and Major Milestones

On following page

WORK SCHEDULE AND DELIVERABLES

Applicant Galveston County LEPC

Project Title Commodity Flow Study

Project Activities, Tasks, And Deliverables	MONTHLY PROGRESS SCHEDULE											
	1	2	3	4	5	6	7	8	9	10	11	12
1. Briefing and kickoff meeting	X	X										
2. Site reconnaissance		X										
3. Train data collectors		X	X	X								
3A. Quarterly progress report			X									
4. Collect data			X	X	X	X	X	X				
5. Process and analyze data					X	X	X	X	X	X		
5A. Quarterly progress report						X						
6. Document results									X	X	X	
6A. Quarterly progress report									X			
7. Present results												X
7A. Closeout and quarterly progress report												X

BUDGET SHEET (must be fully completed)

Applicant (local government) Galveston County LEPC

Project Title Commodity Flow Study

	HMEP SHARE	MATCH SHARE	TOTAL COSTS
PERSONNEL SERVICES			
Salaries and Wages		$8,150	$8,150
OPERATING EXPENSES			
Travel			
Office Supplies			
Facility Rental			
Communications			
Printing			
Postage			
Other Direct Expenses			
SUBTOTAL		$8,150	$8,150
PROFESSIONAL SERVICES			
Professional/Consultant	$47,000	$3,600	$50,600
TOTAL COSTS	$47,000	$11,750	$58,150

Note: No Overtime or Call Backs
No Equipment Purchases
No Software with the exception of CAMEO.

Instruction for completing the budget sheet

Field Name	Description of Information Required
Applicant	The full name of the organization or person.
Project Title	A brief title of project.
Personnel Services	Included in personnel services are the salaries and wages for wage-earning personnel employed by the applicant, who will be working on the project. These types of costs for a third party are to be indicated under Professional Consultant Services. Grant recipients are required to keep up to date time charge records for the project for the duration of the grant.
Salaries and Wages	Includes the salaries and wages calculated by multiplying the number of person-time-periods (months, day, hours) for each applicant employee (whether permanent, seasonal, temporary, etc.) by the appropriate monthly salary, or daily or hourly wage. For example, a typist needed at 33 percent participation (or one third time) for six months will work for two person months. If the typist earns a salary of $800 per month, the total salary added to the project is: 2 months x $800 per month = $1600. **No funds may be used to pay overtime.**
Operating Expenses	These include any charges and travel costs necessary for the completion of the project, plus any other operational costs. The grant recipient will be required to keep an up to date inventory of all operation expenses associated with the proposed project. The operating expenses line items require brief written justifications describing the need for these items, how the dollar amounts were derived and how the items will be used for the project.
Travel	Includes the cost of transportation, subsistence, and other associated costs incurred by applicant personnel that are directly related to the project. (Note: All non-governmental organized work shall be submitted under Professional Services).
Office Supplies	Includes all supplies generally attributed to an office, which are necessary for the completion of the project.
Facility Rental	Includes all bids and invoices for facility rental expenses, which are necessary for the completion of the project. **No food charges are to be included with facility rental bids or charges.**
Communication	Includes all telephone, fax, etc. charges necessary for the completion of the project. A breakdown must be provided to justify the relation of these charges to the project.
Printing	Includes all printing and reproduction charges, developed as a result of the project. Direct and indirect costs of printing and reproduction of printed materials shall be included, but must be relevant to the project.
Postage	Includes all types of postage necessary for the completion of the project.
Other Direct Expenses	Includes all costs not specially mentioned above. These costs must not be duplicated in other budget items. **No funds may be used for the purchase of Equipment, no exceptions.**

Professional Services	These expenses include the total costs for any subcontractors needed by the applicant to undertake the activities specified in the Scope of Work. These costs must be itemized showing travel, equipment, general operating expenses, salaries, and other costs. **The applicant will assume full responsibility for the actual subcontracting process, liability, and responsibility for completion of the project as described in the Scope of Work. (Note: All non-government organized work shall be submitted under Professional Services) no exceptions.**
Match Share	Match share is the dollar amount to be provided by the applicant during the term of the grant. When estimating costs, the applicant must indicate the total cost for the project, and then subtract the amount eligible for grant funding. **The amount left over is the required 20% Match Share.** The Match Share must be actual cost to the grant recipient of matching services. Each budget subtotal line item shall show actual dollars spent for the calculated dollar value for the matching services as the Match Share contribution from the grant recipient. The Match Share may be contributed in any or all of the budget line item categories. For example, $400 worth of personnel services, or a combination of $200 of personnel services plus $200 of operating expenses, or a different distribution that totals $400 would be equally acceptable.

Texas Division of Emergency Management
Department of Public Safety

Grant Assurances for the Hazardous Materials Emergency Preparedness Grant

Name of Applicant: Galveston County LEPC

Address: 1353 FM 646 West Suite 201

City: Dickinson State: TX Zip Code: 77539

Telephone Number: (281) 281-309-5002 Fax Number: (888) 534-5607

E-Mail Address: david.popoff@co.galveston.tx.us Cell Phone: 832 340-0298

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for federal assistance, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the Hazardous Materials Emergency Preparedness Grant.

2. Will assure that grant funds are only used for allowable, fair, and reasonable costs.

3. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.

4. Will provide progress reports and such other information as may be required by the awarding agency.

5. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

6. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business or other ties.

7. Will comply, if applicable, 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 residence structures.

8. Will comply with all federal statues relating to nondiscrimination. These include but are not limited to:

   a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin;
   b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
   c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps;
   d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age;
   e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse;
   f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
   g. §§ 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. Title 49, Code of Federal Regulations, Parts 21 and 27;
   j. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and
   k. The requirements on any other nondiscrimination statute(s), which may apply to the application.

9. Will comply, if applicable, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides 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 interested in real property acquired for project purposes regardless of federal participation in purchases.

10. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply, if applicable, 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 (Clean Air) Implementation Plans under Section 176(c) of the Clean 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).

12. Will comply, if applicable, 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.

13. Will assist the awarding agency in assuring compliance, if applicable, with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq).

14. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

15. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

16. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

17. Will comply, if applicable, 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.

18. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction sub agreements.

19. Will not make any award or permit any award (sub grant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

20. Agrees that:
    a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
    b. If any other funds than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
    c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including sub grants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
    d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

21. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-federal funds.

22. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-87, a-102, and A-133, Title 49, Code of Federal Regulations, and any other Federal laws or regulations that are applicable to this grant.

23. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Project Manager: _____

Printed Name Project Manager: David Popoff

Title: EMC Date: 7/1/13

AGENDA ITEM #47.a.1.

September 27, 2013

Mr. Rufus G. Crowder, CPPB
Purchasing Agent
Galveston County Purchasing Department
722 Moody Avenue 21st Street
Galveston, Texas 77550

Sent Via Email: rufus.crowder@co.galveston.tx.us with Originals to follow

Dear Mr. Crowder:

Per our conversation on Thursday September 19, 2013, I am writing to confirm ABL Management, Inc.'s desire to extend the Food Service Agreement at the Galveston County Sheriff's Office.

Unfortunately, the increase in wholesale food costs necessitates ABL Management, Inc. to request a 2% rate increase as provided for in our Agreement.

INMATE POPULATION	PRICE PER MEAL
951-1000	$.9070
1001-1050	$.8926
1051-1100	$.8877
1101-1150	$.8793
1151-1200	$.8716
1201-Plus	$.8643

The rates for this sliding scale go into effect October 1st, 2013.

Please sign and date in the space on Page 2 and return a signed original for our files.

♦ P.O. Box 40486 ♦ Baton Rouge, LA 70835-0486 ♦
♦ Phone: (225) 272-6063 ♦ Fax: (225) 273-2165 ♦
♦ www.ablmanagement.com ♦
♦ RoshonCody@ablmanagement.com ♦

We thank you for your continued confidence in ABL Management, Inc. and look forward to exceeding your expectations of a successful food service operation at the Galveston County Sheriff's Office. If you have any questions, please do not hesitate to call 800-375-1293.

Sincerely,

Mr. Roshon S. Cody
Vice President

RSC: sda

Enclosures

c: Sheriff Henry Trochesset
Chief Mary Johnson, Director of Corrections
Mr. John D. Appleton, Chairman, President and CEO
Mr. Roshon S. Cody, Vice President
Mr. Mike Craft, Director of Operations Central Region
Unit 190 / Agreement File / Receivables

APPROVED BY:

The Honorable Mark A. Henry Date
Galveston, TX - County Judge

AGENDA ITEM #47.b.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 25, 2013

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

Re: RFP #B102014, Food Service for Galveston County Jail

Gentlemen,

ABL Management, Inc., has requested that the current contract with Galveston County be amended to reflect a price increase of 3.5% per meal as specified in RFP #B102014, Food Service for Galveston County Jail (see attachment page 29 – 31, Funding, Pricing, Billing and Payment section of the RFP). The requested increases are claimed to be the direct result of the rising costs associated with wholesale food products.

The current contract was awarded by the Commissioners' Court on October 1, 2010 and is in the third year of a three year term. The increase has been tentatively approved by Commissioners' Court for the Sheriff's Office.

This will be the third request for amendment regarding this contract. A copy of the request letter is attached for your review.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

Attachments

September 23, 2013

Mr. Rufus G. Crowder, CPPB
Purchasing Agent
Galveston County Purchasing Department
722 Moody Avenue 21st Street
Galveston, Texas 77550

Sent Via Email: rufus.crowder@co.galveston.tx.us with Originals to follow

Dear Mr. Crowder:

Per our conversation on Thursday September 19, 2013, I am writing to confirm ABL Management, Inc.'s desire to extend the Food Service Agreement at the Galveston County Sheriff's Office.

Unfortunately, the increase in wholesale food costs necessitates ABL Management, Inc. to request a 3.5% rate increase as provided for in our Agreement.

INMATE POPULATION	PRICE PER MEAL
951-1000	$.9203
1001-1050	$.9057
1051-1100	$.9008
1101-1150	$.8923
1151-1200	$.8844
1201-Plus	$.8771

The rates for this sliding scale go into effect October 1st, 2013.

Please sign and date in the space on Page 2 and return a signed original for our files.

♦ P.O. Box 40486 ♦ Baton Rouge, LA 70835-0486 ♦
♦ Phone: (225) 272-6063 ♦ Fax: (225) 273-2165 ♦
♦ www.ablmanagement.com ♦
♦ RoshonCody@ablmanagement.com ♦

We thank you for your continued confidence in ABL Management, Inc. and look forward to exceeding your expectations of a successful food service operation at the Galveston County Sheriff's Office. If you have any questions, please do not hesitate to call 800-375-1293.

Sincerely,

Mr. Roshon S. Cody
Vice President

RSC: sda

Enclosures

c: Sheriff Henry Trochesset
Chief Mary Johnson, Director of Corrections
Mr. John D. Appleton, Chairman, President and CEO
Mr. Roshon S. Cody, Vice President
Mr. Mike Craft, Director of Operations Central Region
Unit 190 / Agreement File / Receivables

APPROVED BY:

The Honorable Mark A. Henry Date
County Judge

SPECIAL PROVISIONS
FOOD SERVICES FOR GALVESTON COUNTY JAIL
GALVESTON COUNTY, TEXAS

A detailed plan should be submitted with the proposal that addresses at a minimum how the following issues will be handled and transferred:

1) Recruitment of current and new staff including the Food Service Manager.
2) Equipment and inventory.
3) Orientation of new staff.
4) Time tables for completion of transition.
5) A list of personnel assigned to supervise and monitor the transition.

