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
December 10, 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 12/3/13 and 12/10/13

b. Order for Payroll period ending 12/4/13 Bi-Weekly #25

c. Order for Supplemental Payroll period ending 12/4/13 Bi-Weekly #25

d. Internal Audit Report of Constable, Precinct 6 for period of 11/18/2013

e. Internal Audit Report of the Department of Parks and Senior Services for period of 5/1/12 - 4/30/13 also attached is the response letter from Ms. Julie Diaz, Assistant Director

f. Internal Audit Report of the Justice of the Peace, Precinct 5 for period of 9/1/12 - 8/31/13 also attached is the response from Honorable Judge Darrell Apffel

g. Order approving the monthly Health Insurance Claims made by Boon Chapman for month ending 10/31/13

*2. Receive and file *Summary of Bi-Weekly Personnel Movements pay period #24, November 7-20, 2013* submitted by Human Resources.

*3. Consideration of *approving exemption to the 4 pay period mandatory vacancy policy for Facilities Maintenance Mechanic I- Facilities (Psn #20)* submitted by Human Resources.

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

*5. Consideration of a *Resolution for decedent Former Galveston County Commissioner and Galveston County Sheriff, Paul Hopkins,* submitted by the County Judge.

*6. Consideration and *approval of contract for professional services with Artist Boat for the McAllis Point Preserve Plan* submitted by the Parks Department.

*7. Consideration of *approval of end user online CBT training by KeenSkills Inc. DBA QuickCert* submitted by Information Technology.

*8. Consideration of *approval of annual software maintenance for RightFax by Open Text Inc.* submitted by Information Technology

*9. Consideration of *approval of Cisco ACS VMWare SW upgrade by DataVox Inc.* submitted by Information Technology.

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

*11. Consideration of *approval of OnBase annual maintenance renewal by DataBank IMX Inc.* submitted by Information Technology.

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

*13. Consideration of *authorization to receive and properly dispose of court ordered items* submitted by the Purchasing Agent.

*14. Consideration to *authorize an extension on the following bid* submitted by the Purchasing Agent:

a. Bid #B122002A Corrugated Polyethylene Pipe for Culverts

*15. Receive and file *one month Extension Request Form for 2011 (UASI) Urban Areas*

Security Initiative Grant from November 30, 2013 to December 31, 2013 submitted by the Grants Manager.

*16. Consideration of *approval an interlocal agreement with Harris County for the provision of certain radio repair services* submitted by the Sheriff.

*17. Consideration and *Approval of Early Voting Locations for the March 4th Primary Election* submitted by the County Clerk.

*18. Consideration of *authorizing the County Judge to execute a Computer System and Software License Sales Agreement between the County And Fidlar of Texas for use of software allowing searches of records maintained by the County Clerk's office* submitted by County Clerk.

*19. Consideration for *Approval of Service Agreement between Kofile Preservation and Galveston County Clerk* submitted by County Clerk.

*20. Consideration of *Approval of a Design Contract between Heidi Gilmore and Galveston County Clerk* submitted by County Clerk.

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

a. **CAD#: 1295-0008-0031-000**

Action Agenda

22. **Community Services**

a. Consideration of the acceptance of the 2013 State Homeland Security Program (SHSP) grant award from the Department of Public Safety as submitted by the Grants Manager.

b. Consideration of acceptance of the 2013 Urban Areas Security Initiative (UASI) grant award from the Department of Public Safety as submitted by the Grants Manager.

23. **County Engineer**

a. Consideration of application from Gregory Russell to convey portions of Lots 107 thru 111, Verdia Addition No. 1 in Crystal Beach by metes and bounds without revising the plat.

24. **County Legal**

a. Consideration of appointment of Timothy Craig Allen, M.D., J.D. as Deputy

Medical Examiner in the Galveston County Medical Examiner's Office.

b. Consideration of execution of a Financial Advisory Contract with Louis Pauls & Company for one year (Calendar Year 2014).

c. Consideration of Granting the Director of the County Legal Department Authority to Engage Appraiser and Enter Into Negotiations with Landowner.

d. **Break into Executive Session:**

e. **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 No. 3:13-CV-308; Honorable Terry Petteway, et al vs. Galveston, Texas, et al; In the United States District Court For the Southern District Of Texas Galveston Division.

f. **Reconvene Into Regularly Scheduled Meeting.**

25. **Housing Department**

a. Consideration of executing the Tri-Party agreements between Galveston County, the contractors, and homeowners participating in the Severe Repetitive Loss (SRL) Program for the following address submitted by the Housing Department:

1. 11212 Bernice Drive
   Galveston, TX

b. Consideration for the approval of a monitoring contract award between Galveston County and H2Bravo for the County's Round 1 Housing CDBG-DR Program.

26. **Professional Services**

a. Consideration of the following Budget Amendments:

1. 14-027-1210-A
   Information Technology
   Request to fund reorganization of Information Technology department for fiscal year 2014.

2. 14-028-1210-B
   Sheriff - Auto Crimes Task Force
   Request to fund reclassification of position #403 (Office Manager to Crime Analyst).

3. 13-096-1210-A
Various Departments
Request intradepartmental / interdepartmental transfers to cover overage in various categories in various departments in fiscal year 2013.

27. **Purchasing**

a. Consideration for authorization of the following Bids:

1. **BID #B141002 2 Wheel Drive Sports Utility Vehicle - Unmarked**

2. **Bid #B141005 3/4 Ton Crew Cab Truck**

3. **Bid #B141006 Cargo Type Van**

4. **Bid #B141009 Two Wheel Drive 1/2 Ton Crew Cab Pickup Truck**

b. Consideration for authorization to utilize the purchasing cooperative programs to purchase the following:

1. 3 each @ $27,718.00 - Chevrolet Tahoe PPV

2. 3 each @$26,468.05 - Ford Explorer

3. 4 each @ $30,588.60 - Ford Expedition

Adjourn

WORKSHOP AGENDA

1. Discussion of use of the budgeted money for the Fort Travis replacement trailer presented by the Parks Department.

Appearances before Commissioners Court

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

***

AGENDA ITEM #1.d.

THE COUNTY OF GALVESTON

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

County Auditor
Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA

Ron Chapa CPA
First Assistant, Director of Auditing

Jeff Modzelewski CPA
First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems

December 10, 2013

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

Honorable Judge and Members of the Court:

Attached for your consideration is the internal audit report of Constable, Precinct 6. The audit was conducted in the period of November 18, 2013.

Sincerely,

Randall Rice CPA
County Auditor

cc: Honorable William Comeaux

Attachment: Constable, Precinct 6 Audit Report

THE COUNTY OF GALVESTON

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

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First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems

November 25, 2013

Honorable William Comeaux
Constable, Precinct 6
946 Noble Carl Rd.
Crystal Beach, TX 77650

Re: Cash Count and Inventory Audit Report

Honorable William Comeaux:

Attached is the internal audit report of Constable, Precinct 6 that was conducted on November 18, 2013. The report is being presented for your review.

The report is scheduled to go to Commissioner's Court on December 10, 2013. We are willing to discuss any material included in this report with you or your staff. Please contact Ron Chapa at extension 5302 if you would like to schedule an exit conference.

Sincerely,

Randall Rice CPA
County Auditor

Attachment: Draft Internal Audit Report

THE COUNTY OF GALVESTON

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

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First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems

November 25, 2013

To: Honorable William Comeaux
Constable, Precinct 6

From: Travis Leopolos
Internal Auditor I

Re: Constable, Precinct 6 Cash Count and Inventory

Cash Count
A cash count of Constable, Precinct 6 was conducted on November 18, 2013. The objectives of the cash count were to determine if all the collections had been accounted for at the time of the surprise cash count, and if the collections were properly handled and in a timely manner.

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

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

Inventory
An asset inventory of Constable, Precinct 6 was conducted on November 18, 2013. The objectives of the inventory were to provide reasonable assurance that Galveston County assets assigned to the office of Constable, Precinct 6 had been accounted for at the time of the inventory.

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

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

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

AGENDA ITEM #1.e.

THE COUNTY OF GALVESTON

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

County Auditor
Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA

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First Assistant, Director of Auditing

Jeff Modzelewski CPA
First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems

December 10, 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 Department of Parks and Senior Services. The audit covered the period May 1, 2012 through April 30, 2013. Also attached is the response letter from Ms. Julie Diaz, Assistant Director, dated November 6, 2013.

Sincerely,

Randall Rice CPA
County Auditor

cc: Ms. Kelly Snook
Department of Parks and Senior Services

Attachment: Department of Parks and Senior Services Audit Report
Response Letter, Assistant Director Julie Diaz

Department of Parks and Senior Services Audit

September 27, 2013

Executive Summary 1
Introduction 2
Details 3-6

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 current administration identified issues with the software system Active Net. Over the past year staff has worked diligently in efforts to clean up issues resulting in increased reliability and integrity of the data in Active Net.

The Department of Parks and Senior Services can increase the reliability and integrity of information by implementing the following recommendations:

- Be consistent with providing the Fort Travis Walk-In Weekly Recap Form with the Active Net Cash Distribution By Account (Detail) Report to support the Fort Travis collections deposit warrant.

- Include the manual receipt range in the Walk-In Weekly Recap Form and in the comments section in Active Net.

Safeguarding of Assets (page 4-5)

Safeguarding of assets can be improved by implementing the following recommendations:

- Verify the cash collections at the exchange of custody between Fort Travis and Carbide Park before accepting funds.

- Create an inventory list and update this list routinely to ensure all equipment is included and correctly recorded.

- Create a numbering system for equipment that will uniquely identify each piece of equipment. Numbers should not be reused when equipment is replaced. This numbering system should be applied to all equipment **excluding** vehicles which are already uniquely numbered by the County Fleet.

- Create a fuel log to track what vehicle or equipment is fueled by the bulk tanks. All fuel added and removed from the bulk tanks should be documented on the fuel logs and the fuel logs should be reconciled on a monthly basis.

Compliance with Statutes, Policies, and Procedures (pages 6)

- Deposits were in compliance with LGC §113.022 as all cash, cashiers' checks and money orders received were deposited within 5 business days of receipt.

- The Bolivar Beach Vendors' operating fees were in compliance with the beach vendor policy.

- Facility rental fees were assessed and collected in compliance with the facility use agreements.

Introduction

The Internal Audit Division conducted an internal audit of the Department of Parks and Senior Services, as required by Local Government Code §115.0035. The internal audit covered the period May 1, 2012 through April 30, 2013. The audit was performed from June 26, 2013 through September 27, 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 Department of Parks and Senior Services. The internal audit included, but was not limited to, the books, accounts, reports, and records of the Department of Parks and Senior Services.

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

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

Tony Pompa, Internal Auditor I, performed the audit.

Reliability and Integrity of Information

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

One of the most important controls is to have proper separation of duties. No one person should authorize a transaction, record the transaction, and have custody of the assets. The office has instituted procedures to separate the custody of the assets from the recording and authorization functions. The office has an effective separation of duties.

Fort Travis Park

Fort Travis Park rents out campsites for $30 per day and cabanas for $40 per day. Reservations can be made through the Department of Parks and Senior Services; however, the majority of the collections come from walk-in customers. The Supervisor issues the customer a receipt for each payment.

Finding: The supporting documentation for deposit warrants for these rental fees submitted to the Auditor's Office was inconsistent.

Recommendation Parks-13-01: The Department of Parks and Senior Services should be consistent with providing the Fort Travis Walk-In Weekly Recap Form with the Active Net Cash Distribution By Account (Detail) Report to support the Fort Travis collections deposit warrant.

Finding: The Fort Travis manual receipt numbers were not used in the Walk-In Recap Form and were not found to be included in Active Net.

Recommendation Parks-13-02: To ensure the validity of the Active Net reports for the Fort Travis cabana and campsite rentals, include the manual receipt range in the Walk-In Weekly Recap Form and in the comments section in Active Net.

Bolivar Beach Parking Sticker Program

The Bolivar Beach Parking Sticker Program (BBPSP) generates revenue through the sale of parking stickers for vehicles and golf carts. The stickers are numbered and color coded for each fiscal year. For each sticker that is sold, the customer is issued a copy of a pre-numbered, County-issued, duplicate receipt. Tracking the parking sticker numbers and corresponding receipt numbers serve as support to the deposit warrant and as a means for assurance that parking sticker numbers and receipt numbers were not skipped. No discrepancies were detected in the BBPSP collections.

Active Net

Current administration identified multiple data issues with the Department of Parks software system, Active Net. Over the past year staff has worked diligently in efforts to clean up these issues as well as implement policies and procedures to prevent incorrect data entry in the future. Overall, these efforts have increased the reliability and integrity of the Department of Parks and Senior Services data and software Active Net.

Safeguarding of Assets

Physical Security - Collections

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

As part of the audit, the auditor conducted a surprise cash count at the beginning of the audit. All cash was accounted for at the time of the surprise cash count. Controls are in place to ensure that staff uses a lockable drawer to safeguard collections during the day then secure the funds in the safe until ready for deposit.

Minimizing Exposure to Loss

Daily depositing is one of the best methods of minimizing exposure of collections to loss as well as providing the County with maximum benefit of the collections. By depositing daily, the office is within compliance with applicable statutes governing depositing of County funds.

The auditor tested the deposits and found the Department of Parks and Senior Services collections were deposited to the bank daily.

Finding: The Department of Parks and Senior Services does not have an adequate internal control over the change of custody of cash between the Fort Travis Park Office and the Carbide Park Office.

Recommendation Parks-13-03: An internal control should be implemented in the exchange of cash custody between Fort Travis and Carbide Park. The clerks should verify the cash collections by having a clerk count the cash collections while the second clerk verifies the amounts. Once both have agreed the total is accurate have each sign off on the Walk-In Weekly Recap Form before accepting the change of custody.

Small Equipment

An internal review of small equipment and tools was not performed during this audit; however, an interview with the Operations Manager regarding the small equipment was conducted to follow up on the auditor's recommendations in prior audits. According to the Operations Manager, the Department of Parks and Senior Services is in the beginning stages of inventory and should have a complete list by January 2014.

Safeguarding of Assets (continued)

Fixed Assets

The Purchasing Agent Policies and Procedures Manual (May 11, 2010) requires the Fixed Asset Property Manager to inventory all County fixed assets twice a year. Typically these are performed in January and June. Due to the implementation of Fixed Assets into IFAS 7i, the Purchasing Department decided to forego the January inventory.

We received a copy of the Verification of Asset Custody Report for the Parks Department and a report for Senior Services, both dated April 12, 2013. The following was noted:

Finding: The Department of Parks and Senior Services has custody of 22 trailers, 6 of which are valued at over $5000.00 and are considered fixed assets. The remaining 16 trailers are not recorded in IFAS due to their value; therefore, these are not verified in Purchasing's inventory process. Furthermore, the Department of Parks and Senior Services is currently not performing an inventory on such equipment.

Recommendation PARKS-12-01: The Parks Department should create an inventory list and update this list routinely to ensure all equipment is included and correctly recorded. *(This is a finding from a prior audit.)*

Recommendation PARKS-12-02: The Parks Department needs to create a numbering system for equipment that will uniquely identify each piece of equipment. Numbers should not be reused when equipment is replaced. This numbering system should be applied to all equipment **excluding** vehicles which are already uniquely numbered by the County Fleet. *(This is a finding from a prior audit.)*

The Department of Parks and Senior Services is currently developing a numbering system to be put into place in the implementation of their inventory process in January of 2014.

Bulk Tank Fuel Usage

The bulk tanks are used for re-fueling equipment such as mowers and tractors and are stored in the bed of County trucks. The *Fuel Force* system only allows a maximum of 100 gallons per transaction for the bulk tanks.