B. Future Transitions

The service provider recognizes that the services under this contract are vital to Galveston County and must be continued without interruption and that, upon contract expiration, or early termination, another contractor may continue them. The service provider agrees to one (1) furnish phase-in training, and two (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

The service provider shall, upon written notice, negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a date for work described in the plan, and shall be subject to the Galveston County Sheriff's approval. The service provider shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

The service provider shall allow as many personnel as practical to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The service provider shall also disclose necessary personnel records and allow the successor to conduct on site interviews with these employees. If selected employees are agreeable to the change, the service provider shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

VIII. FUNDING, PRICING, BILLING AND PAYMENT

A. Funding

County funds for payment on any contracts awarded have been provided through the Galveston County budget approved by County Commissioners for this fiscal year only. State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of Galveston County to be included in each proposed budget within the foreseeable future. Galveston County Commissioners expect this to be an integral part of future budgets to be approved during the period of this contract, except for unanticipated needs or events which may prevent such payments against this contract. However, Galveston County cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available. The Fiscal year for Galveston County extends from October 1 through

SPECIAL PROVISIONS
FOOD SERVICES FOR GALVESTON COUNTY JAIL
GALVESTON COUNTY, TEXAS

September 30. The Galveston County Commissioners' Court unconditionally reserves, to itself upon thirty (30) days prior notice to service provider, the right to terminate this contract at the end of each-budget period notwithstanding the actual anticipated term of the contract.

B. Pricing

1. Pricing will be on a unit basis as shown on the proposal sheet. The net price will be delivered to Galveston County, including all freight or shipping charges. All prices must be written in ink or typewritten. If service provider contemplates any additional costs of any kind, other than those submitted, service provider MUST clearly indicate on the proposal sheet(s) any such costs contemplated or forfeit the right to payment for same. All prices submitted in a properly signed proposal will constitute firm offers held open through time of award by the Commissioners' Court.

2. The prices stated on the price sheet of this contract are firm for the first twelve months of service. Unit prices for the subsequent base year including annual renewal options shall be re-determined each twelve months at the beginning of each period. Unit prices per meal may increase or decrease, and shall remain firm for the entire redetermination period.

3. Prices shall be re-determined each July, to be effective the 1st day of October based upon the Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, Food Away From Home Index, published by U.S. Department of Labor.

4. Any increase in the established unit price shall not exceed 5% from year to year.

5. Each redetermination of prices shall be established through issuance of a modification to this contract, signed by the Contractor and County stating the re-determined prices that will apply during the redetermination period.

C. Reports / Billing and Payment

The service provider shall prepare and forward weekly certified statements to the Chief Deputy and Chief Jailer at the Galveston County Sheriff's Department. The statement will reflect the preceding weeks food services detailing the exact number of meals served on a daily basis as follows:

1. Actual number of Adult Inmate meals
2. Actual number of Staff member meals
3. Actual number of approved visitor meals
4. Any additional food or beverage services required

In addition, the service provider shall submit a comprehensive monthly invoice to the Chief Deputy and the Chief Jailer at the Galveston County Sheriff's office for the jail inmates. After verification and approval, invoice will be forwarded to:

SPECIAL PROVISIONS
FOOD SERVICES FOR GALVESTON COUNTY JAIL
GALVESTON COUNTY, TEXAS

Galveston County Auditor's Office
P.0. Box 1418
Galveston, TX 77553

All payments must have prior approval by the County Auditor and the Commissioners' Court before payments can be made. Payment will be made within thirty (30) workdays after receipt of a proper invoice by the authority listed above.

Neither signed receipt nor payments shall be construed as an acceptance of any effective work, improper material(s), or release for any claim for damage.

All County purchases are subject to the County Purchasing Act (Texas Local Government Code #262.021 et. seq.) unless specifically exempted therein. Other statutes may effect service provider's rights and obligations. Service Providers are urged to consult with their attorney before entering into this or any contract.

Any successful service provider shall not deliver products or services in excess of those authorized and under no circumstances will Galveston County be liable for products or services or costs which exceed the amounts specified in this RFP and the required purchase order(s).

IX. CONTRACT TERM

A. General Provisions

This is an estimated requirements contract and therefore the successful contractor will be paid only to the extent of actual meals served and as called for by the Chief Deputy of Galveston County or his authorized representative. This contract shall be for a three-year (3) period unless terminated or extended as provided herein.

B. Option to Renew

Both parties hereto agree to renew this contract on an annual basis for a maximum period of two (2) additional one (1) year periods. Such option to renew shall be exercised in writing solely at the discretion of Galveston County, subject to any price redetermination provisions, if any, outlined elsewhere in this contract, and further, only if all terms and conditions except those affecting price as re-determined by price redetermination provisions remain unchanged. Each option shall be exercised through the issuance of a supplemental agreement extending the contract period, to be issued not sooner than ninety (90) days prior to expiration of this contract, nor later than the final day of the contract period. Each option to renew may cover not more than one (1) year period.

C. Maximum Combined Period

The combined maximum contract period shall not exceed five (5) years.

D. Termination for Default

Galveston County may cancel any contract awarded upon thirty (30) days prior written notice. Notice shall be sent by certified mail, return receipt requested.

AGENDA ITEM #48.a.

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY JAIL SERVICES
BETWEEN GALVESTON COUNTY AND FORT BEND COUNTY

This agreement is entered into by and between Fort Bend County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "Fort Bend," and Galveston County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "Galveston."

WITNESSETH

WHEREAS, TEXAS GOVERNMENT CODE, Chapter 791, authorize a local government of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, Fort Bend and Galveston are local governments as defined in the TEXAS GOVERNMENT CODE, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law;

WHEREAS, Galveston seeks to secure emergency housing during periods of public emergency in which evacuation of Galveston Island is recommended or mandated by the State, County or City of Galveston Offices of Emergency Management;

WHEREAS, Fort Bend can provide services and the facilities for detention of Galveston inmates that meet the requirement of the Texas Commission on Jail Standards and other applicable Texas State and federal law as applicable to prison facilities; and

WHEREAS, Fort Bend and Galveston specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party.

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

ARTICLE ONE

TERM AND TERMINATION

1.01 This Agreement shall commence upon execution by Fort Bend and shall be effective through December 31, 2013.

1.02 This Agreement may be renewed for annual, one year terms beginning January 1, 2014 upon mutual written agreement of the parties. In the event the parties seek to renew this

Agreement at the end of any term, the per diem rate for detention services shall be negotiated by the parties. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed in writing between the parties and subject to the approval of the governing body of each party.

1.03 Except as provided in Article 1.05, this Agreement may be terminated without cause prior to the expiration of the term herein at the option of either Fort Bend or Galveston upon the giving of thirty (30) days written notice to the other party in the manner and form provided for herein. The termination of the Agreement shall be effective upon the last day of the month in which the expiration of the thirty (30) day period occurs.

1.04 Fort Bend agrees to not exercise termination under Article 1.03 during the period beginning August 1 through November 1, unless Galveston has executed a contract for the emergency housing of its inmates with another county or entity. However, Fort Bend may immediately terminate the Agreement if it is determined that Galveston has breached any requirement of this Agreement.

1.05 This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by Fort Bend impracticable or impossible, such as severe damage or destruction of Fort Bend's facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any Galveston's inmates.

ARTICLE TWO

SERVICES PROVIDED BY FORT BEND

2.01 Fort Bend has no obligation to provide services until notified by Galveston that emergency detention services are needed in accordance with Article 3.02.

2.02 Fort Bend shall provide housing and food to Galveston inmates and Galveston Jail staff to the maximum capacity allowed by the Texas Commission on Jail Standards at the Fort Bend County Jail located at 1410 Ransom Rd. Richmond, TX. 77469.

2.03 Fort Bend shall make reasonable efforts to allow Galveston inmates to be housed in accordance with classification criteria utilized by Galveston.

2.04 Fort Bend County shall record the time of arrival and departure of each Galveston inmate and staff housed in Fort Bend pursuant to this agreement.

ARTICLE THREE

SERVICES PROVIDED BY GALVESTON

3.01 The decision to evacuate inmates from the Galveston Jail shall be made at the sole discretion of Galveston's Sheriff.

3.02 The Galveston Sheriff shall provide notification that emergency detention services are needed to the Fort Bend Sheriff at least twelve hours before transporting inmates to the Fort Bend jail.

3.03 The Galveston Sheriff shall also notify the Director of Texas Commission on Jail Standards that inmates are being evacuated to the Fort Bend Jail.

3.04 Galveston jail staff shall accompany Galveston's inmates to the Fort Bend Jail—including clerical, personnel, food service staff, medical staff, nursing staff, correctional officers, and deputies.

3.05 All supplies, personnel and inmates to be housed in Fort Bend during such evacuation period shall be transported by Galveston Sheriff's Office; Fort Bend shall have no obligation whatsoever for the provision of such transportation.

3.06 Galveston is responsible for all supplies used by Galveston during the pendency of the evacuation, including: bedding, clothing, medical supplies, and any other goods necessary for the maintenance of the good health and well being of the inmates.

3.07 Galveston staff shall be solely responsible for the custody and guarding of its own inmates within the facilities of the Fort Bend jail; Fort Bend will maintain its own personnel to operate controls and communication within the jail at all times and shall assist Galveston staff as needed to familiarize them with the methods of operation and protocol of the Fort Bend jail.

3.08 Galveston shall cooperate with Fort Bend to create a meal schedule to ensure all inmates are fed on a regular schedule.

3.09 Galveston medical staff shall provide routine medical services required by Galveston inmates within the Fort Bend jail utilizing supplies and equipment provided by Galveston. Galveston may utilize the Fort Bend medical services vendor provided that Galveston gives Fort Bend advance, written documentation that the vendor agrees to bill Galveston directly for the cost of services.

3.10 In the event that a Galveston inmate must be segregated and placed on suicide watch, the inmate will be placed in the medical unit utilized by Fort Bend for such watches, and a Galveston staff member shall maintain the watch over such inmate.

ARTICLE IV
FINANCIAL PROVISIONS

4.01 Both Fort Bend and Galveston acknowledge and agree that Fort Bend shall recover any and all costs imposed on Fort Bend as a result of this Agreement and that cost recovery is a material inducement for Fort Bend agreeing to provide services pursuant to this Agreement.

4.02 Galveston shall pay Fort Bend as indicated:

A. The per diem rate for detention services under this agreement is $20.00 (Twenty Dollars and 00/100). This rate covers one inmate per day. A portion of any day shall count as a day under this agreement.

B. The per diem rate to house and feed Galveston staff under this agreement is $5.00 (Five Dollars and 00/100). This rate covers one staff member per day. A portion of any day shall count as a day under this agreement.

C. In the event that Fort Bend incurs any additional cost as a result of services provided to Galveston but not addressed herein, Fort Bend shall invoice Galveston for the cost which shall include sufficient detail to distinguish the additional cost from the specified per diem rates.

4.03 Upon departure of the last Galveston inmate from the Fort Bend jail and without reasonable delay, Fort Bend shall invoice Galveston for services provided and cost incurred. Such invoice

shall include a list of each of the inmates and staff housed, as well as the number of calendar days per inmate and staff.

4.04 Invoices shall be submitted to the officer designated to receive the same on behalf of Galveston. Galveston shall make payment to Fort Bend within thirty (30) calendar days after receipt of the invoice. Payment shall be in the name of Fort Bend County, Texas and shall be remitted to:

Fort Bend County Treasurer
301 Jackson, Suite 514
Richmond, Texas 77469

4.05 Amounts not timely paid in accordance with the above procedure may bear interest at the lesser of the annual percentage rate of ten percent (10%) per annum, or the maximum legal rate applicable thereto, which shall be a contractual obligation of Galveston under this Agreement. Galveston further agrees that Fort Bend shall be entitled to recover its reasonable and necessary attorneys fees and costs incurred in collection of amounts due under this Agreement.

ARTICLE V
MISCELLANEOUS

5.01 TO THE EXTENT ALLOWED BY LAW, GALVESTON AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND FORT BEND, ITS OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES (WHETHER 1ST PARTY OR 3RD PARTY) AND RELATED COSTS, FOR PERSONAL INJURY DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PERFORMANCE OF GALVESTON'S RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS IS CAUSED BY GALVESTON'S SOLE NEGLIGENCE OR ITS SOLE INTENTIONAL ACT OR OMISSION OR WHERE SUCH PERSONAL INJURY , DEATH, OR PROPERTY DAMAGE, DESTRUCTION, OR LOSS IS CAUSED BY THE JOINT NEGLIGENCE OF GALVESTON AND ANY OTHER PERSON, OR ENTITY OR THE JOINT INTENTIONAL ACT OR OMISSION OF GALVESTON AND OTHER PERSON OR ENTITY.