Finding: There are no controls in place to track the usage of the fuel in the bulk tanks.

Recommendation Parks-13-04: Fuel logs need to be utilized for all bulk tanks to track what vehicle or equipment is fueled by the tanks. The fuel logs need to require the following information per transaction: date and time of the transaction, unit # of vehicle/equipment fueled, printed name of individual delivering the fuel, printed name and signature of individual receiving the fuel, and the number of gallons per transaction. All fuel added and removed from the bulk tanks should be documented on the fuel logs. These fuel logs should be reconciled on a monthly basis to ensure the validity of all fuel used by the bulk tanks. *(This is a finding from a prior audit.)*

Compliance with Statutes, Policies, and Procedures

Deposit Statutes

LGC § 113.022 allows a maximum of five business days to deposit cash, checks or money orders received by County departments.

The Department of Parks and Senior Services is in compliance with LGC §113.022. Money collected is secured in a safe and is routinely deposited every day.

Bolivar Beach Vending Permit Policy

A beach vending permittee must pay a monthly operating fee to the Department of Parks and Senior Services from the effective date of the permit through September for each year of the vending period, regardless of what month the permittee actually begins operations (Article 13.1). The Bolivar Beach Vending Program was reviewed; no discrepancies were detected in for the Bolivar Beach Vending permittees' operating fees.

Facility Use Permits

The Department of Parks and Seniors Services has ten parks and facilities that are available for rent. Each park rental requires the individual to reserve the location by applying a deposit in advance for the park or building. Each individual is required to complete an indoor or outdoor facility use agreement and agree to terms. The agreement lists all the deposit amounts and hourly fees charged. The agreement provides the individual the reservation policies and regulations that apply. The top three revenue producing parks in the County were reviewed and no discrepancies were detected for fees charged to the renter.

COUNTY of GALVESTON
Department of Parks & Senior Services

4102 Main Street (FM 519) • LaMarque, Texas 77568
Phone: (409) 934-8100 • Fax: (409) 934-8140
www.galvestonparks-seniors.org

November 6th, 2013

Randall Rice CPA County Auditor
The County of Galveston
County Auditor's Office
P. O. Box 1418
Galveston, Texas 77553

RE: Response to Internal Audit Report

Dear: Mr. Rice,

The purpose of this letter is to present the Department of Parks and Senior Services response to your office's Internal Audit Report received on October 22nd, 2013, which covered the period May 1st, 2012 – August 30th, 2013.

We understand the scope, objectives, and methodology as each relates to the reliability and integrity of information, safeguarding of assets, compliance with laws, regulations, contracts, policies, plans, and procedures of the Department of Parks and Senior Services.

The following will provide in numerical order the Findings, Recommendations, and our Response:

Reliability and Integrity of Information

FORT TRAVIS PARK

Finding: The supporting documentation for deposit warrants for these rental fees submitted to the Auditor's Office was inconsistent.

Recommendation PARKS-13-01: The Department of Parks and Senior Services should be consistent with providing the Fort Travis Walk-In Weekly Recap Form with the ActiveNet Cash Distribution By Account (Detail) Report to support the Fort Travis collections deposit warrant.

Response: We agree and the Assistant Director will update/revise the current form for better use. The Beach Sticker Supervisor will fill out the Walk-In Weekly Recap Form and submit when making deposits for campsite rentals. As of August 12th, there are no more on-site Cabana rentals, so this eliminates the need for staff to fill out a form for cabanas.

Finding: The Fort Travis manual receipt numbers were not used in the Walk-In Recap Form and were not found to be included in ActiveNet.

Recommendation PARKS-13-02: To ensure the validity of the ActiveNet report for the Fort Travis Cabana and campsite rentals, include the manual receipt range in the Walk-In Weekly Recap Form and in the comments section of ActiveNet.

Response: As of August 12th, there are no more on-site Cabana rentals. All cabana rentals are made through the Parks Administrative offices, so this would eliminate this process for cabana rentals. Campsite rentals can still be reserved on-site, so we will ensure the Beach Sticker Supervisor includes each receipt number when they are submitting payments to the Permit Coordinator. They will also place a receipt range on the form. There will be a place for this on the revised Walk-In Weekly Recap Form.

Safeguarding of Assets

MINIMIZING EXPOSURE TO LOSS

Finding: The Department of Parks and Senior Services does not have an adequate internal control over the chain of custody of cash between the Fort Travis Park Office and the Carbide Park Office.

Recommendation PARKS-13-03: An internal control should be implemented in the exchange for cash custody between Fort Travis and Carbide Park. The clerks should verify the cash collections by having a clerk count the cash collections while the second clerk verifies the amounts. Once both have agreed the total is accurate have each sign off on the Walk-In Weekly Recap Form before accepting the change of custody.

Response: We agree and beginning December 2013 we will ensure that the Beach Sticker Supervisor will verify the cash collections by counting the cash collections while the Permit Coordinator verifies the amounts. Once each has agreed the total is accurate, they will sign on the revised Walk-In Weekly Recap Form.

FIXED ASSETS

Finding: The Department of Parks and Senior Services has custody of 22 trailers, 6 of which are valued at over $5,000.00 and are considered fixed assets. The remaining 16 trailers are not recorded in IFAS due to their value; therefore, these are not verified in Purchasing's inventory process. Furthermore, the Department of Parks and Senior Services is currently not performing an inventory on such equipment.

Recommendation PARKS-12-01: The Parks Department should create an inventory list and update this list routinely to ensure all equipment is included and correctly recorded.

Response: We agree and in December 2013, the Parks Department will be doing a thorough inventory of all equipment. This documentation will be put maintained and updated by the Trades Supervisor monthly, and an annually report will be provided to the Parks Operations Manager and Assistant Director. Parks will verify that our list matches the Fixed Asset list compiled by the Purchasing Department. Parks foresees having a complete list by January 2014.

Recommendation PARKS-12-02: The Parks Department needs to create a numbering system for equipment that will uniquely identify each piece of equipment. Numbers should not be reused when equipment is replaced. This numbering system should be applied to all equipment excluding vehicles which are already uniquely numbered by the County Fleet.

Response: We agree and the Trades Supervisor and the Parks Operations Manager will be creating a numbering system for all equipment to implement by February 2014. Note: individual tools i.e. hammer, screwdriver, wrench will not be included in this numbering system. Only items over the price of $1000.00 will be numbered.

BULK TANK FUEL USAGE

Finding: There are no controls in place to track the usage of the fuel in the bulk tanks.

Recommendation PARKS-12-03: Fuel logs need to be utilized for all bulk tanks to track what vehicle or equipment is fueled by the tanks. The fuel logs need to require the following information per transaction: date and time of transaction, unit # of vehicle/equipment fueled, printed name of individual delivering the fuel, printed name and signature of individual receiving the fuel, and the number of gallons per transaction. All fuel added and removed from the bulk tanks should be documented on the fuel logs. These fuel logs should be reconciled on a monthly basis to ensure the validity of all fuel used by the bulk tanks.

Response: We agree that fuel logs need to be utilized for the bulk tanks. By January 2014 a log will be created and placed in each vehicle with bulk tank, currently three trucks. Staff will be trained on how to fill out the logs. Each month these logs will be turned in to the District Supervisor, who will monitor and let the Parks Operations Manager know of any inconsistencies.

I would like to thank the Auditor's Office for this internal audit review and the professionalism of your staff (Lori McWhirter and Tony Pompa) as they conducted their day to day visits and interactions with our staff.

Sincerely,

Julie Diaz
Assistant Director
Parks and Senior Services
Julie.diaz@co.galveston.tx.us
409.934.8114

AGENDA ITEM #1.f.

THE COUNTY OF GALVESTON

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

County Auditor
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CITP CISA CIO CBM DABFA CGMA

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Jeff Modzelewski CPA
First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems

December 10, 2013

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

Honorable Judge and Members of the Court:

Attached for your consideration is the internal audit report of Justice of the Peace, Precinct 5. The audit covered the period September 1, 2012 through August 31, 2013. Also attached is the response letter from Honorable Judge Darrell Apffel, dated November 13, 2013.

Sincerely,

Randall Rice CPA
County Auditor

cc: Honorable Judge Darrell Apffel

Attachment: Justice of the Peace, Precinct 5 Audit Report
Response Letter, Judge Darrell Apffel

Justice of the Peace, Precinct 5 Audit

October 23, 2013

Executive Summary 1
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Galveston County
Internal Audit
Division

Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

Executive Summary

Reliability and Integrity of Information (page 3)

- Nothing came to our attention during the audit to cause us to doubt the overall reliability and integrity of the information. Though the Court lacks proper separation of duties due to the size of Court staff, there are sufficient compensating controls for daily operations.

Safeguarding of Assets (page 4)

- Physical security over assets (collections) is adequate.
- The Court deposits collections to the bank daily.
- The Court submits properly prepared and adequately supported bank reconciliations to the Auditor's office in a timely manner.

Compliance with Statutes, Policies, and Procedures (pages 5-6)

- The Court should assess and collect the time payment fee on or after the 31st day after the judgment date. *(This is a finding from a previous audit).*
- When voiding a receipt, the clerks should include an explanation for the void and two clerk signatures on the receipt. *(This is a finding from a previous audit).*
- The judge should implement the auditor's recommendations. If not implemented, the indemnification policy may not be exercised in the event of loss of funds.

General Information (pages 7-8)

- The County's portion of the Justice of the Peace, Precinct 5's total annual cash collections decreased from FY2009 to FY2011 from $411,515 to $307,337. Collections increased from FY2011 to FY2013 from $307,337 to $364,005. The data for FY 2013 is as of August 31, 2013.
- The total annual case filings for Justice of the Peace, Precinct 5 decreased from 5,136 in FY2009 to 3,988 in FY2013. The data for FY 2013 is as of August 31, 2013.

Introduction

The Internal Audit Division conducted an internal audit of the Justice of the Peace, Precinct 5, as required by Local Government Code §115.0035. The internal audit covered the period September 1, 2012 through August 31, 2013. The audit was performed from September 6, 2013 through October 23, 2013.

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

- The reliability and integrity of the information.
- The safeguarding of assets.
- Compliance with laws, regulations, contracts, policies, plans, and procedures.

The scope of the internal audit encompassed the financial records and administrative procedures related to the Justice of the Peace, Precinct 5. The internal audit included, but was not limited to, the books, accounts, reports, dockets, and records of the Justice of the Peace, Precinct 5.

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

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Justice of the Peace, Precinct 5 as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care.

Travis Leopolos, Internal Auditor I, performed the audit.

Reliability and Integrity of Information

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

Nothing came to our attention during this audit to cause us to doubt the overall reliability and integrity of the information.

Separation of Duties

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

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

Dismissals

Dismissed cases with no charge recorded in Net Data require either the Judge's or Assistant District Attorney's (ADA) signature.

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

Collections

The Court accepts payments in the form of checks (cashier's check, money order and business check) and credit card. Checks are deposited to the bank by one of the clerks daily.

The auditor reviewed the accuracy of the composition of the collections recorded in Net Data. No material findings were found.

Jail Time Credits

Per office policy, jail time credits recorded in Net Data require the Judge's approval to grant jail time credit.

The auditor reviewed the jail time credits recorded in Net Data to verify the validity of the recording and found that credits were valid.

Safeguarding of Assets

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

Physical Security

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

As part of the audit, the auditor conducted a surprise cash count on September 25, 2013. All collections were accounted for at the time of the surprise cash count.

Controls are in place to ensure the staff uses a lockable safe to safeguard their money in the office until deposited. The safe remains locked when not in use.

Minimizing Exposure to Loss

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

The auditor tested deposits and found the Court deposits collections to the bank in a timely manner.

Management of Collections

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

The bond account bank reconciliation is being prepared properly and submitted in a timely manner.

Compliance with Statutes, Policies, and Procedures

Partial Payment Proration

Attorney General Opinion GA-147, 2004 interprets Code of Criminal Procedure (CCP) §103.0031 as "Under the allocation rule, a county must allocate monies received from a defendant first to pay costs and then to pay a fine. If monies received do not cover all of the costs, then the monies must be allocated to costs on a pro rata basis. If a Justice of the Peace has ordered installment payments, the total sum received must be allocated in accordance with the allocation rule."

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

Jail Time Credit Allocation

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

The Auditor tested the allocation of jail time credit and determined the Court to be in compliance with the allocation rule.

Time Payment Fee Assessment

According to Local Government Code §133.103 the Court should assess a time payment fee of $25 if the person pays any part of a fine, court costs, or restitution on or after the 31st day after the date on which a judgment is entered.

Finding: The Court incorrectly collected a $25 time payment fee for payments received before the 31st day. *(This was a finding from the previous audit.)*

Recommendation JP5-11-01: The Court should review the statute and be aware of the 31-day time period when collecting time payment fees.

Voided Transactions

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

Finding: The Clerks were inconsistent in following the Court's procedure for voiding transactions. The voided transaction receipts lacked either an explanation for the void or two clerk signatures. *(This is a finding from a previous audit).*

Recommendation JP5-09-03d: Internal controls can be strengthened by requiring the Clerks to comply with the Court's procedure.

Compliance with Statutes, Policies, and Procedures (Continued)

Policy HR028-Indemnification of Elected and Appointed Officers

Section 157.903 of the Texas Local Government Code provides that Commissioners' Court may, by order, provide for the indemnification of an elected or appointed county officer against personal liability for the loss of County funds, or loss of or damage to personal property, incurred by the officer in the performance of their official duties if the loss was not the result of the officer's negligence or criminal action. The County Auditor will investigate the circumstances of the loss including prior internal control audits, control procedures and actions taken of and by the requesting county officer.

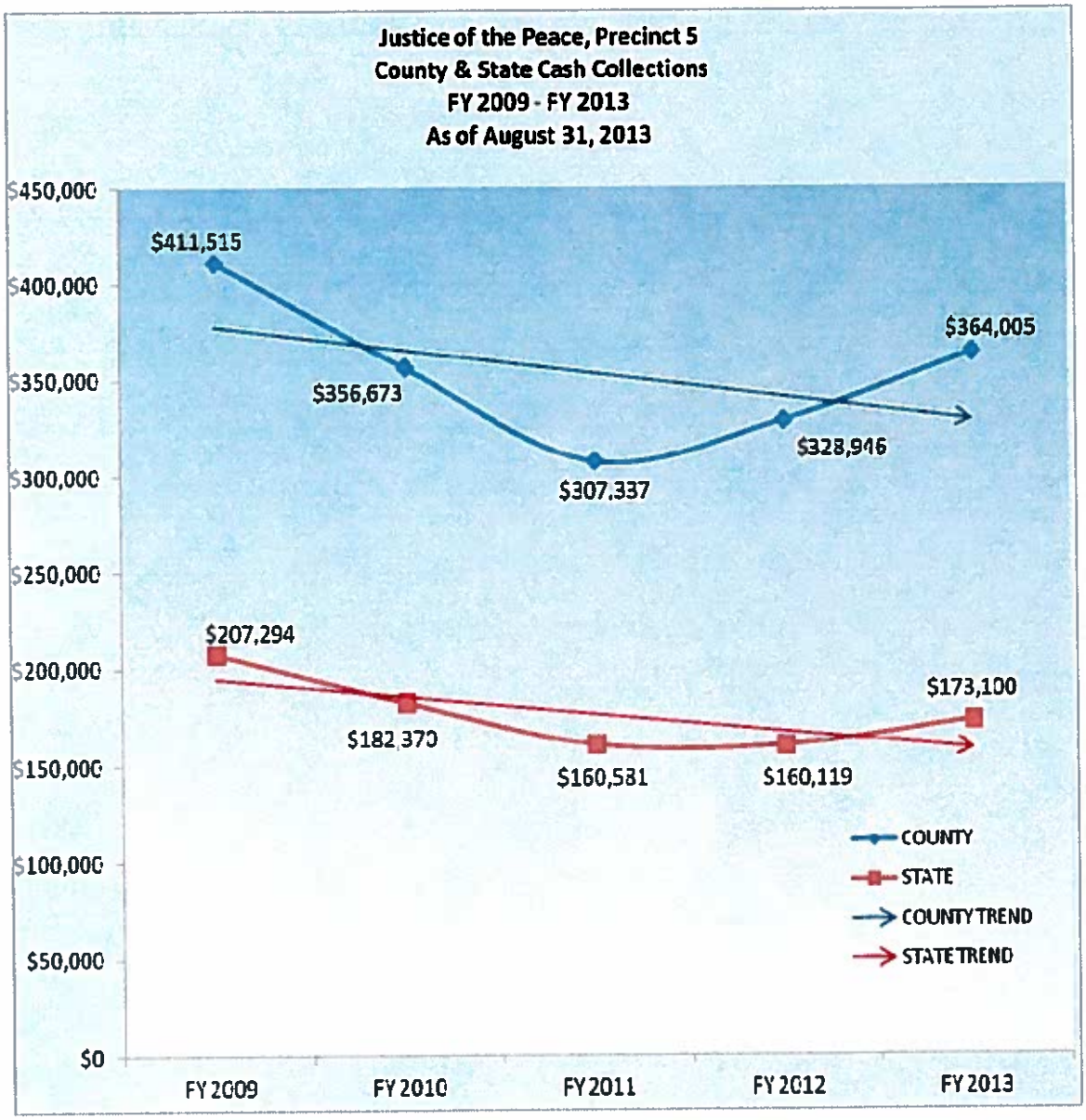
The Judge's response letter dated December 11, 2012 to the FY2012 audit report stated the Court had implemented and utilized the recommendations suggested.