5.02 BINDING NATURE OF AGREEMENT: This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.

5.03 DESIGNATION OF AGENT: Each county designates their respective sheriff as their agent for the receipt of all notices and communications required under this agreement.

5.04 NOTICE: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following addresses:

To Fort Bend: Fort Bend County
Robert Hebert, County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

Copy to: Troy Nehls, Fort Bend County Sheriff
1410 Williams Way Blvd
Richmond, Texas 77469

To Galveston: Galveston County
Mark Henry, County Judge
722 Moody, 2nd Floor
Galveston, Texas 77550

Copy to: Henry Trochesset, Galveston County Sheriff
601 54th Street
Galveston, Texas 77551

5.05 This agreement is executed by each County acting through its Commissioners Court, with the Sheriff of each County joining as a signatory to show his assent to the agreement. Multiple signature pages are utilized in this agreement.

[Remainder left blank]

[execution page follows]

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below.

GALVESTON COUNTY

Approved:

_____
Mark Henry, County Judge

_____
Henry Trochesset,, Sheriff

Date: _____

Date: _____

ATTEST:

_____
Dwight Sullivan, County Clerk

FORT BEND COUNTY

Approved:

_____
Robert E. Hebert, County Judge

_____
Troy Nehls, Sheriff

Date: _____

Date: _____

ATTEST:

_____
Dianne Wilson, County Clerk

W:\WP\DEPTS\SHERIFF\CONTRACT\Galveston-Fort Bend emergency inmate housing agreement-2013-final 09-25-2013.docx

AGENDA ITEM #48.b.

Analyst Agreement

Thus Agreement is between the County of Galveston and the United States Drug Enforcement Administration (DEA) acting on behalf of their various law enforcement agencies ("Participating Law Enforcement Agencies") and Tanya E. Ramirez ("Analyst"). Its purpose is for the Analyst to provide drug enforcement analyst services as detailed in this Agreement.

Need for Agreement

The Participating Law Enforcement Agencies recognize there is evidence that trafficking in narcotics and dangerous drugs exist in Galveston County, Texas and that such activity has a substantial and detrimental effect on the health and general welfare of its citizens. They also recognize the importance of a centralized area to solicit, collect, review, assess, and interpret proper agencies for the investigative function. The services of an analyst are important to establishing the flow of intelligence information in a multi-jurisdictional task force.

Professional Expertise

Analyst represents that she possesses the ability to provide tactical, investigative/case support and strategic analysis in support of the Participating Law Enforcement Agencies' drug enforcement missions and has provided general similar services for other entities for a number of years.

Scope of Services

Analyst agrees to:

1. Provide tactical, investigative/case support, and/or strategic analysis in support of Participating Law Enforcement agencies' (Other Law Enforcement Agencies) mission.

2. Collect, review, assess, and interprets data from multiple sources to enhance depth and scope of competence in analytical areas of responsibility.

3. Search/identify links among intelligence information to determine level or network of criminal activity in investigations, to identify strategic trends, and/or to broaden intelligence base.

4. Synthesize, document, disseminate evaluated intelligence in support of Participating Law Enforcement Agencies and/or multi-agency or Other Law

Enforcement Agencies' investigations, strategic projects, and/or predictive intelligence requirements.

5. Prepare written products in support of the Participating Law Enforcement Agencies' mission that are clear, concise, logical, well organized, appropriate in scope, and timely; uses correct format, grammar, and punctuation.

6. Prepare and conduct briefings that are thorough and appropriate to the target audience.

7. Establish and maintain liaison with Participating Law Enforcement Agencies, Other Law Enforcement Agencies and other participating agencies, and outside agency counterparts to facilitate the communication of intelligence information.

8. Participate in or represent Intelligence in Participating Law Enforcement Agencies, Other Law Enforcement Agencies and other participating agencies and other multi-agency venues, including investigations, briefings, meetings, conferences, panels, and/or committees.

9. Research, collect and analyze data from a variety of sources to evaluate its reliability, validity, and relevancy.

10. Identify intelligence gaps and search for and/or develop alternative information resources.

11. Independently identify and resolve routine problems in area of responsibility.

12. Collaborate with and/or advise management in developing, prioritizing, and executing analytical areas of responsibility.

13. Inform DEA's Galveston Resident Office Task Force Resident Agent in Charge (RAC) of project status, problems, and significant developments.

14. Collaborate with others or work on teams to accomplish work-related activities or resolve problems.

15. Assist in organizing and prioritizing work logically and efficiently to ensure work products meet Participating Law Enforcement Agencies' expectations and established deadlines.

16. Distribute monthly activity reports to Participating Law Enforcement Agencies as well as Other Law Enforcement Agencies in Galveston County.

17. Conduct quarterly meetings with administrators of Participating Law Enforcement Agencies and Other Law Enforcement Agencies.

Standard of Care and Warranty

Analyst agrees that her services will be performed with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and circumstances.

Length of Contract and Termination Options

This Agreement shall begin on October 01, 2013, and shall continue through September 30, 2014. It is unknown at this time whether this Agreement will be renewed.

The Participating Law Enforcement Agencies may terminate this Agreement, at any time with or without cause, by giving Analyst 15 days prior written notice. Analyst may terminate this Agreement, with or without cause, by giving the Participating Law Enforcement Agencies 15 days prior written notice. Upon termination of this Agreement by Analyst, she will return to the RAC in good order all documents, other instruments relating to any project in which she is involved.

Compensation

The compensation for Analyst's services under this Agreement shall be at the rate of $3,750 per month.

Invoices for services rendered are to be submitted to the RAC on a monthly basis. Each invoice shall include the dates of service and a brief description of services provided and the total amount owing. Upon receipt of the completed invoice, the RAC will forward it to Galveston County for processing and payment. Payment will be sent to the address indicated below. Galveston County will also issue the 1099 Forms to Analyst.

Reimbursement of Expenses

Only Analyst fully documented and related travel expenses shall be reimbursed. There shall be no reimbursement of for any other out-of-pocket expenses.

Documentation of related travel expenses are to be submitted to the RAC on a monthly basis. Each request for reimbursement shall include dates, a brief description of the travel expense, and relevant receipts. Upon receipt of the completed request, the RAC will forward it to the appropriate personnel for payment.

Funding

Funding for this Agreement is as follows:

1) DEA	$27,050
2) Galveston County	$ 5,400
3) City of Galveston	$ 5,400
4) City of League City	$ 5,400
5) Brazoria County	$ 5,400
	$48,650

Should any portion of this funding not be forthcoming upon request by Galveston County this Agreement will be terminated.

The $3,650 in excess of the monies to be paid the Analyst will be used for incidental expenses incurred by the Participating Law Enforcement Agencies by virtue of the Agreement.

Independent Relationship

None of the provisions of this Agreement are intended to create, nor shall they be deemed to create, any relationship between the Participating Law Enforcement Agencies and the Analyst other than that of independent entities contraction with each other hereunder solely for the purpose of affecting the provisions of this agreement. In the performance of the work, duties and obligations of Analyst under this agreement, it is mutually understood and agreed that Analyst is at all times acting and performing as an independent contractor with complete control over her employees, if any, as well as over the means, manner, and method by which her services are rendered. Participating Law Enforcement Agencies shall not exercise control over Analyst except insofar as may be necessary to ensure performance and compliance with this Agreement.

Except for reimbursement of fully documented travel expenses, Analyst shall be solely responsible for paying her own out-of-pocket expenses she incurs in providing her services. Analyst shall also maintain such liability insurance that she desires at her own expense, in addition to such workers' compensation insurance as may be required by law.

The DEA will furnish Analyst with an office, telephone, computer, and photocopier. County will furnish no other supplies, equipment, or personnel to Analyst.

Analyst further agrees and acknowledges that, as an independent contractor, she is not eligible for, nor will she be permitted to participate in, any employee benefit plans which are normally accorded to currently employed employees of any Participating Law Enforcement Agency including vacation and sick leave, retirement plans, disability programs, medical plans, employee raises and workers' compensation.

Indemnification

Analyst shall indemnify and hold the Participating Law Enforcement Agencies harmless from and against any claim asserted by any person or entity other than an officer, director, employee or agent of Participating Law Enforcement Agencies arising out of Analyst's negligent acts, errors, or omissions.

Liability Limitation

Analyst's liability to Galveston county for any loss or damage, including, but not limited to , special and consequential damages arising out of or in connection with this Agreement from any cause, including Analyst's professional negligence, errors, or omissions shall not exceed the sum of $7,500.

Disputed Matters

The parties will submit disputed matters that arise under this Agreement to mediation. The parties will jointly share the expenses of the mediation.

Executed on the dates set forth below, to be effective as of the date set forth above

Participating Law Enforcement Agencies

County of Galveston County

Mark Henry **Date**
County Judge

Attest:

Dwight D. Sullivan **Date**
County Clerk

9-13-13
Tanya E. Ramirez **Date**
Drug Analyst

Drug Enforcement Administration

Javier F. Peña, **Date**
Special Agent in Charge

AGENDA ITEM #49.a.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 27, 2013

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty and Interest
Barbara Tyler Henkel
5870-0011-0001-000

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 due to the customer putting the incorrect address on the envelope which was P O Box 1169, Houston, TX 77533 with a June 28th postmark nevertheless the certified mail was returned to the customer marked "undeliverable".

Account	Year	Amount of Waiver/Refund
5870-0011-0001-000	2012	$ 1264.40

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Lee H. Henkel III and Barbara Tyler Henkel
2052 Swift Boulevard
Houston, Texas 77030
(713) 527-8128

UNITED STATES POSTAL SERVICE

1000

77533

U.S. POSTAGE
PAID
HOUSTON, TX
77098
JUN 28, '13
AMOUNT
$3.56
00047527-07

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL™

Galveston County Tax Office
Tax Assessor Collector
P.O.Box 1169
Houston, Texas 77533-1169

NIXIE 773 7E 1 7207/06/13
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

77293$1697 .800
77030$1214

BC: 77030121452 *0933-11647-28-43

enkel III, Attorney at Law 12303

Galveston County Tax Office 6/26/2013
Tax:Property 9,880.02

Amegy Bank 5870-0011-0001-000 9,880.02

Lee H. Henkel III, Attorney at Law 12303

Galveston County Tax Office 6/26/2013
Tax:Property 9,880.02

I will deliver the sealed envelope to your office if desired. It can then be opened to verify that a check for the amount due was enclosed.

Amegy Bank 5870-0011-0001-000 9,880.02

7011 2000 0002 3757 5639

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

DAISETTA TX 77533

OFFICIAL USE

Postage	$	$0.46	0064
Certified Fee		$3.10	07
Return Receipt Fee (Endorsement Required)		$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)		$0.00	
Total Postage & Fees	$	$3.56	06/28/2013

GREENBRIAR STATION
JUN 28 2013
HOUSTON, TX 77098

Sent To: Galveston Tax Assessor
Street, Apt. No.; or PO Box No.: P.O. Box 1169
City, State, ZIP+4: Houston Tx 77553-1169

PS Form 3800, August 2006 — See Reverse for Instructions

12303

6/26/2013

9,880.02

@@ Certified $3.10
Label #: 70112000000237575639
========
Issue PVI: $3.56

9,880.02

12303

6/26/2013

Coil/100 1 $46.00 $46.00
(Forever)
Four Flags
PSA
==========
Total: $49.56

9,880.02

Paid by:
MEX $49.56
Account #: XXXXXXXXXXXX1037
Approval #: 543771
Transaction #: 307
9031404321424745651

tracking or inquiries go to
om or call 1-800-222-1811.

9,880.02

urry? Self-service kiosks
quick and easy check-out. Any
Associate can show you how.