Finding: There were two repeat recommendations from previous audits that have not been implemented.

Recommendation JP5-13-01: The Judge should implement the auditor's recommendations to increase the Court's internal controls. If not implemented, the indemnification of the elected official may not be exercised in the event of loss of funds.

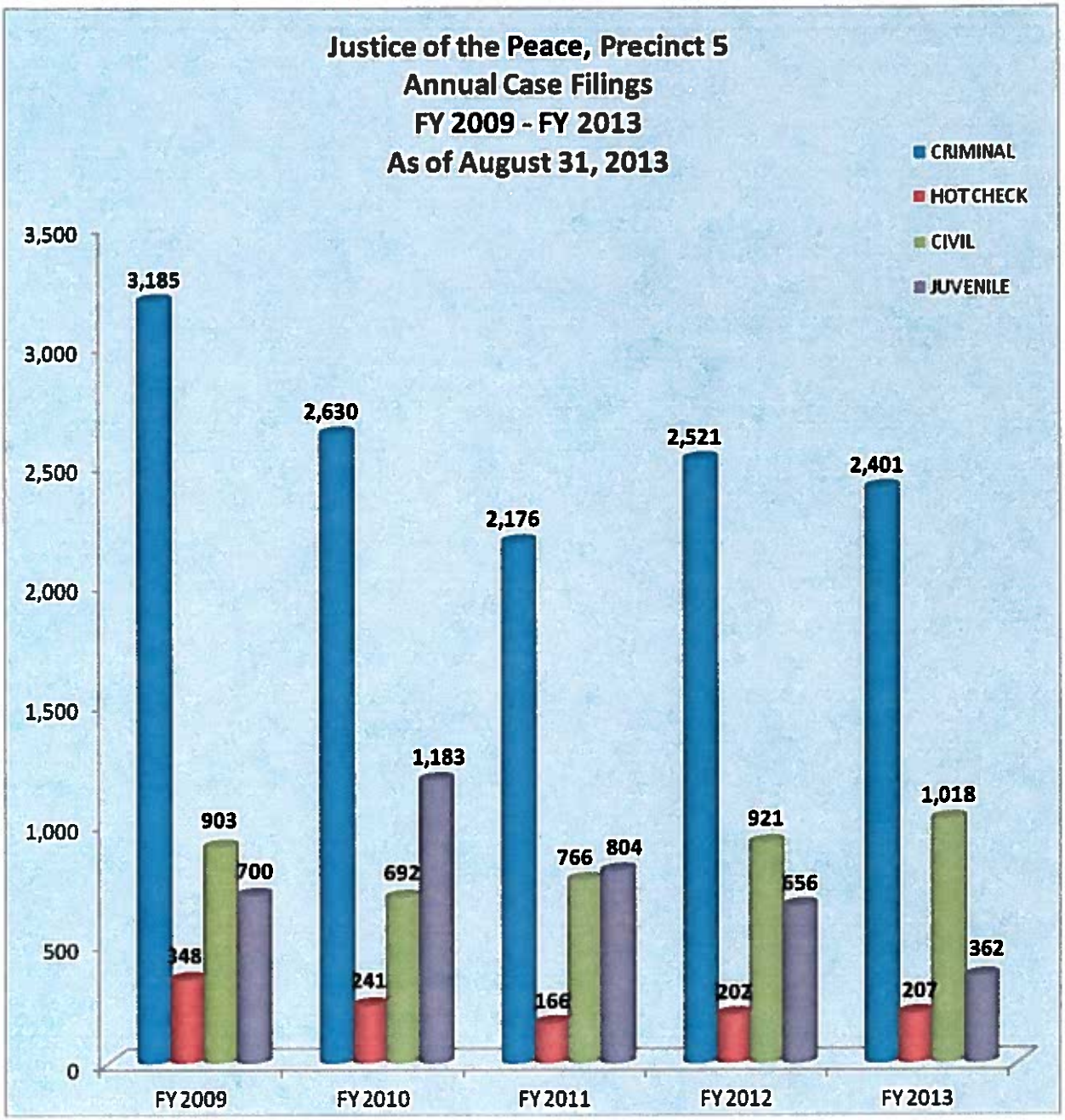
General Information

The County's portion of the Justice of the Peace, Precinct 5's total annual cash collections decreased from FY2009 to FY2011 from $411,515 to $307,337, and increased to $364,005 in FY 2013. The data for FY 2013 is only as of August 31, 2013. The chart below illustrates the total annual County and State collections of this Court over the past five years.



General Information (continued)

The total annual case filings for Justice of the Peace, Precinct 5 decreased from 5,136 in FY2009 to 3,988 in FY2013. The data for FY 2013 is only as of August 31, 2013. Criminal case filings, the most predominant case type, decreased from 3,185 in FY2009 to 2,401 in FY2013. The chart below illustrates the criminal, civil, hot check and juvenile case filings of this Court for the last five years.



From: Apffel, Darrell
To: Leopolos, Travis
Cc: Bulanek, Kristin; Sandles, Kevin; Fortenberry, Rhonda; Jackson, Theresa
Subject: RE: Re: Justice of the Peace, Precinct 5 FY 2013 Audit
Date: Wednesday, November 13, 2013 10:53:37 AM

Thank you all for meeting with me this morning to go over the Audit findings.

Please know we strive to be the best we can be and thank you for your service in assisting us to do that.

We understand the time pay fee and will correct that effective today.

We understand the voided receipt issues and will correct that immediately as well.

Thank you ,

Darrell Apffel

From: Leopolos, Travis
Sent: Thursday, November 07, 2013 9:26 AM
To: Apffel, Darrell
Cc: Bulanek, Kristin
Subject: Re: Justice of the Peace, Precinct 5 FY 2013 Audit

Honorable Darrell A. Apffell:

Attached is a draft internal audit report on Justice of the Peace, Precinct 5 Audit that covered the period September 1, 2012 through August 31, 2013. The report is being presented for your review before final distribution. Please submit any response or address any internal controls which you intend to adopt and which will satisfy the reported weaknesses. Please include the effective date for the adopted internal controls.

We would like to have your response within two weeks. We will schedule an exit conference within one week of the receipt of the report or your response to this draft. We are willing to discuss any material included in this draft with you or your staff. Please contact Kristin Bulanek at extension 5408 to arrange a meeting.

Sincerely,

Travis Leopolos

Travis Leopolos
Internal Auditor
722 Moody Avenue 4th Floor
409-770-5313
Travis.Leopolos@co.galveston.tx.us

AGENDA ITEM #1.g.

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 **October 31st, 2013** the gross amount of such payment being **$752,800.51.**

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)
October 31, 2013

BALANCES PER THE BANK				
	BEGINNING BALANCE	*DEPOSITS*	*WITHDRAWALS*	*ENDING BALANCE*
BANK	$ 33.03	$ 752,767.49	$ 752,800.51	$ 0.01
DEPOSITS IN TRANSIT				
PRIOR MONTH		-		-
CURRENT MONTH				-
				-
OUTSTANDING CHECKS				-
PRIOR MONTH	-	-	-	-
CURRENT MONTH	-		-	-
ADJUSTMENTS				
				-
		-	-	-
				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BANK	**$ 33.03**	**$ 752,767.49**	**$ 752,800.51**	**$ 0.01**

BALANCES PER THE IFAS				
	BEGINNING BALANCE	*RECEIPTS*	*DISBURSEMENTS*	*ENDING BALANCE*
IFAS	$ 33.03	$ 752,767.49	$ 752,800.51	$ 0.01
ADJUSTMENTS:				
				-
				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BOOK	**$ 33.03**	**$ 752,767.49**	**$ 752,800.51**	**$ 0.01**

PROSPERITY BANK®

Statement Date 10/31/2013
Account No 7432671

GALVESTON COUNTY
BOON CHAPMAN HEALTH
722 MOODY AVE 4TH FL
GALVESTON TX 77550-2317

6934

1

STATEMENT SUMMARY — Public Fund Contractual Ckg w Int Account No 7432671

10/01/2013	Beginning Balance			$33.03
	6 Deposits/Other Credits		+	$752,767.49
	7 Checks/Other Debits		-	$752,800.51
10/31/2013	Ending Balance	31 Days in Statement Period		$0.01

DEPOSITS/OTHER CREDITS

Date	Description	Amount
10/03/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 13259-1341	$120,949.86
10/09/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 13412-1358	$187,815.97
10/16/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 13588-1371	$48,440.31
10/24/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 13719-1389	$248,651.68
10/31/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 13897-1412	$146,909.66
10/31/2013	Accr Earning Pymt Added to Account	$0.01

9001

OTHER DEBITS

Date	Description	Amount
10/03/2013	Wire Transfer WIRE OUT Boon Chapman	$120,949.86
10/07/2013	Internet Trf W/D IB TR TO ACCT *1431 Transfer Additional 10	$10.00
10/09/2013	Wire Transfer WIRE OUT Boon Chapman	$187,815.97
10/10/2013	Internet Trf W/D IB TR TO ACCT *1431 Transf Fd Int Earned J	$23.03
10/16/2013	Wire Transfer WIRE OUT Boon Chapman	$48,440.31
10/24/2013	Wire Transfer WIRE OUT Boon Chapman	$248,651.68
10/31/2013	Wire Transfer WIRE OUT Boon Chapman	$146,909.66

102031 : 00693401

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
10-01	$33.03	10-07	$23.03	10-31	$0.01
10-03	$33.03	10-09	$23.03		

EARNINGS SUMMARY

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

Interest Paid This Period	$0.01	Annual Percentage Yield Earned	1.37 %
Interest Paid YTD	$42.53	Days in Earnings Period	31
		Earnings Balance	$8.62

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 10/01/13			33.03
	10/03/13	JE00039491	BC CLAIMS 13259-13411 EFT14662	120,949.86		120,982.89
	10/03/13	JE00039491	BC CLAIMS 13259-13411 EFT14662		120,949.86	33.03
	10/07/13	JE00039513	EFT#14660 CORR EFT14640		10.00	23.03
	10/09/13	JE00039512	BC CLAIMS 13412-13587 EFT14671	187,815.97		187,839.00
	10/09/13	JE00039512	BC CLAIMS 13412-13587 EFT14671		187,815.97	23.03
	10/10/13	JE00039517	BC 4TH Q INT JULY-SEPT 2013		23.03	
	10/16/13	JE00039570	BC CLAIMS 13588-13718 EFT14695	48,440.31		48,440.31
	10/16/13	JE00039570	BC CLAIMS 13588-13718 EFT14695		48,440.31	
	10/24/13	JE00039627	BC CLAIMS 13719-13896 EFT14713	248,651.68		248,651.68
	10/24/13	JE00039627	BC CLAIMS 13719-13896 EFT14713		248,651.68	
	10/31/13	JE00039674	BC CLAIMS 13897-14126 EFT14739	146,909.66		146,909.66
	10/31/13	JE00039674	BC CLAIMS 13897-14126 EFT14739		146,909.66	
	10/31/13	143341	714201 10/13 INT Boon Chapman	0.01		0.01
		DR	* Object Total *	752,767.49*	752,800.51*	0.01*
		DR-CR	** Fnd C Ct Total **	752,767.49*	752,800.51*	0.01*

AGENDA ITEM #2.

Summary of Bi-Weekly Personnel Movements

Pay Period #24 : November 7-20, 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	18.0						0	1						1						0
Fleet Management	12.0						0							0						
Professional Services	8.0						0							0						0
Road District #1	4.0						0							0						0
County Judge	4.0						0							0						0
County Commissioners	8.0						0							0						0
Tax Office	50.0				5		5							0						0
County Auditor	31.0						0							0						0
County Clerk	43.0						0							0						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	7.0						0							0						0
County Treasurer	7.0						0							0						0
Veterans Service	3.0						0							0						0
Human Resources	5.0						0							0						0
County Legal	6.0						0							0						0
Justice Administration	10.0	1					1							0						0
District Courts	19.0						0							0						0
County Courts	9.0						0							0						0
County Probate Court	6.0						0							0						0
Justice Courts	35.0						0							0						0
District Clerk	51.0						0							0						0
District Attorney	73.0						0			1				1	1					1
Pre-Trial Release	7.0						0							0						0
Sheriff	492.0	3					3	9		2				11						0
Constables	42.0						0	1						1	1					1
Child Welfare	1.0						0							0						0
Emergency Management	4.0						0							0						0
Courthouse Security	3.0						0							0						0
Extension Services	9.0						0							0						0
County Engineer	6.0						0							0						0
Building Inspector	2.0						0							0						0
Community Services	4.0						0							0						0
Information Technology	43.0						0							0						0
County Parks and Senior Services	64.0						0							0						0
Museum	2.0						0							0						0
Road & Bridge/Flood/Beach	68.0						0							0						0
County Health District	1.0						0							0						0
Juvenile Justice	69.0	1					1							0						0
Mosquito Control	11.0						0							0						0
Right of Way	1.0						0							0						0
Seawall Maintenance	6.0						0							0						0
Housing & Economic Dev	7.0						0							0						0
Adult Probation	54.0						0							0						0
Grand Total	1319.0	5	0	0	5	0	10	11	0	3	0	0	0	14	2	0	0	0	0	2
Job Applications Received	167																			

Revised 10/2012

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 11/7/2013 thru 11/20/2013

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114030	Election Expense	BUSCEME, ANGELA C	PTEL	500 ELECTION WORKER-TEMP	11/7/2013		0000	$10,400	10.00 H	APPOINTMENT
114030	Election Expense	CONTRERAS, ZOILA R	PTEL	500 ELECTION WORKER-TEMP	11/7/2013		0000	$10,400	10.00 H	APPOINTMENT
114030	Election Expense	GRACIA, JOSEPHINE N	PTEL	500 ELECTION WORKER-TEMP	11/7/2013		0000	$10,400	10.00 H	APPOINTMENT
114030	Election Expense	RAMIREZ, ISAIAS	PTEL	500 ELECTION WORKER-TEMP	11/7/2013		0000	$10,400	10.00 H	APPOINTMENT
114030	Election Expense	REATEGUI, OLGA	PTEL	500 ELECTION WORKER-TEMP	11/7/2013		0000	$10,400	10.00 H	APPOINTMENT
114030	Election Expense	TURNBOW, JOSHUA	PTEL	500 ELECTION WORKER-TEMP	11/7/2013		0000	$10,400	10.00 H	APPOINTMENT
114030	Election Expense	VAISVILAS, EDWARD	PTEL	500 ELECTION WORKER-TEMP	11/7/2013		0000	$10,400	10.00 H	APPOINTMENT
114030	Election Expense	VALDEZ, KRYSTAL	PTEL	500 ELECTION WORKER-TEMP	11/7/2013		0000	$10,400	10.00 H	APPOINTMENT
121000	Justice Administration	CUTCHIN, JILL HOWELL	FTBE	10 DEPUTY CLERK	11/18/2013		10D1	$30,665	1,179.45 B	TRANSFER
127100	District Attorney	LEACH, KAREN E	FTBE	77 LEGAL SECRETARY	11/13/2013		12A1	$31,432	1,208.94 B	REASSIGNMENT
127100	District Attorney	WARREN, DOUGLAS A	FTBE	29 CRIMINAL INVESTIGATOR		11/13/2013	19A1	$44,413	1,708.20 B	TERMINATION
151500	Tax Assessor/Collector	ALFARO, MARICELLA	PTNH	504 CUSTOMER SERVICE REP-TEMP	11/20/2013		0000	$13,551	13.03 H	APPOINTMENT
151500	Tax Assessor/Collector	CAMPBELL, MELISSA	PTNH	507 VOTER REGISTRATION TEMP	11/18/2013		0000	$10,587	10.18 H	APPOINTMENT
151500	Tax Assessor/Collector	GRAVES, CAROLYN RUTH	PTNH	502 VOTER REGISTRATION- TEMP	11/12/2013		0000	$10,587	10.18 H	APPOINTMENT
151500	Tax Assessor/Collector	SEMIEN, BEVERLY ANN	PTNH	503 VOTER REGISTRATION -TEMP	11/18/2013		0000	$10,587	10.18 H	APPOINTMENT
151500	Tax Assessor/Collector	SIGLER, DONNA LAVERN	PTNH	508 VOTER REGISTRATION-TEMP	11/12/2013		0000	$10,587	10.18 H	APPOINTMENT
152500	Housing	POSEY, MAURA M	FTBE	407 SENIOR ACCOUNTS PAYABLE	11/7/2013		14A1	$34,695	1,334.44 B	PSN # CHANGE
152500	Housing	SARVIS, CRYSTAL L	FTBE	402 OPERATIONS MANAGER	11/7/2013		19C1	$46,661	1,794.68 B	PSN # CHANGE
170100	Facilities Srvs &	VENABLE, ERIC M	FTBE	21 FACILITIES MAINTENANCE SPEC	11/8/2013		16A1	$38,297	1,472.98 B	PROMOTION
211133	Corrections-Sheriff	CAGNON, JENNIFER E	FTBE	53 SERGEANT-CORRECTIONS	11/7/2013		18L1	$55,465	2,133.31 B	CAREER LADDER
211133	Corrections-Sheriff	GRIEGER, ANNA JEAN	FTBE	109 ENTRY LEVEL	11/18/2013		12D1	$33,849	1,301.90 B	APPOINTMENT
211133	Corrections-Sheriff	HURLEY, SEAN M	FTBE	121 ENTRY LEVEL	11/18/2013		12D1	$33,849	1,301.90 B	APPOINTMENT
211133	Corrections-Sheriff	KING, SEAN A	FTBE	238 SERGEANT-CORRECTIONS	11/7/2013		18L1	$55,465	2,133.31 B	CAREER LADDER
211133	Corrections-Sheriff	LINA, RONALD E	FTBE	170 DEPUTY IV	11/15/2013		16H1	$45,523	1,750.90 B	TRANSFER
211133	Corrections-Sheriff	MCQUAIG II, ROYCE E	FTBE	54 SERGEANT-CORRECTIONS	11/7/2013		18L1	$55,465	2,133.31 B	CAREER LADDER
211133	Corrections-Sheriff	NEW, SHELBIE DIANE	FTBE	50 ENTRY LEVEL	11/18/2013		12D1	$33,849	1,301.90 B	APPOINTMENT
211133	Corrections-Sheriff	PAULK, RONALD K	FTBE	25 SERGEANT-CORRECTIONS	11/7/2013		18L1	$55,465	2,133.31 B	CAREER LADDER

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

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 11/7/2013 thru 11/20/2013

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211133	Corrections-Sheriff	PENA, JUAN M	FTBE	38 DEPUTY II	11/20/2013		14G1	$40,236	1,547.54 B	CAREER LADDER
211133	Corrections-Sheriff	VILLARREAL JR,	FTBE	23 SERGEANT-CORRECTIONS	11/7/2013		18L1	$55,465	2,133.31 B	CAREER LADDER
211133	Corrections-Sheriff	WAYCOTT, LESLIE D	FTBE	73 SERGEANT-CORRECTIONS	11/7/2013		18L1	$55,465	2,133.31 B	CAREER LADDER
211143	Patrol Division	MEJIA, ANDREW J	FTBE	8 DEPUTY III	11/15/2013		15H1	$43,329	1,666.54 B	CAREER LADDER
211143	Patrol Division	RUIZ JR, CIPRIANO	FTBE	27 DEPUTY IV	11/15/2013		16H1	$45,523	1,750.90 B	CAREER LADDER
211143	Patrol Division	SENDEJAS JR, DANIEL	FTBE	17 DEPUTY III	11/15/2013		15H1	$43,329	1,666.54 B	TRANSFER
223900	Constable Pct #6 - Comeaux	KAHLA, RODNEY E	FTBE	2 CHIEF DEPUTY CONSTABLE-PCT		11/15/2013	16I1	$46,661	1,794.68 B	TERMINATION
223900	Constable Pct #6 - Comeaux	LOFTIN, RICHARD D	FTBE	2 CHIEF DEPUTY CONSTABLE-PCT	11/20/2013		16I1	$46,661	1,794.68 B	PROMOTION
256110	State Aid Grant A	CRUZ, ZAIRINIA	FTBE	474 JUVENILE PROBATION OFCR	11/12/2013		1600	$40,765	1,567.90 B	APPOINTMENT
440100	Community Service	LEBOEUF, JOANNIE M	FTBE	4 SOCIAL SERVICES/INDIG	11/7/2013		16L1	$50,249	1,932.67 B	ACCT # CHANGE

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

AGENDA ITEM #3.

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date: 12-3-13 DEPARTMENT REQUESTING EXEMPTION: Facilities

DATE JOB VACANT: 11-7-13 4PP END DATE: 1-15-14 DATE NEED FILLED: ASap

JOB TITLE Facilities Maint. Mechanic I POSITION # 20

JOB POSTED Y CANDIDATE SELECTED Y BELOW 75% N PROMOTION N PC -

BUDGETED POSITION Y SALARY GRADE-STEP 12A SALARY $31,432 GRANT FUNDED N

CREATED POSITION N JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Responsible for assisting in the maintenance of County facilities.

JUSTIFICATION FOR EXEMPTION need coverage for all facilities.

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH WOULD THE OVERTIME COST? $_____

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY? Y

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED _____ NOT RECOMMENDED _____

REASON NOT RECOMMENDED _____

SUBMITTED FOR AGENDA ✓ DATE ON AGENDA 12-10-13

APPROVED ____

DOCUMENT ATTACHED : AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? Y

WHO WILL APPEAR Charles Kenworthy

Facilities Maintenance Mechanic I

Facilities Services

JOB SUMMARY

This position is responsible for assisting in the maintenance of county facilities and related systems.

ESSENTIAL JOB FUNCTIONS

- Replaces lighting ballasts and bulbs.
- Replaces or repairs security cameras.
- Maintains and repairs security door locks.
- Maintains smoke alarms.
- Troubleshoots and repairs electrical malfunctions.
- Repairs plumbing systems, including sump pumps, fountain pump motors, and landscape irrigation.
- Maintains and repairs HVAC systems.
- Repairs bathroom fixtures.
- Provides building and property access for sub-contractors.
- Delivers building supplies, bathroom and office items, interoffice memoranda, and keys.
- Maintains common work area; maintains tools and equipment.
- Able to report regularly for work and be on time.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of building maintenance policies and procedures.
- Knowledge of HVAC, plumbing and electrical system installation, repair and maintenance procedures.
- Skill in the use of hand and power tools.
- Skill in the maintenance of assigned tools and equipment.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Facilities Manager assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include county and department policies and procedures. These guidelines are generally clear and specific, but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related facilities maintenance duties. The variety of systems to be maintained contributes to the complexity of the position.
- The purpose of this position is to assist in the maintenance of county facilities. Success in this position contributes to safe and well maintained facilities.

CONTACTS

- Contacts are typically with co-workers, other county personnel, vendors, contractors, and members of the general public.
- Contacts are typically to provide services, to give or exchange information, and to resolve problems.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while intermittently sitting, standing, stooping, walking, bending or crouching. The employee frequently lifts light and heavy objects, climbs ladders and uses tools or equipment requiring a high degree of dexterity.
- The work is typically performed in an office and outdoors, occasionally in cold or inclement weather. The employee is exposed to machinery with moving parts. The work requires the use of protective devices such as masks, goggles, gloves, etc.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.
- Possession or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated.

PAY GRADE AND FLSA STATUS

- Pay Grade: 12 FLSA Status: Non-exempt
- Date Created: _____ Approved by: _____
- Date Revised: _____ Approved by: _____

JOB DESCRIPTION CERTIFICATION

I certify that I have read and understand this job description and that it is an accurate description of my work.

_____

Employee's Signature Print Name Date

I certify that I have read and understand this job description and that it is an accurate description of this employee's work.

_____

Supervisor's Signature Print Name Date

Galveston County will provide equal employment opportunity for all qualified applicants and current employees without regard to race, color, religion, ancestry or national origin, genetic information, disability, Vietnam era and disabled veteran status, age or sex (except where age or sex is a bona-fide occupational qualification), and marital status in human resources matters, including recruitment and hiring, training, promotion, salaries and other compensation, transfer and lay off or termination. In the implementation of this policy, we will actively seek persons for all job levels within the organization and outside the organization through promotions and recruitment from all races and genders. In addition to these protected categories, Galveston County complies with the anti-discrimination statutes in each of the localities in which it operates. Galveston County recognizes its duty to comply with the American with Disabilities Act and when applicable, the Rehabilitation Act of 1973. Contact the Human Resources Department with questions regarding ADA accommodations or discrimination issues at (409) 770-5418.

AGENDA ITEM #4.

TNMP

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

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

RECEIVED
NOV 21 2013
GALVESTON COUNTY JUDGE

November 18, 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
8010 EMERALD OAK DR	TEXAS CITY TX 77591	14-NOV-2013	601660
W 8002 RED OAK LN	TEXAS CITY TX 77591	14-NOV-2013	601659
8002 EMERALD OAK DR	TEXAS CITY TX 77591	12-NOV-2013	601450
EMERALD OAK DR	TEXAS CITY TX 77591	12-NOV-2013	601449
2901 WYOMING AVE	DICKINSON TX 77539	13-NOV-2013	601539
E 1260 LEAGUE CITY PKWY UNIT 800	LEAGUE CITY TX 77573	15-NOV-2013	601929

AGENDA ITEM #6.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 11/26/13	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: Yes (No)
4. Department Name: Parks & Senior Services	5. Department Contact: Julie Diaz	
6. Description: McAllis Point Preserve Plan contract using grant funds from USFWS		
7. IFAS PEID No: 715704	8. IFAS Req No:	9. Orgkey: 2962522058 / 10. Object Code: 548100
11. Vendor: Artist Boat	12. Vendor Contract No:	
13. Requested Legal Review: Yes, please make sure Legal is OK with the language in the agreement (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
McAllis Point - USFWS	2962522058	$30,000	30,000				
22. Totals:		30,000	30,000	-	-	-	-

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:		12/3/13
Purchasing Agent:		
County Legal:		

Contract listed in Budget Documentation: YES NO

County Budget Office:

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

County County Auditor:

2415 Ave K
Galveston, TX 77550
409-770-0722
www.artistboat.org
info@artistboat.org

November 21, 2013

John O. Williams, PLA
Park Planner & Natural Resources Manager
4102 Main Street (FM 519)
LaMarque, Texas 77568

Re: McCallis Point Preserve Plan – Professional Services Agreement Artist Boat

Dear Mr. Williams,

Artist Boat is very excited to work for Galveston County to develop the McCallis Point Preserve Plan. Enclosed are three copies of the following items:

1. The Professional Services Agreement, Signed by Karla Klay, Executive Director
   ARTICLE 1. WORK
   This Agreement establishes the contractual framework under which the parties consent to contract for and undertake the professional services of the proposal described in **Schedule A** (attached), revised Timeline described in **Schedule B** (attached), and Payment **Schedule C** (attached).
2. Schedule A: (Original Proposal with and old Timeline and Budget on p. 12 & 14)
   a. Appendix A: Proposal Form Signed and Dated
   b. Schedule A: Original Proposal with Appendices A, B, and C
3. Schedule B: Revised Timeline to complete work by June 30, 2014
4. Schedule C: Revised Payment Schedule to complete payment and all deliverables by July 15, 2013.

Thanks for processing the Professional Services Agreement. Please contact me at (409) 770-0722 if you have any questions. Artist Boat looks forward to beginning work and receiving the signed agreement from Galveston County.

Sincerely,

Karla Klay
Executive Director

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered between: Galveston County ("CLIENT"), with principal offices at 722 Moody 2nd Floor, Galveston, Texas 77550 and Artist Boat ("CONSULTANT"), with principal offices at 2415 Avenue K, Galveston, TX 77550.

The CLIENT and CONSULTANT mutually agree to the following:

ARTICLE 1. WORK

This Agreement establishes the contractual framework under which the parties consent to contract for and undertake the professional services of the proposal described in Schedule A (attached), revised Timeline described in Schedule B (attached), and Payment Schedule C (attached).

ARTICLE 2. TERM OF AGREEMENT

This Agreement shall begin upon the latest date of signing of the parties and shall terminate in accordance with Schedule B or Article 5.

ARTICLE 3. PAYMENT FOR SERVICES

The CLIENT will pay the CONSULTANT based on 25 percent of completed deliverables in accordance with Schedule C (attached) with the first payment down to initiate the project tasks. CLIENT will pay each invoice in accordance with Chapter 2251 of the Texas Government Code (Payment for Goods and Services). Any additional work shall require the written approval of CLIENT and CONSULTANT by amendment to Schedules A and B.

ARTICLE 4. INDEPENDENT CONTRACTOR

CONSULTANT will perform work as an independent contractor for all professional services under this Agreement. CONSULTANT is not an employee, officer or agent of the CLIENT. CONSULTANT has no power or authority to act for, represent, or bind the CLIENT in any manner. CONSULTANT is not entitled to any medical coverage, life insurance, participation in CLIENT's savings plan, or other benefits afforded to the CLIENT's regular employees.