005461

stamps at usps.com/shop or

BARBARA TYLER HENKEL
2052 SWIFT BOULEVARD
HOUSTON, TEXAS 77030

RECEIVED
JUL 10 2013
GALVESTON COUNTY JUDGE

July 8, 2013

Commissioners' Court
722 Moody
Galveston, Texas 77550

Re: Property Tax Account 5870-0011-0001-000

Dear Commissioners,

I live in Houston and own a home with my husband, Lee, at 13203 Binnacle Way, Galveston, TX 77054. We opted to pay our 2012 property taxes in two installments this year. I never received the second statement for taxes due on June 30, 2013 with a payment envelope and stub, although the tax office does report that it was mailed to our home address in Houston. I did prepare a check using my Quicken program on June 26 and mailed it to the tax office, certified mail on June 28, 2013. I returned to Houston, from Galveston yesterday and discovered that the post office had returned the payment as undeliverable. I had mailed it in a window envelope using the address kept by my Quicken program which I have used for prior tax payments. I could not imagine why it had not been delivered but after comparing it to the November 30 payment I realized that the postman had corrected a typo in the zip code. I had used 77533 instead of 77553. I have enclosed a copy of the certified stamped receipt, and the envelope and check mailed.

I spoke to the Tax Assessor's office today and then went online to pay the taxes with an e check. I was not aware that I could pay online with an e check or I would have done so on June 30. I was aware that one could pay with a credit card but I did not want to pay the 3% service charge associated with that. I have paid the full amount as well as the penalty and interest but I am hoping that you will remove all or part of these fees.

I realize that it is my responsibility to pay the taxes in a timely manner. I hope that you can see that I made every effort to do that and that you can reduce or eliminate the penalty for my clerical error.

If you need any additional information or need to speak to me my phone number is 713-828-9975. Thank you for your consideration.

Sincerely,

Barbara T. Henkel

Barbara T. Henkel

Barbara T. Henkel
2052 Swift Boulevard
Houston, Texas 77030

CERTIFIED MAIL™

7012 1640 0002 4220 3088

CPU U.S. POSTAGE
$ 6.11⁰
PB 1P 000
3658666
FCML
MAILED JUL 09 2013
77005

RETURN RECEIPT
REQUESTED

Commissioners' Court

722 Moody

Galveston, Texas 77550

RETURN RECEIPT
REQUESTED

77550231799

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

Barbara Tyler Henkel
2052 Swift Blvd.
Houston, Texas 77030

Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 5870-0011-0001-000

Dear Mrs. Henkel:

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 October 1, 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

AGENDA ITEM #49.a.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

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.

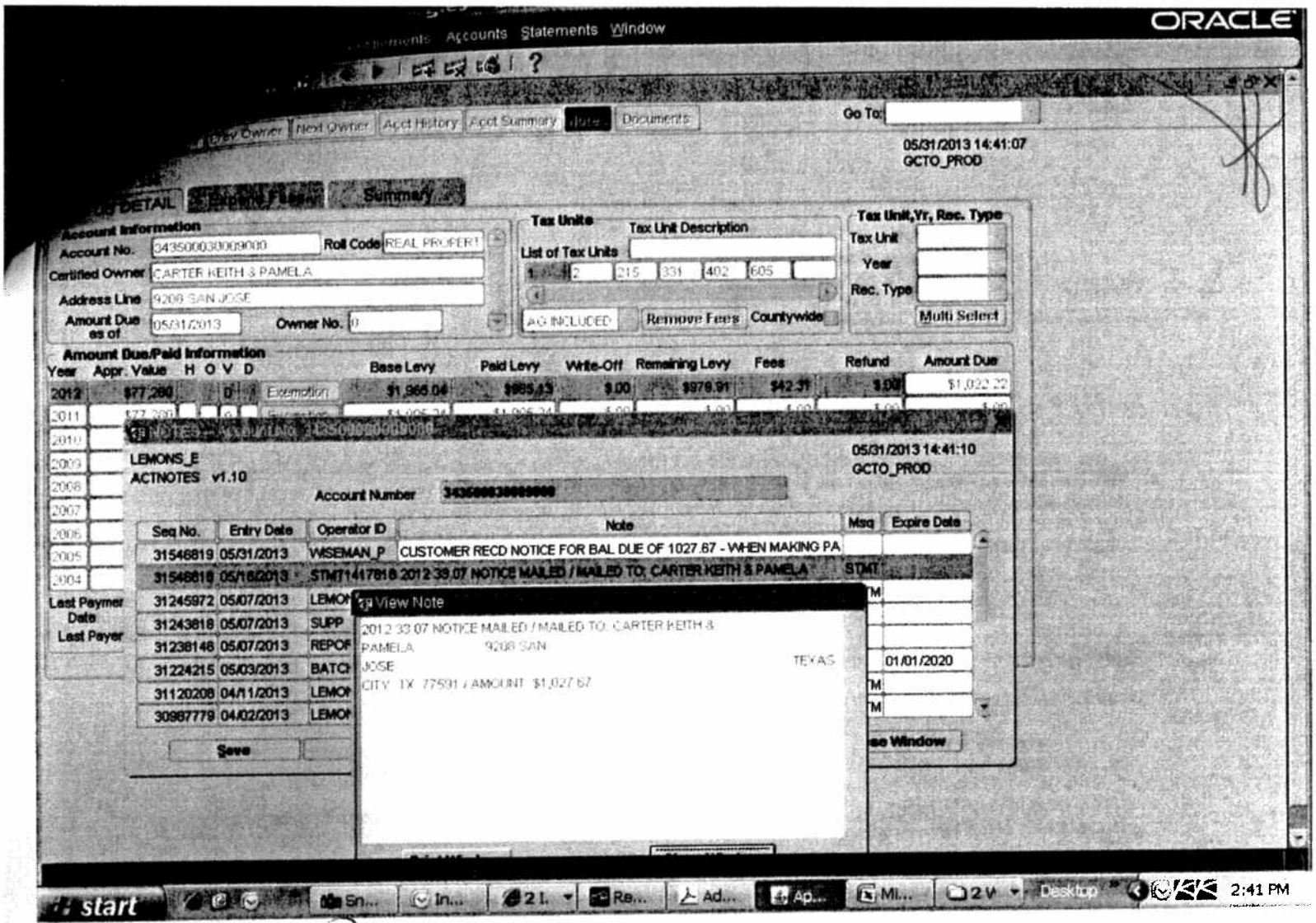
I am requesting that the June penalty interest of $65.52 be dismissed due to the error of the first bill that I received in May for the amount of $1027.67. If the original bill I received in May had been correct with the total amount, I would have made sure that enough funds were available to pay the 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