ARTICLE 5. TERMINATION OF AGREEMENT

Either party may terminate this Agreement upon at least 30-days notice by registered or certified mail, return receipt requested, addressed to the other party. If either party terminates this Agreement, CLIENT shall only be liable for payment of fees earned as a result of work actually performed prior to the effective date of the termination. The 30-days notice shall be measured from the date the notice is received. Upon receipt of notification of termination, the CONSULTANT shall immediately discontinue all services and terminate all work. CONSULTANT shall receive compensation for all work completed prior to termination, and upon receipt of payment shall submit to CLIENT all remaining work product completed prior to termination.

ARTICLE 6. CONFLICT OF INTEREST

By the signature of the CONSULTANT to this Agreement, he or she acknowledges that all known existing conflicts of interest have been disclosed. It is further established that he or she will make disclosure in writing of any conflicts of interest that may develop subsequent to the signing of this Agreement.

CONSULTANT will treat as confidential any information provided by the CLIENT or disclosed to CONSULTANT in the course of CONSULTANT's services.

ARTICLE 7. NON-EXCLUSIVITY

The CLIENT acknowledges that this Agreement is non-exclusive, and that CONSULTANT reserves the right to perform services on similar projects for other clients. In performing such services for other clients, CONSULTANT may utilize portions of the techniques and methods utilized or developed by CONSULTANT in conjunction with its services for the CLIENT hereunder. So long as CONSULTANT complies with the restrictions on CONSULTANT set forth in the paragraph above, the CLIENT waives any right to claim ownership, or to receive a license fee or other compensation of any nature whatever, for any such product provided to another client, including, but not limited to any claim that any such material or program includes "derivative work" as defined in the United States Copyright Law. Provided, however, that CONSULTANT covenants and agrees not to disclose to any third party any proprietary data provided to it by the CLIENT pursuant to this Agreement, and Contractor covenants and agrees not to disclose to any third party any information concerning the CLIENT's business methods, marketing strategies, or the financial results of the CLIENT's operations that are disclosed to CONSULTANT in confidence, in connection with CONSULTANT's performance of its services hereunder, and constitute trade secrets of the CLIENT.

ARTICLE 8. EXECUTORS, SUCCESSORS, ADMINISTRATORS AND ASSIGNS

The CLIENT and the CONSULTANT each bind themselves and their executors, successors, administrators and assigns to the other party in respect to all the contents or covenants of the Agreement. Neither the CLIENT nor the CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

ARTICLE 9. OFFICIAL COMMUNICATIONS

Official communication and/or notice thereof regarding terms of this Agreement shall be given or delivered to the CLIENT or the CONSULTANT by personal delivery, facsimile, or deposit in U.S. mail, first class postage prepaid, or sent by an established overnight courier. The addresses shall be as follows unless said address is changed:

CLIENT:
The County of Galveston
County Judge
722 Moody 2nd Floor
Galveston, Texas 77550

The County of Galveston
Director of Parks and Senior Services
4102 Main Street (FM 519)
LaMarque, Texas 77568

CONSULTANT: Karla Klay, Executive Director

Artist Boat
2415 Avenue K
Galveston, TX 77550
713-569-0722
kklay@artistboat.org

ARTICLE 10. ENTIRE AGREEMENT AND SEVERABILITY

This Agreement (including Schedules A, B and C) constitutes the complete agreement of the parties hereto; and except as otherwise provided, cannot be modified without written agreement of the CLIENT and CONSULTANT. If any of the provisions, terms, sections, subsections, sentences, covenants, or conditions of this Agreement is held to be invalid, void or unenforceable, the remainder shall continue in full force and effect and shall not be affected, impaired, or invalid.

ARTICLE 11. GALVESTON COUNTY TITLE IV ASSURANCE CLAUSES

Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, Artist Boat, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

(a) Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

(b) Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

(d) Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract,

Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the contractor under the contract until the contractor complies, and/or
(2) cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 12. APPLICABLE LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas. The exclusive venue for any suit concerning this Agreement shall be in the State and Federal Courts sitting in Galveston County, Texas.

ARTICLE 13. NO THIRD PARTY BENEFICIARY

For the purposes of this Agreement the CLIENT and the CONSULTANT specifically agree that this Agreement only affects the parties of this Agreement and in no way affects any third party.

ARTICLE 14. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

By submission of its proposal, proposer certifies that it is not ineligible for participation in federal or state assistance program under Executive Order 12549, "Debarment and Suspension." Proposer further agrees to include this certification in all contracts between itself and any subcontractors in connection with services performed under this contract. Proposer also certifies that it shall notify Galveston County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Proposer agrees that it shall refund Galveston County for any payments made to it while ineligible.

IN WITNESS WHEREOF, the parties enter into this Agreement on the date of latest signing.

ACCEPTED, _____ DATE 4/21/2013
Karla Klay, Artist Boat

THE COUNTY OF GALVESTON

ACCEPTED, _____ DATE _____
Mark Henry, County Judge

ATTEST:

_____
Dwight Sullivan, County Clerk

APPENDIX A

MCALLIS POINT PRESERVE PLAN
GALVESTON COUNTY, TEXAS
PROPOSAL FORM

MCALLIS POINT PRESERVE PLAN
GALVESTON COUNTY, TEXAS

PROPOSAL FORM

THE FIRM OF:___ARTIST BOAT_____

Address:___2415 AVE K Galveston, TX 77590_____

FEIN (TAX ID): _____56-2394277_____

Items:	Confirmed (X):
1. References	_____
2. Addenda, if any	#1____ #2____ #3___ #4___
3. One (1) original and five (5) copies of submittal	_____
One (1) electronic version	_____
4. Proposal Form	_____
5. Vendor Qualification packet	_____
6. Debarment Certification	_____

Person to contact regarding this proposal: ____KARLA KLAY_____

Title: _EXECUTIVE DIRECTOR___ PHONE: _409 770-0722 FAX: _409 770-0712

E-mail address: _KKLAY@ARTISTBOAT.ORG_____

Name of person authorized to bind the Firm:_____Karla Klay_____

Signature: _____ Date: 4/21/2013

Title: _____Executive Direcor_____ Phone: 409-770-0722___ Fax: 409-770-0712

E-mail address: _____kklay@artistboat.org_____

SCHEDULE A

ORIGINAL PROPOSAL WITH APPENDICES A, B, C

RESPONSE TO REQUEST FOR PROPOSAL

MCALLIS POINT PRESERVE PLAN
GALVESTON COUNTY, TEXAS

Submitted to:
County of Galveston
Purchasing Agent
Rufus G. Crowder, CPPO CPPB
722 Moody Avenue, Fifth Floor
Galveston, TX 77550

Submitted by:
Karla Klay
Artist Boat
2415 Ave K
Galveston, TX 77550

23 May 2013

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1.0 STATEMENT OF QUALIFICATIONS

Artist Boat is pleased to offer our bid for the Mcallis Point Preserve Plan (RFP # B131017) to the County of Galveston, Texas. This project will result in the development of a park master plan encompassing McAllis Point, Oystermayer Bayou, and Pocket Park # 4, and will include a priority habitat improvement project on one or more of these properties.

Artist Boat is a 501 (c) (3) non-profit formed in August of 2003. The mission of the Artist Boat is to promote awareness and preservation of coastal margins and the marine environment through the disciplines of the sciences and the arts. Artist Boat has three main programs designed to accomplish this mission: 1) Eco-Art Residency Program, 2) Eco-Art Adventure Program, and 3) Habitat Restoration Program.

Since 2005, the Artist Boats' Habitat Restoration Program has restored 26.95 acres of coastal dune habitat, 10 acres of coastal prairie, and 3 acres of marsh along Follet's Island, Galveston Island and Galveston Bay through a community-based habitat restoration program. In this program, thousands of local 3rd-12th grade students, university students, and community groups such as the Texas Master Naturalists, Boy Scouts, and Surfrider Foundation have been involved in this stewardship mentoring program. All these programs have been funded and/or supported through agencies such as the Texas Parks and Wildlife Department, the U.S. Fish and Wildlife Service – Coastal Programs, Brazoria County, and the City of Galveston's Parks Board of Trustees, as well as through non-governmental organizations such as the Gulf of Mexico Foundation and the National Fish and Wildlife Foundation. Applicable coastal management projects completed by Artist Boat in the past ten years include:

1. **Gateway to the Gulf Project** funded by the Gulf of Mexico Foundation from 2007-2009. This project resulted in the restoration of 2.8 acres of coastal wetland and 3.7 acres of sand dune habitat along the Texas coast. This included the participation of 1,360 volunteers through 80 restoration events

2. **Galveston Island State Park Prairie Outreach Project** funded by the TPWD's Community Outdoor Outreach Program (COOP). This project resulted in the restoration of 10 acres of coastal dune and coastal prairie habitat at the Galveston Island State Park, involved over 1,414 volunteers through 62 restoration events, and over 10,000 plants were propagated.

3. **Brazoria County Dune Restoration Project,** funded by the USFWS Coastal Program. This project resulted in the restoration of 4.75 acres of coastal dune

habitat on Galveston and Follet's Island and involved 644 volunteers through 29 events.

4. **Galveston Island Dune Restoration Project,** funded by the TPWD COOP. This project resulted in the restoration of 12.22 acres of coastal dune and coastal prairie habitat at the Galveston Island State Park and involved 1,656 volunteers through 73 events.

In addition to the above projects, Artist Boat was recently awarded grants from the Texas General Land Office Coastal Impact Assistance Program ($3,460,398) and the Texas Parks and Wildlife Department USFWS National Coastal Wetlands Conservation Grant Program ($1,090,000) to create the Galveston Coastal Heritage Preserve, a 375 acre area of land on the West End of Galveston that will be a sanctuary for wildlife and a place for environmental educational activities. These funds will allow Artist Boat to acquire 200-260 acres to begin this process, develop a habitat management plan, public access plan, install interpretive signage, and deliver three years of Eco-Art Adventures to the community.

Artist Boat is also involved in many community committees relating to coastal preservation and education. Artist Boat serves or has served on the following committees:

1. The Galveston Bay Estuary Program (GBEP) Natural Resources Uses Group
2. The GBEP Participation and Education Committee
3. The Lone Star Recreation Area Planning Committee
4. The Galveston Island Long-Term Recovery Committee

Artist Boat has managed a 9 acre tract of land procured through mitigation on Galveston Island since 2008 assuring all aspects of the land management meet with US Army Corps of Engineers standards for permit compliance.

The combined experience of habitat restoration projects on Galveston Island, Follet's Island, and Galveston Bay, volunteer management, coordination with federal, state, and local agencies, and good working relationships with local organizations place Artist Boat at an incredible advantage with this project. Further descriptions of qualifications, including relevant staff certifications and qualifications can be found in Appendix E.

2.0 PROJECT SITE BACKGROUND

Mcallis Point, Ostermayer Bayou Preserve, and Pocket Park #4 are all located on the West end of Galveston Island (Figure 1). These three properties are one of the few large tracts of undeveloped land on Galveston Island, with a combined area of 223 acres. Other large tracts include the Galveston Island State Park (2,000 acres) and the future Galveston Coastal Heritage Preserve (375 acres). These tracts of land provide a habitat for resident and migratory species, provide flood abatement, and add to the aesthetic beauty of Galveston Island.

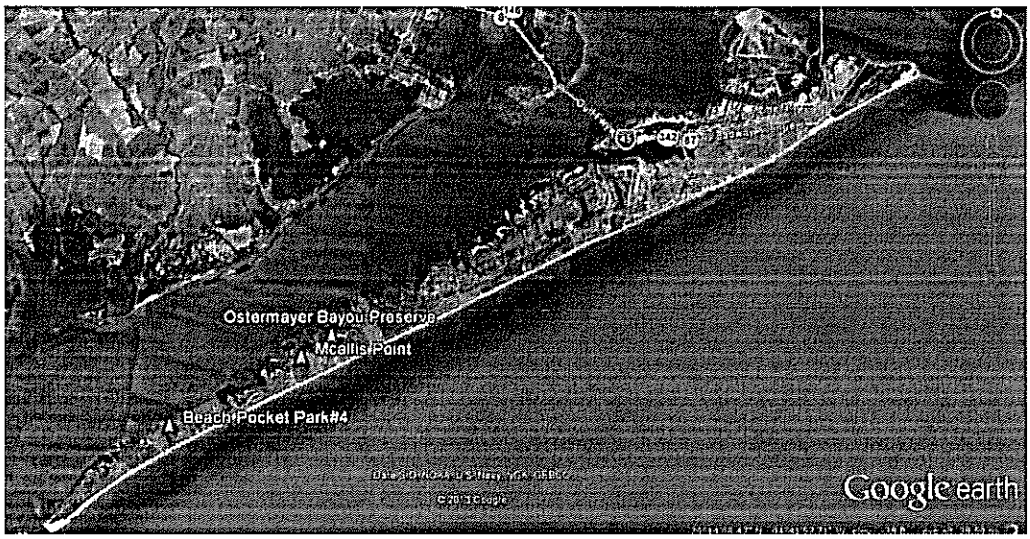


Figure 1. Location of Ostermayer Bayou Preserve, Mcallis Point, and Pocket Park #4.

2.1 McAllis Point Preserve

McAllis Point Preserve is bordered on north by Galveston Bay, the south by 71 acres of undeveloped predominately upland habitat, and the east by the Indian Beach Subdivision (Figure 1). This property is approximately 60 acres and contains coastal prairie, estuarine wetlands, and fresh water wetlands (Figure 2). In January 2006, the Trust for Public Land (TPL) signed an option agreement with the McAllis Point landowner to acquire the entire tract of land, which totaled to 200 acres, for $5 million[1]. The Trust for Public Land was able to raise $2.5 million of the $5 million dollars through funding from federal land conservation funding, the City of Galveston, and members of the community. More than half of the funding for this land acquisition came from funding from the Coastal Estuarine Land Conservation Program (CELCP) and the National Coastal Wetlands Conservation Grant Program[2]. These funding sources placed restrictions on the property, such as conservation of wetland habitats, protection of resource benefits, placement of a conservation easement, building restrictions, and identification of permitted activities on the land. This land was eventually turned over to Galveston County, who is the current owner of the property.[3]

2.2 Oystermayer Bayou Preserve

Oystermayer Bayou Preserve consists of approximately 88 acres of undeveloped coastal prairie and estuarine wetlands (Figure 2). It is bordered by Galveston Bay to the north, a 60-feet-wide right-way-from from San Luis Pass road to the southern edge of the bayou to the south, and Indian Beach to the west (Figure 1). This property was also bought by TPL and conveyed to Galveston County Parks and Senior Services[4].

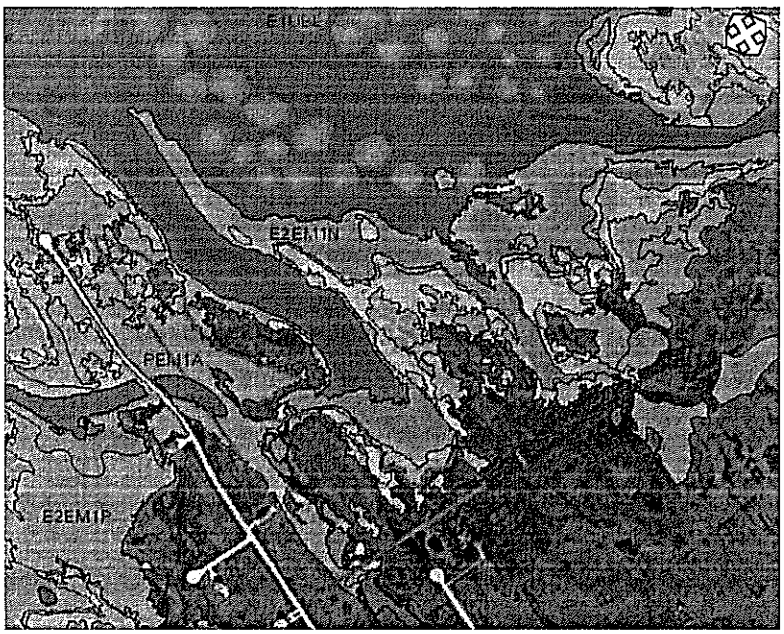
PEM1A: Palustrine, Emergent, Persistent, Temporarily Flooded

E2EM1P: Estuarine, Intertidal, Emergent, Persistent, Irregularly Flooded

E2EM1N: Estuarine, Intertidal, Emergent, Persistent, Regularly Flooded

E2USP: Estuarine, Intertidal Unconsolidated Shore

Figure 2. Approximate McAllis Point Property line and National Wetland Inventory habitat classifications.



PEM1A: Palustrine, Emergent, Persistent, Temporarily Flooded

E2EM1N: Estuarine, Intertidal, Emergent, Persistent, Regularly Flooded

Figure 3. Approximate outline of Ostermayer Bayou Preserve property and National Wetland Inventory habitat classifications.

2.3 Pocket Park #4

Pocket Park # 4 consists of approximately 75 acres of undeveloped land containing beach, sand dune swale complex, coastal prairie, and estuarine wetlands on west Galveston Island (Figure 4). The Galveston County owned Beach Pocket Park is located on the eastern border of Bay Harbor Subdivision (Figure 1).

PEM1A: Palustrine, Emergent, Persistent, Temporarily Flooded

E2EM1N: Estuarine, Intertidal, Emergent, Persistent, Regularly Flooded

E2USP: Estuarine, Unconsolidated Bottom, Irregularly Flooded

Figure 4. Approximate boundaries of Galveston Beach Pocket #4 and National Wetland Inventory habitat classifications

3.0 PROJECT TASKS

The two main tasks for this project would be: 1) development of a park master plan that encompasses all three properties, and 2) implementation of a priority habitat improvement project on one or more of these properties. The park master plan or priority project will align with the *Draft Management Plan for the Mcallis Point Preserve, Ostermeyer Tract, and Pocket Park #4, Galveston, TX.* In this plan, three management objectives are outlined[5]:

1. To permanently protect, manage, enhance, and restore the ecological functions and values associated with the coastal and estuarine wetlands and coastal prairie;

2. To maintain native woodlot, coastal prairie, and freshwater habitat and buffers for neotropical migrant songbirds, migratory and resident grassland birds, wading and shorebirds, waterfowl, reptiles, amphibians, and small native animals;

3. To provide low impact recreational opportunities that will enhance the appreciation of the natural resources of this site, similar sites, and other habitats along the Texas Coast.

3.1 Park Master Plan

The park master plan will include the following:

1. An inventory of plant and animal species (including endangered and invasive species) and a map showing habitat areas within each property.

2. A priority list and cost estimates for habitat improvement projects over the next five years.

3. Identification, mapping, conceptual designs, cost estimates, management strategies, and a five year implementation timeline of areas suitable for low impact recreational amenity development, which will include restrooms, access roads, parking areas, trails and boardwalks, and interpretation sites.

We will work closely with Galveston County and U.S. Fish and Wildlife Service (USFWS) staff during the development of this plan to ensure that it meets the project objectives outlined in the *Draft Management Plan for the Mcallis Point Preserve, Ostermeyer Tract, and Pocket Park #4, Galveston, TX*, that information is accurate, and that management strategies are realistic. In addition, the site inventory and management strategies will be reviewed by USFWS and Texas Parks and Wildlife (TPWD) coastal biologists prior to submission to Galveston County.

3.2 Priority Habitat Improvement Project

Based on the results of the plant and animal survey, a priority project will be developed. This priority project may include:

1. Habitat restoration (wetland, coastal prairie, coastal sand dune, or oak motte)
2. Invasive species removal
3. Creation of nesting habitat
4. Removal of shrub/scrub tree
5. Habitat demonstration area

3.3 Project Deliverables

Project deliverables will include the following:

1. Three hard color copies of the Park Master Plan and electronic files in Microsoft Word. The electronic files will include copies of all digital photos and images saved as jpeg or pdf files. The Park Master Plan will contain a review and approval section with signatures from USFWS and TPWD Coastal Biologists as well as the Galveston County Parks and Senior Services Assistant Director.

2. One 24''x36'' or larger framed and backed, color, Park Master Plan map, which shows all three properties and general amenity and habitat locations. Additionally, an electronic copy of the map will be included in a pdf format.

3. An electronic template for an interpretive flier, which outlines areas and information regarding endangered, rare, and/or critical habitat and species. Additionally, this flier will contain a general site orientation map for all three properties.

4. Electronic copies of all marketing materials developed for the volunteer conservation project in Microsoft Word of pdf format.

5. Implementation and delivery of one priority project vetted by a volunteer committee of community members, agency staff, and Galveston County staff.

4.0 WORK PLAN

4.1 Park Master Plan

The park master plan will consist of an inventory of plant and animal species with a map showing the habitat areas for each site. Habitat identification of the sites would serve as a baseline to determine the priorities for habitat improvements, primarily through restoration efforts, which would continue over a five-year period. Areas for recreational amenity development and infrastructure development will be identified and mapped for each property with a focus on low impact to the environment. These amenities would be limited to access roads, parking areas, trails and boardwalks, covered pavilions and picnic tables, restrooms, and interpretive sites to maintain the focus on the natural ecosystems. The park master plan would also provide cost estimates for amenity development and infrastructure improvements as well as an implementation strategy for the next five years.

4.1.1 Plant and Animal Inventory

The plant and animal inventory will provide a concrete foundation for the existing site conditions and based on these conditions would reveal opportunities for the type and extent of habitat improvements needed. The plant inventory would involve developing transects, or evenly distributed lines across each property, and recording plant species at set intervals along those transects. Each transect and sample point will be recorded with a GPS unit and stored in a database to ensure that the same sample points can be found in the future. The collected data will then be entered into a mapping program such as Surfer 12 or Arc Map to create a map showing the habitat areas at each property. Research will be performed prior to development of transects to determine the proper spacing and intervals suitable for each property. This plant inventory will identify the ratio of native species vs. invasive species, determine species diversity, and gauge the overall health of each property. Through this inventory, areas of concern or disturbed areas can be noted, which can be used for the priority project and/or to develop a priority list for habitat improvement projects over the next five years. Additionally, critical habitat can be identified so that developments in these areas can be avoided.

The plant survey would determine the natural boundaries of beach and dune ecosystems, coastal prairie, freshwater swales, and estuarine wetlands based on identifying markers such as hydrology, plant species, and soil science. Wetland delineations would be required to accurately identify the presence of fresh and saltwater wetlands as well as any hydrological connections that would be under the jurisdiction and regulated by the U.S. Army Corps of Engineers (USACE). This information would be referenced during the site plans and design for any development on all sites. Approved USACE wetland delineation techniques will be used for the wetland delineation.

The animal inventory will identify the type and quantity of wildlife present at each property through direct observation (i.e. bird counts), habitat observation such as the presence of scat, nests, burrows, or other signs of animal activity, and a literature review. The presence of noxious or invasive animals (i.e. fire ants), endangered species, or otherwise beneficial species (i.e. Sandhill Cranes as a tourist attraction) will be documented and action plans for removal, protection, or habitat enhancement will be recommended for the five year management plan.

4.1.2 Habitat Improvement Projects

The plant and animal inventory will provide the baseline data necessary to determine a priority list and cost assessment for habitat improvement projects over the next five years. It will allow for areas of concern to be identified, such as areas with high noxious animal species, areas with significant disturbance due to natural or anthropogenic causes, areas with significantly high erosion rates, and/or areas with abundant populations of invasive plant species. These areas would become a priority for habitat improvements and would be the first to implement restoration activities since they pose the greatest threat to healthier ecosystems on the tract and could create significant problems during the implementation of the project over the next five years. Additionally, habitats identified by USFWS and TPWD coastal biologists as high priority will be given preference when choosing the priority list. The primary method of habitat improvement projects would

most likely be through the restoration of these habitats by planting native plants species and the removal of noxious or invasive species. However, the habitat assessment could identify other measures, such as shredding, mowing, burning, habitat protection projects, or habitat creation as methods for habitat improvement. A careful review of the habitat map and plant and animal inventory data will allow Artist Boat biologists, in partnership with USFWS and TPWD coastal biologists, to determine the total area and type of habitat restoration needed. Once this is determined, the materials, quantities, methods, and timelines can be estimated.

4.1.3 Recreational Amenity Development

The habitat map will also prove to be a useful tool in the development of recreational amenities such as boardwalks, trails, kayak launches, restrooms, access roads, parking areas, and interpretive sites. Non-critical habitat, non-wetland habitat, or already disturbed habitat will have the highest priority for recreational amenity development. Areas with sensitive wildlife observed (i.e. nesting sites for endangered species) will be completely avoided in the development of recreational amenities to avoid disturbances.

Recreational amenities will focus on low-impact developments so that the natural beauty of the area is not impacted. Amenities that promote nature viewing, wildlife viewing, hiking, biking, kayaking, and environmental education will be given the highest preference in the development of these amenities. Durable, eco-friendly materials will be recommended. Local businesses and/or historically underrepresented businesses (HUD's) will be proposed for acquisition of construction materials or construction. Efforts will also be made to utilize existing infrastructure, areas higher in elevation to avoid frequent flooding or the avoidance of raising trails, and designs that have low-cost design and maintenance. Additionally, efforts will be made to connect the amenities in a way that makes park maintenance as easy as possible, thereby reducing maintenance costs. All designs will conform to Americans with Disabilities (ADA) standards, Texas Accessibility Standards (TAS) Texas Department of Transportation (TXDOT) and all applicable City of Galveston building codes. Additionally, all designs will be in alignment with the *Draft Management Plan for the Mcallis Point Preserve, Ostermeyer Tract, and Pocket Park #4, Galveston, TX* and any other property specifications.

Artist Boat will make efforts to partner with university students and local volunteers for the design, creation and maintenance of these amenities. We plan to partner with a local university to provide an intern in the field of landscape architecture to aid in the conceptual design of the recreational amenities. With the assistance of Artist Boat staff, the selected student can help to identify the types of recreational amenities, potential locations, and low-impact eco-friendly designs and materials.

We will also communicate with volunteer groups such as the Boy Scouts, Surfrider Foundation, and the West Galveston Island Property Owners Association about this plan so that when construction phases are ready to commence, there will be a volunteer base to help with activities such as boardwalk and trail creation, installation of interpretive signs,

educational tours, and supplementary park maintenance activities such as collection of recycle material and monofilament line.

Cost estimates for the project design will be determined during the development of these amenities, and preference will be given to materials and methods (such as volunteer recruitment) that aid in cost reductions. A realistic, cost-effective design will be proposed and a five-year implementation strategy will be included.

4.2 Priority Habitat Improvement Project

The habitat map created from the plant and animal inventory will allow for a priority habitat improvement area to be identified. This project may include:

1. Habitat restoration or creation (wetland, prairie, coastal sand dune, or oak motte)
2. Invasive species removal
3. Creation of nesting habitat
4. Removal of shrub/scrub tree
5. Habitat demonstration area

Design of the priority habitat improvement project will be performed by a volunteer habitat committee. This committee will be composed of wildlife experts, local agency staff (USFWS, TPWD, NOAA, GLO, etc.), university students and professors, and other local environmental non-profit members (Surfrider Foundation, Galveston Island Nature Tourism Council, Audubon Society, Galveston County Master Naturalists, etc.). This committee will convene prior to the project presentation date to Galveston County to draft the plan. The committee will review the habitat map, plant and animal inventories, and utilize their expert knowledge to determine the habitat and specific area in most need of a habitat improvement project. Artist Boat will serve as the coordinating agency for these meetings, facilitating a meeting place, agenda, and documentation of meeting minutes. Artist Boat will also aid in choosing a realistic, cost-effective habitat improvement project that aligns with established plans for the properties and West end of Galveston. This will include alignment with the *Draft Management Plan for the Mcallis Point Preserve, Ostermeyer Tract, and Pocket Park #4, Galveston, TX,* the *West Galveston Island Greenprint for Growth,* the *City of Galveston Long-Term Community Recovery Plan,* and any other relevant plans. Additionally, Artist Boat will assist with permit acquisition (if necessary), volunteer recruitment, volunteer management, and provide materials (plants, shovels, gloves, trailer, shade canopy, water, etc.) necessary to implement the habitat improvement project.

4.3 Marketing Strategies

A good portion of this project's success will rely on the ability to effectively market it to the public so that community support and use can be ensured. An interpretive flier showing the locations of these properties as well as critical habitats that contain rare or endangered species will be created after the plant and animal inventories are completed. A plan for marketing this interpretive flier will be created that includes distribution by Artist Boat to partner schools, relevant organizations, distribution at willing businesses and tourist information centers, and social media sites. All contacts made during the habitat improvement project will also be recorded for future flier distribution.

4.4 Materials

Through the Habitat Restoration Program, Artist Boat has acquired habitat restoration materials that will be useful to this project. Table 1 outlines current equipment and approximate quantities.

Table 1. Current Artist Boat Habitat Restoration Program Materials

Item	Approximate Quantity	Description
Dibbles	25	Pointy shovel used for dune and marsh restoration
Shovels	25	Used for coastal prairie habitat restoration, or for invasive species removal
Gloves	100	Protection from insects, debris, and stickers
Buckets (25gal)	15	Used to water plants in the field
Covered trailer	1	Transportation of restoration materials
Shade canopy	1	Provides a refuge from the sun and water station
5 gal water jugs	2	Provides a waste-reducing method for water for volunteers
1 gal pots	100	Used for growing native plant species

4.5 Project Timeline

Table 2 below shows the expected completion dates for each task and subtask, assuming a starting date of ~~June 15, 2013~~ November 25, 2013.

APPENDIX B

PROPOSAL FORM AND LETTERS OF REFERENCE

MCALLIS POINT PRESERVE PLAN
GALVESTON COUNTY, TEXAS
PROPOSAL FORM

References:

Please submit at least three (3) public references including name of organization, the name and title of the contact person and telephone number for contact person, and brief description of the services provided.

1. Firm Name: Galveston Park Board of Trustees
Contac:t Kelly de Schaun
Title: Executive Director E-mail kdeschaun@galvestonparkboard.org
Mailing Address 601 Tremont – P.O. Box 1080, Galveston Island, Texas 77550
Phone 409-797-5000 Fax 409-762-8911
Description Contractual Services for Seawall Beautification and Beach Enhancement Pilot Project in 2013, Partnership for The Upper Texas Coastal Dune Habitat Restoration and Outreach Program 2011-2012.

2. Firm Name Texas Parks and Wildlife Department – Galveston Island State Park
Contact Trey Goodman
Title Superintendent E-mail Trey.Goodman@tpwd.state.tx.us
Mailing Address 14901 San Louis Pass Termini Road, Galveston, Texas 77554
Phone 409-737-122 Fax None
Description Artist Boat provided dune restoration, prairie restoration, and interpretive signage services to Galveston Island State Park through TPWD Community Outdoor Outreach Program grant ($100,000 total) through the Galveston Island State Park Prairie Outreach Project 2009-2010 and the Galveston County and State Park Community Dune Stewardship Program 2011-2012.