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 20, 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 October 1, 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

AGENDA ITEM #49.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

September 13, 2013

Mark Henry
Galveston County Judge
722 Moody Street
Galveston, Texas 77550

RE: Request for Refund of Penalty & Interest Due to Clerical Error
4431-0000-0101-000
J. Blake Felton

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 Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account. They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property. ***The nature of this circumstance was an incorrect ownership address listing.***

Account	Year	Amount of Waiver/Refund
4431-0000-0101-00	2012	$1143.75

Sincerely,

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

September 3, 2013

Galveston County Tax Office
P.O. Box 1169
Galveston, Texas 77553-1169

Re: Tax Account(s) 4431-0000-0101-000 / R221696

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
- [x] Incorrect ownership/mailing address listing
- [ ] Parcel maintenance related error

Comments:

The Appraisal District did not list the correct mailing address for the updated 2012 property owner

Please do not hesitate to contact me if you should have any questions.

Sincerely,

David Arnold
Director – G.I.S./Mapping

Blake and Barbie Felton
18 Betony Place
The Woodlands, TX 77382
(281) 236-4529

August 26, 2013

Galveston County Tax Office

Re: Account# 443100000101000

To Whom it may Concern:

I received a delinquent tax letter the week of April 23, 2013 from Linebarger Googan Blair & Sampson on the above account. After calls to their office, your office, and the appraisal district office it turns out that our tax bill was mailed to the 1197 Bay St, Crystal Beach 77650 address. Consequently we did not receive the 2012 tax bill because as you know there is no mail service on the Bolivar. We closed on this property late in 2012 which further complicates the matter.

We owned the property next door at 1201 Bay at that time, someone in the Appraisal District took notice and made the change in April 2013 to the 1197 account, hence we received the delinquent bill.

I have submitted full payment for the base amount of taxes due in 2012 and respectfully request the fees to be waived in light of all the above confusion and not receiving the tax bill.

Best Regards,

J. Blake Felton

281 236 4529

RECEIVED
AUG 30 2013
By

AGENDA ITEM #49.c.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 8/22/13	2. Contract Type: Expense **Revenue** Other	3. Renewal Contract: Yes / No
4. Department Name: Galveston County Tax Office	5. Department Contact: Rachael Crider RPA	
6. Description: Interlocal Tax Collection agreement with Galveston County Emergency Services District #2		
7. IFAS PEID No:	8. IFAS Req No:	9. Orgkey:	10. Object Code:
11. Vendor:	12. Vendor Contract No:	
13. Requested Legal Review: Yes / No (Explain if No)		

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
22. Totals:		-	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 8/1/13	Auto Renewal Contract: Yes / No	Bid No: N/A
Contract End Date: 7/31/15	Contract # Issued By Purchasing: CM13308	

Listed as Bid con, no Vendor packet Received as yet.

Approved By:	Signature	Date
Department Head:	Cheryl E. Johnson	8/23/13
Assistant Purchasing Agent:	Evan A Mitchell, CPPB	8/23/2013
County Legal:	[signature]	08/23/2013
Contract listed in Budget Documentation: Yes / No		
County Budget Office:	[signature]	8/23/2013

Form Number

Revised: 7/18/2013

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 22, 2013

Honorable Mark Henry
Galveston County Judge
722 Moody Avenue
Galveston, Texas 77550

Re: Request for Approval of Interlocal Tax Collection Agreement with Galveston County Emergency Services District No. 2

Dear Judge Henry:

Attached please find the Interlocal Tax Collection Agreement with the Galveston County Emergency Services District No. 2. I respectfully request approval of this contract at the next meeting of the Court. We have already begun working with the District to set the rate for 2013 and are expecting the files from the appraisal district this week.

Please return one signed copy to me to provide to the District upon your approval and signature.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

INTERLOCAL TAX COLLECTION AGREEMENT

STATE OF TEXAS	§	
	§	**KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF GALVESTON	§	

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, Galveston County Emergency Services District #2 (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of taxes on all real and personal property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston County; and

WHEREAS, as set forth in §6.23 of the Texas Property Tax Code, Assessor Collector is required to assess and collect taxes on property in the County for County and for other taxing units if required or not specified under law and if the governing body of a taxing unit requires it under §6.22(c); and.

WHEREAS, County and Taxing Entity each levy a tax against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the assessment and collection of taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by Tax Code §6.24 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for the calculation of the Taxing Entity's effective tax rate in accordance with requirements of the Tax Code.

Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices

prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by October 1st or the 60th day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid by parcel number.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected by parcel number on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

Collection Services for Entities Participating In County Payment Options:

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed $0.27 per parcel which, when applied to the current number of parcels of 16,481, equates to $4,449.87.

Collection Services for Entities Opting Out of County Payment Options:

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County. Due to the complexity of implementing this provision, an additional $0.06 per parcel rate or a total rate of $0.33 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 16,481, equates to $5,438.73. This rate will be assessed for all opt out entities beginning with the 2014 tax year.

Regardless of participation referenced above, appropriate sums are payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

Other Costs for Services

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis. Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

REMITTANCE OF COLLECTIONS

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of $1,000.00 shall be

remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than $1,000.00 may be held by Assessor Collector until such total collections held accumulate to a sum not less than $1,000.00 at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2013, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2013 tax year.

This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

This Interlocal Tax Collector Agreement is signed and made effective this _____ day of _____, 2013.

County of Galveston

_____
Mark Henry, County Judge

Attest:

_____
Dwight Sullivan, County Clerk

Galveston County Emergency Services District #2

_____
Sid Bouse, President

Attest:

_____
Kate Veeder, Board Secretary

_____
Cheryl E. Johnson, RTA