3. Firm Name Brazoria County Parks Department
Contact Richard Hurd
Title Parks Director E-mail rhurd@brazoria-county.com
Mailing Address 313 West Mulberry, Angleton, Texas 77515
Phone 979-864-1541 Fax 979-849-2693
Description Artist Boat provided dune restoration to the Brazoria County Parks Department through two grants from National Fish and Wildlife Foundation and US Fish and Wildlife Department Coastal Program ($90,000) through the Upper Texas Coastal Dune Habitat Restoration and Outreach Program in 2011-2012 restoring 11.4 acres of dunes on Follet's Island. Additionally, interpretive signage was provided to promote proper behavior by people towards the dunes and endangered species.

BRAZORIA COUNTY PARKS DEPARTMENT

May 18, 2013

County of Galveston
Rufus G. Crowder
722 Moody Fifth Floor
Galveston, TX 77550

RE: Artist Boat Letter of Reference – RFP #B131017 McAllis Point Preserve Plan

Mr. Crowder,

The County of Brazoria Parks Department was a proud partner with Artist Boat in The Upper Texas Coastal Dune Habitat Restoration and Outreach Program in 2011-2012. This program resulted in the total restoration of 11.4 acres of dune habitat on Follett's Island and 10.5 acres of dune habitat on Galveston Island through educational outreach stewardship programs involving local Galveston Independent School System students' grades 3rd – 12th grade. This restoration project helped to improve dune and beach ecosystems for both wildlife and visitors.

Artist Boat's mission dedicated to promoting awareness and preservation of coastal margins and the marine environment through the disciplines of the arts and sciences aligns with Brazoria County Parks Departments' mission to support social, environmental, and economic well-being. Please consider the Artist Boat proposal and assure continued restoration of Galveston County coastal resources.

Our partnership working with the Artist Boat organization on this grant was extremely positive. They allowed us to leverage other grant dollars and expand the area we were able to impact.

Sincerely,

Richard Hurd
Parks Director

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Lufkin

Lee M. Bass
Chairman-Emeritus
Fort Worth

Carter P. Smith
Executive Director

May 18, 2013

County of Galveston
Rufus G. Crowder
722 Moody. Fifth Floor
Galveston, TX 77550

RE: Artist Boat Letter of Reference – RFP #B131017 McAllis Point Preserve Plan

Mr. Crowder,

Texas Parks and Wildlife Department was a proud partner with Artist Boat in The Galveston Island State Park Prairie Outreach Project in 2009-2010 and The Galveston County and State Park Community Dune Stewardship Program in 2011-2012. These programs resulted in the total restoration of 10 acres of coastal prairie habitat and 7.75 acres of dune habitat through educational outreach stewardship programs involving local Galveston Independent School System students' grades 3rd – 12th grade. These restoration projects help to improve Galveston Island State Parks coastal prairie, dune and beach ecosystems for both wildlife and visitors.

It has been a privilege for me to work alongside Artist Boat staff in helping the Galveston Island State Park recover from the damage caused by Hurricane Ike. In addition to their outstanding abilities to recruit and organize volunteers for large projects, they are gifted with the ability to turn their coastal resource projects into teaching opportunities for young and old alike. Education is the key to the future survival of coastal habitats and the people at Artist Boat do it well.

Artist Boat's mission is dedicated to promoting awareness and preservation of coastal margins and the marine environment through the disciplines of the arts and sciences and aligns well with the Texas Parks and Wildlife Department mission to manage and conserve the natural and cultural resources of Texas for the use and enjoyment of present and future generations. Please consider the Artist Boat proposal and assure continued restoration of Galveston County coastal resources.

Sincerely,

Trey Goodman, Superintendent
Galveston Island State Park

4200 SMITH SCHOOL ROAD
AUSTIN, TEXAS 78744-3291
512.389.4800
www.tpwd.state.tx.us

To manage and conserve the natural and cultural resources of Texas and to provide hunting, fishing and outdoor recreation opportunities for the use and enjoyment of present and future generations.

GALVESTON
PARK BOARD OF TRUSTEES

601 Tremont – P. O. Box 1080
Galveston Island, Texas 77550
(Phone) 409-797-5000
(Toll Free) 1-888-GAL-ISLE
(Fax) 409-762-8911
www.galvestonparkboard.org

May 22, 2013

Rufus G. Crowder
County of Galveston
722 Moody, Fifth Floor
Galveston, TX 77550

RE: Artist Boat Letter of Reference – RFP #B131017 McAllis Point Preserve Plan

Dear Mr. Crowder,

The Park Board of Trustees of the City of Galveston was a proud partner with Artist Boat in The Upper Texas Coastal Dune Habitat Restoration and Outreach Program in 2011-2012 and the Seawall Beautification and Beach Enhancement Pilot Project in 2013.

The Upper Texas Coastal Dune Habitat Restoration and Outreach Program resulted in the total restoration of 11.4 acres of dune habitat on Follet's Island and 10.5 acres of dune habitat on Galveston Island through educational outreach stewardship programs involving local Galveston Independent School System students' grades 3rd – 12th grade. This restoration project helped to improve dune and beach ecosystems for both wildlife and visitors at Beach Pocket Park # 2 and Beach Pocket Park # 3. The aforementioned Beach Parks are managed by the Galveston Park Board of Trustees.

The Seawall Beautification and Beach Enhancement Pilot Project is an initiative of the Park Board, who actively sought a partnership with the Artist Boat to conduct educational and volunteer outreach. This project resulted in the planting of 15,000 native dune plants along Seawall Boulevard to enhance and beautify the beach as well as trap eroding sand.

Artist Boat's mission is dedicated to promoting awareness and preservation of coastal margins and the marine environment through the disciplines of the arts and sciences aligns with Galveston's Park Board of Trustees' mission to support social, environmental, and economic well-being. Please consider the Artist Boat proposal and assure continued restoration of Galveston County coastal resources.

Sincerely,

Kelly de Schaun
Executive Director
Galveston Park Board of Trustees

APPENDIX C

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY

County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELGIBILITY

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: RFP #B131017

Solicitation Title: McAllis Point Preserve Plan

Contractor hereby CERTIFIES that:

Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Contractor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Contractor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; and

Contractor shall notify Galveston County in writing immediately, through written notification to the Galveston County Purchasing Agent, if Contractor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Galveston County.

Contractor **Represents** and **Warrants** that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.

Artist Boat
Name of Business

5/22/2013
Date

By:
Signature

Karla Klay, Executive Director
Printed Name & Title

SCHEDULE B

PROJECT TIMELINE

Schedule B: Project Timeline
McAllis Point Preserve Plan

Tasks	Sub-Tasks	Completion Date
Park Master Plan		30-Jun-2014
	Plant/Animal species inventory	3-Feb-2014
	Wetland Delineation	3-Feb-2014
	Habitat Mapping	17-Apr-2014
	Mgmt. Strategies/Habitat Development Timelines	30-Jun-2014
	Conceptual designs for recreational amenities/cost estimates	30-Jun-2014
	5 -year Implementation Strategy	30-Jun-2014
Priority Habitat Improvement Project	Finalization of Volunteer committee	3-Feb-2014
	Completion of volunteer committee meetings and priority plan	2-May-2014
	Presentation of project to Galveston County	2-May-2014
	Priority Habitat Improvement Project	30-Jun-2014
Deliverables	3 color copies of Park Master Plan	30-Jun-2014
	Park Master Plan map	30-Jun-2014
	Electronic template for interpretive flier	30-Jun-2014
	Volunteer project marketing materials	30-Jun-2014

SCHEDULE C

MCALLIS POINT PAYMENT SCHEDULE

Schedule C:
McAllis Point Payment Schedule

Payment Schedule	Tasks	Completion Date	Payment Due
First 25% Payment ($7,500.00)	First Payment- Initiation of Project Tasks	Start Date November 25, 2013	December 15, 2013
Second 25% Payment ($7,500.00)	Plant/Animal Species Inventory, Wetland Delineation, and Finalization of Volunteer committee	February 3, 2014	February 17, 2014
Third 25% Payment ($7,500.00)	Habitat Mapping, Completion of Volunteer committee meeting snad priority plan,and Presentation of project to Galveston County	May 1, 2014	May 16, 2014
Final 25% Payment ($7,500.00)	Mgmt. Strategies/Habitat Development Timelines, Conceptual designs for recreational amenities/cost estimates, 5 -year Implementation Strategy, Priority Habitat Improvement Project, 3 color copies of Park Master Plan, Park Master Plan Map, Electronic template for interpretive flier, and Volunteer project marketing materials	June 30, 2014	July 15, 2014

CC 12/10

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 11/26/13	2. Contract Type: Expense Revenue Other	3. Renewal Contract: Yes No
4. Department Name: Parks & Senior Services	5. Department Contact: Julie Diaz	
6. Description: McAllis Point Preserve Plan contract using grant funds from USFWS		
7. IFAS PEID No: 715704	8. IFAS Req No:	9. Orgkey: 2962522058 / 10. Object Code: 548100
11. Vendor: Artist Boat	12. Vendor Contract No:	
13. Requested Legal Review: Yes, please make sure Legal is OK with the language in the agreement 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
McAllis Point - USFWS	2962522058	$30,000	30,000				
22. Totals:		30,000	30,000	-	-	-	-

To Be Completed By Purchasing Department

(cc Date) Contract Start Date: 7/24/13	Auto Renewal Contract: Yes / No	Bid No: B131017
Contract End Date: 06/30/14	Contract # Issued By Purchasing: CM13182	

Approved By:	Signature	Date
Department Head:	[signature]	12/3/13
Assistant Purchasing Agent:	[signature], CPPB	12/4/2013
County Legal:	[signature]	12/04/2013

Contract listed in Budget Documentation: YES NO

for County Budget Office: [signature] 12/04/2013

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

County County Auditor: [signature] 12/4/13

AGENDA ITEM #7.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 11/13/2013	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: (Yes) No
4. Department Name: Information Technology	5. Department Contact: JJ Allen	
6. Description: End user Online CBT training.		
7. IFAS PEID No: 711010	8. IFAS Req No:	9. Orgkey: 1101159106 / 10. Object Code: 5481000
11. Vendor: KeenSkills Inc. DBA QuickCert	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
Contract Service	5481000	$40,000.00	$7,210.00				
22. Totals:		$40,000.00	$7,210.00	-	-	-	-

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: CM14085	

3 yr agreement starts Date of Purchase

Approved By:	Signature	Date
Department Head:	Matt Votaw	11-18-13
Purchasing Agent:		11-26-13
County Legal:		12/04/2013

Contract listed in Budget Documentation: YES (NO)

County Budget Office:	Jennifer Yount	12/4/2013

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

County County Auditor:		12/4/13

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY Date : 14-Nov-2013

Deliver To : INFORMATION TECHNOLOGY Date Required : 15-Nov-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	TRAINING- 3 YEAR RENEWAL OF CBT TRAINING	$ 7,210.00	$ 7,210.00			
		STARTING ON THE DATE OF PURCHASE					
		VAILD FOR 3 YEARS AND INCLUDES:					
		MICROSOFT WINDOWS 7					
		MICROSOFT OFFICE 2010					
		TOTAL		*$ 7,210.00*			
		REQUESTED BY: JELEAN ELEMENTO					
		FOR: END USER ONLINE CBT TRAINING					

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 : 11011591065481000

CR#

Suggested Vendor : KEENSKILLS INC DBA QUICKCERT

Vendors Contacted:

#1 _____

#2 _____

#3 _____

I have this date order the above material or services from Vendor Number : 711010

Quotations obtained by:

☐ Sealed Bids Contract

☐ Verbal Quotation Agreed Price

Purchase Order No _____

Date ordered: _____ 20 _____

PURCHASING AGENT

INFORMATION
TECHNOLOGY

5WH–END USER ONLINE CBT TRAINING

What: End User Online CBT Training

Who: County wide

Where: County of Galveston

When: 3 years

Why: Information Technology is conducting a desktop refresh County wide. We are upgrading from Windows XP to Windows 7 and upgrading from Microsoft Office 2003 /2007 to Microsoft Office 2010. Would like to provide self paced online training for Windows 7 and Microsoft 2010 for our end users.

How: Information Technology will provide a user name and password with a link to access the online courses.

	Item	Qty	Unit $	Total $
Planned Costs:	Online Training	1200 licenses		$7,2010.00

Charge to:

Submitted by: Jelean Elemento **Date:** 11-21-13

Approved by: _____ **Date:** _____

IT Director / Assistant IT Director

Elemento, Jelean

From: Elemento, Jelean
Sent: Monday, November 18, 2013 4:59 PM
Cc: Michaels, Lauren
Subject: Quote CBT Training

Good afternoon,

Purchasing has kicked back all quotes. Can you please revise your quote with the following information:

- 3 years- from purchase date
- Online training for up to 1,200 users
- For Win 7/ MS Office 2010
- Please include terms and conditions

For any further questions, please feel free to contact me. Thank you.

Jelean Elemento
County of Galveston Information Technology Dept.
722 Moody Galveston, TX 77550
Work |409.766.2348
Fax | 409.765.3259
Jelean.Elemento@co.galveston.tx.us

QuickCert

Quote

Quote prepared by: Howie Espenshied 770-200-2541

Remit to: QuickCert
c/o Helayna Haney
9400 SW Barnes Rd Ste 400
Portland, OR 97725

Quote Date: 11/19/2013

TO

Jelean Elemento
County of Galveston
jelean.elemento@co.galveston.tx.us

SALESPERSON	EXT	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	QUOTE DATE	DUE DATE
Howie Espenshied		Online	Online	TBD	net 30	11/19/2013	TBD

QTY	ITEM #	DESCRIPTION	Unit Price	LINE TOTAL
1	elearning	Win7 & Microsoft 2010 online training	$7,210.00	$ 7,210.00
				$ -
				$ -
				$ -
				$ -

Training Description	DISCOUNT	
Full 3 year access from purchase date	SUBTOTAL	$7,210

Total includes up to 1200 users $ 7,210.00

THANK YOU FOR YOUR BUSINESS!

Specialized Solutions®

Proposal to

Galveston County

Prepared by:
Quickcert
November 5, 2013
By
Richard Allen

Specialized Solutions®

Learning Management System

Keenskills Inc. d/b/a
Specialized Solutions
9400 SW Barnes Blvd Ste 400
Portland, Oregon 97725

Contact: Rich Allen
512-784-2196
Federal ID # 59-3670988

Galveston County

About Specialized Solutions

Specialized Solutions is celebrating its 17th year of providing our customers with quality training materials and cost effective technology-based training solutions. Our products include software, CD-ROMs, web-based training, study guides and professional certification programs. In our thirteen short years, we have experienced phenomenal growth, evolving from a one-room office, to two buildings complete with a fully functioning digital production studio. Much of our success can be attributed to our employee's dedication and principles to foster high levels of professional competence and business ethics personally and throughout the industry.

Specialized Solutions was one of the first training companies to offer self-study, classroom, and online training solutions for persons interested in obtaining their professional certifications. The Specialized Solutions training programs utilize several learning techniques to address an individual's learning style through SAVI concepts. SAVI concepts are the assessment of learning styles based on the Somatic (learning by doing), Auditory (learning by hearing), Visual (learning by seeing), and Intellectual (learning by thinking) techniques.

Since its inception, Specialized Solutions has earned a great deal of success including being named One of Florida's Fastest Growing Businesses as well as a special commendation from Governor Jeb Bush. Specialized Solutions has also developed strong partnerships with organizations such as Microsoft and CompTIA (Computing Technology Industry Association).

Included Training Courses

With an extensive number of course titles streamlining workplace education and training happens almost immediately. Specialized Solutions provides superior training-on-demand at an extremely affordable price.

Below is a list of training titles, which will be delivered on the LMS:

3-year unlimited access to all courses

Includes all Comp Tia, Microsoft, CISCO, General IT, and emphasis on Windows 7 and Microsoft Office 2010

Pricing Options

Product Description	Price
3-year Unlimited User to training library with free upgrades	$7,210
Private Labeled University	Included
After 3 years each additional year at a 50% discount	
3 – year Educational and Technical support	Included

Pricing is valid through December 31st 2013.
FOB: Portland Oregon
All pricing is quoted in US Dollars

Acceptance

I understand and accept the terms and conditions of this proposal. I also understand that the product and service rates included in this proposal are customized or Galveston County and are nontransferable.

Specialized Solutions INC	**Galveston County**
12/4/2013	
Date	Date
Howie Espenshied	
Howie Espenshied	Authorized Signature
	Mark A. Henry
	Print Name
	County Judge
	Title

ATTEST:

Dwight Sullivan
County Clerk

3 Year - E-Learning Proposal

Prepared for:

Galveston County

Tom Gray
tgray@nhhouston.com
713-358-6655

New Horizons®
Computer Learning Centers
CHOOSE. LEARN. SUCCEED.

Statement of Confidentiality

The contents of this proposal are proprietary and confidential and are not to be copied, duplicated or distributed in any manner without the expressed written consent of New Horizons Computer Learning Centers, Inc.

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Confidential and Proprietary

Ms. Elemento & Mr. Votaw

Thank you for the opportunity to work with you on this project. As we discussed, we appreciate you considering choosing us as a training partner. I promise to provide the best service I can to make your employee development programs run as smoothly as possible.

The solution provided here is a full service solution that includes a lot more than just the courseware, with this option the student would not only get over 200 courses, but mentoring, practice labs and access to the related Books 24/7 performance support resources- this is listed and explained in detail in the attached brochure and spreadsheet. We have also included our IT & Desktop Video series with this package for free. The courseware piece of this bundle includes both the 2010 Office Suite and the 3 courses for Windows 7.

Let me know if you have any questions on this quote. Thanks and I look forward to working with you further!

Thank you,

Tom Gray

Sr. Account Executive | New Horizons Computer Learning Center of Houston

P: 713 358 6655 | F: 713.552.0632 | C: 713.834.2285

tgray@nhhouston.com | www.nhcomputerlearning.com

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The New Horizons Learning Solution

With 300 centers in 60 countries, New Horizons is the world's largest independent computer training company (IDC 2006). We offer Galveston County an unparalleled combination of delivery methods supported by products and services that assess, reinforce, support and validate the transfer of knowledge and skills to the job. Our breadth of offerings, global presence and flexible delivery options has led us to train over 25 million students in the last 30 years.

As experts in creating learning programs for adult workers, New Horizons helps thousands of customers achieve better business results through training every year. We do more than just deliver top quality training. We use powerful assessment, measurement, tracking, and reporting tools to verify you get the full benefit from your training investment. Our customer-focused learning choices in multiple formats and delivery methods, offer Galveston County top-quality training that is tailored to meet your specific needs.

As an industry leader in learning strategies and technologies, New Horizons has maximized knowledge transfer and on-the-job retention for hundreds of thousands of employees throughout the corporate and government sectors. From small businesses to enterprise-level industries, our training programs, course content, instructors, and facilities consistently out-perform benchmark peer IT training companies as verified by an independent learning metrics firm.

We look forward to forming an ongoing strategic learning partnership with Galveston County.

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Confidential and Proprietary

ORDER ACKNOWLEDGEMENT

This agreement confirms request for the items or services listed below for Galveston County

to be delivered by New Horizons Computer Learning Center of Houston at the listed cost.

Please execute this agreement and return to your AE, Tom Gray, via email at: tgray@nhhouston.com or fax to: 713-552-0632

Qty	Item (s)	Location	Student / Contact	Date (s)	Cost
1200	Win 7 / MS Office 2010 online anytime content	Online – Self-paced	Jelean Elemento / Matt Votaw	3 years from date of purchase	$15.42 ea.
	Sales Tax: (if applicable)				
				TOTAL:	$18,500.00

- 3 years - from purchase date
- Online training for up to 1,200 users
- For Win 7 / MS Office 2010
- terms and conditions are found below

New Horizons CLC and Client Agreement:

The client understands this form is an agreement between New Horizons and Company. By signing this agreement, Company authorizes New Horizons to invoice for the above items and agrees to payment upon receipt. Email responses agreeing to the order details and payment terms will be considered a signed document. This agreement confirms that signer has read and agreed to comply with the "Enrollment Policies" information located at http://www.nhcomputerlearning.com/oa, and is a qualified signature for Company. Terms: Any discounts are void if portions of the above training are cancelled. New Horizons guarantees only those services set forth in this agreement. Verbal agreements will not be honored without written confirmation on the date of purchase from a New Horizons representative.

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Confidential and Proprietary

By ELECTRONIC SIGNATURE, or physical signature below, I acknowledge that I agree to New Horizons terms and conditions. *(Email responses with the acknowledgement in the body will also serve as a signed document.)*

Name: Mark A. Henry, County Judge – Galveston County, TX

Date:

X_____

Name: Attest - Dwight Sullivan, County Clerk – Galveston County, TX

Date:

X_____

Payment
Payment or PO# is due prior to class.
Please invoice now and I will pay with credit card. You will receive an email with the Hyperlink to the secure payment website in order to make your Credit Card payment.
Please invoice now. I agree to payment upon receipt.

P.O. #: (Please include copy of company purchase order if applicable)

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SHARE

ENROLLMENT POLICY

New Horizons is committed to making your employees' computer training experience pleasant and rewarding. Please read and comply with the following information. Contact your Account Executive if you have any questions.

1. *Class Cancellation Policies*:
   Club Membership: For all cancellations and reschedule requests, students must notify New Horizons **at least 5 or more business days prior** to the date of the scheduled class (letter fax or E-mail will be accepted). Club Members who are unable to cancel their scheduled class as outlined above will be assessed a $50.00 cancellation fee per class cancelled. The cancellation fee of $50.00 must be paid before taking any other classes. Students who no-show for a scheduled class will also be assessed the cancellation fee of $50.00 and will be required to pay before taking any other classes. If you are certain that you will not be able to attend a scheduled class, we ask that you reschedule as soon as possible to avoid any cancellation fees and so that we may accommodate other students that may be on standby. Cancellations may be processed by contacting New Horizons by phone or via email to your Account Executive. Club Memberships start the date of invoice. Club Memberships are non-refundable.
   Technical Course Enrollments, Business Skills Classes and Professional Development Training: For all cancellations and reschedule requests, students must notify New Horizons **10 or more business days prior** to their scheduled class. Students that cancel and/or re-schedule within 10 days of their class will be responsible for the full amount of invoice. All associated courseware will be shipped upon payment and students will be allowed to re-schedule and repeat courses in accordance with New Horizons' six month free retake policy. Cancellations may be processed by contacting New Horizons by phone or via email to your Account Executive. Technical Training packages are sold at a package price, and if all courses within the package are not completed then the courses attended will be factored at full retail value for any refund calculation.
   Private Events: If you cannot run an event for which you hold a reservation, please notify New Horizons at least **10 business days prior** to the date of the class. You may be assessed a 50% charge for events cancelled less than 10 business days prior to the event or 100% charge if less than 5 business days. If you cannot attend, please cancel as soon as possible.
   Application Classes: For all cancellations and reschedule requests, students must notify New Horizons **5 or more business days prior** to their scheduled Application class. Students that cancel classes within 5 business days will be responsible for the full amount of invoice or will be charged the appropriate number of coupons with those coupons being decremented from the company's coupon pool and will be allowed to repeat courses in accordance with New Horizons' six month free retake policy. Cancellations may be processed by contacting New Horizons by phone or via email to your Account Executive.
2. Students should arrive at New Horizons 30 minutes prior to the class to ensure proper check-in and seating. If they are more than 15 minutes late for class, their seat may be given away. If they anticipate being late, they should call New Horizons and notify the receptionist at ext 0, and their seat will be held up to 30 minutes from the start of the class. If they are more than 30 minutes late, they will not be admitted into class.
3. Classes are offered on a first-come, first-serve basis. Seating is limited. We urge your employees to register for classes as soon as possible. Classes may be scheduled through your Account Executive.
4. If a class is full, you may elect to be placed on "stand-by" status. You will be notified only if cancellations occur and space becomes available.
5. Approximately seven days prior to your employee's class date they may be contacted to confirm their attendance. We would appreciate a response within 48 hours in the event your employee needs to cancel their attendance.
6. You may repeat classes of the same version, at no additional cost, as many times as required within six-month time period, on a space available basis. Students who are retaking classes may purchase new courseware if they desire.
7. New Horizons reserves the right to cancel classes due to low enrollment or circumstances beyond our control. The client will be notified of a class cancellation at the earliest possible time prior to scheduled class.
8. You may take any classes in your respective Club(s). To ensure proper learning, please take them in order, i.e. for an intermediate level 2 course, you must have completed the beginning level 1 course or equivalent (see our web site for course content outlines). The classes in your respective Club(s) are listed in the schedule. Classes outside your Club(s) may not be taken without paying for them separately or joining another club.

QUICK LINKS

Students Start Here
Class Schedules Download PDF
Search All Courses
Microsoft Office Training
Microsoft Technical Training
Cisco Training
Citrix Training
VMWare Training
Contact Us
Preferred Client Portal
Receive our newsletter

BLOG YouTube

Send us a question

9. Vouchers purchased under this agreement are valid for one (1) year following the issue date. Vouchers are non-transferable and cannot be exchanged in the event the expiration date has lapsed. Vouchers may be extended beyond the expiration date for an additional fee.
10. Technical Vouchers are good for one day of Comptia or Microsoft regularly scheduled technical training listed on the New Horizons CLC class schedule. Two or more vouchers must be used for multiple day classes and submitted on the first day of class. Certain Premium Courses, such as Cisco, Security, ITIL®, Citrix or VWware offerings may require additional vouchers to cover additional associated expense in delivering these classes. Contact you Account Executive for more information.
11. Application Vouchers are good for one day of regularly scheduled applications training held at New Horizons. An additional voucher is used for two-day application classes and submitted on the first day of class. Your employee may not use application vouchers for technical classes.
12. For Private Events there may be additional charges if using a New Horizons facility for cleanup charges for rooms left in disorder or dirty manner. This may be up to 25% of the cost of the rental. This does not include damages to equipment or structure.
13. Student access keys for Online Anytime (OLA) are non-refundable once issued.

Colorado
Colorado Springs
Denver

Kansas
Kansas City/Overland Park
Wichita

Kentucky
Lexington
Louisville

Louisiana
New Orleans

Mississippi
Biloxi

New Mexico
Albuquerque

Ohio
Cincinnati
Dayton

Oklahoma
Oklahoma City
Tulsa

South Dakota
Sioux Falls

Texas
Austin
Dallas
El Paso
Ft. Worth
Houston
Killeen
Lubbock
Midland/Odessa
San Antonio
Waco

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Metrics That Matter
Dallas/Ft. Worth Mentored Learning Manager
Kansas City Mentored Learning Manager
Online LIVE
Training Blog
Receive our newsletter

CLASS SCHEDULES
Download PDFs

Course Search

Students Start Here

Preferred Client Portal

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Global Knowledge™

MS Office/Win 7 End-User CBT
Training Proposal

Customer:
Jelean Elemento
County of Galveston IT Dept
722 Moody
Galveston, TX 77550

Global Knowledge contact information:
Derek Kocis
Phone - (919) 469-7020
Fax - (919) 463-1282
derek.kocis@globalknowledge.com

Course Name	Modality	# of Users	Price per Year	#of Years	Total
MS Office 2010 MS Win7 End-User	**CBT**	**1,200**	**$29,500**	**3**	**$88,500.00**

TOTAL: $88,500.00

- This training is accessible for up to 1,200 users.
- The County of Galveston will have access to the content for 3 calendar years, starting from the date of purchase.
- Total payment is not due at time of purchase. Global Knowledge will take annual payments of $29,500 for 3 calendar years in order to fulfill the 3 year contract.

The pricing above is valid if Global Knowledge hosts this training through our site. If the County of Galveston would like to host this content through their own internal site, there would be a $5,000 charge as we would have to set it up through their LMS, which is a 10-14 day process.

Self-Paced eLearning Technical Support:
http://www.globalknowledge.com/training/generic.asp?pageid=139&country=United+States

Remit to Address:
Global Knowledge Training, LLC
PO Box 116929
Atlanta, GA 30368-6929

FAX COPY OF CHECK OR PO TO:
Derek Kocis Fax: (919) 463-1282

CALL WITH CREDIT CARD INFO TO:
Derek Kocis Phone: (919) 469-7020

***Total does not include any applicable taxes**

AGENDA ITEM #8.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 12/02/2013	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: (Yes) / No
4. Department Name: Information Technology	5. Department Contact: Matt Votaw	
6. Description:	Annual software maintenance for Right Fax.	
7. IFAS PEID No: 715148	8. IFAS Req No:	9. Orgkey: 1101159100 / 10. Object Code: 5423500
11. Vendor: Open Text 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	$15,000.00	$4,584.00				
22. Totals:		$15,000.00	$4,584.00	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 02/02/14	Auto Renewal Contract: Yes / No	Bid No: N/A
Contract End Date: 02/01/15	Contract # Issued By Purchasing: CM 14089	

Approved By:	Signature	Date
Department Head:	Matthew K Votaw	12-3-13
Purchasing Agent:		12-3-13
County Legal:		12/04/2013

Contract listed in Budget Documentation: (YES) NO

for County Budget Office:	Jessica Y Yarnell	12-3-13

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

County County Auditor:		12-4-13

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY Date : 2-Dec-2013

Deliver To : INFORMATION TECHNOLOGY Date Required : 3-Dec-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	SOFTWARE MAINTENANCE- FAX SERVER, RIGHT	$ 4,584.00	$ 4,584.00			
		FAX ENTERPRISE SUITE; QTY 1; PRODUCT					
		NUMBER: S-CPRFPG2400004 17457-12172;					
		RF ADDITIONAL DDC; QTY 15; PRODUCT					
		NUMBER: S-CPRFPG2450007					
		TOTAL		*$ 4,584.00*			
		REQUESTED BY: JELEAN ELEMENTO					
		TERM DATES: START 02/02/2014, END: 02/01/					
		2015					
		QUOTE NUMBER: 0012077268					
		FOR: ANNUAL SOFTWARE MAINTENANCE					
		RENEWAL OF RIGHTFAX					

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#

Suggested Vendor : OPEN TEXT INC

Vendors Contacted:

#1 _____

#2 _____

#3 _____

I have this date order the above material or services from Vendor Number : 715148

Quotations obtained by:

☐ Sealed Bids Contract

☐ Verbal Quotation Agreed Price

Purchase Order No _____

Date ordered: _____ 20 ____

PURCHASING AGENT

Justification Letter for Right Fax:

To whom it may concern,

Galveston County Information Technology Department has received three quotes for the following items:

Item	Quantity	SHI Government Solutions	OpenText	Dynamic Solutions Group
Fax Server, Right Fax Enterprise Suite	1	X	X	X
Right Fax Additional DCC	15	X	X	X
1 Year Standard Support (M-F 8-5)	n\a	X	X	X
Total Quote		$4,301.00	$4584.00	$4126.00

1. Our first concern is cost. The total quotes from each vendor fell within a range of $450.00, reflecting a competitive pricing between each vendor. Thus, cost was not found to be a key differential between these three quotes.

2. Beyond cost, our next concern is quality of support. Because OpenText is the manufacturer and ultimate supporters of the product, they are the most knowledgeable entity to directly support the system. While other vendors may redirect to manufacturer support, the Information Technology Department has found that it saves the County time and effort to deal directly with software manufacturers rather than resellers when possible, resulting in staff hours saved and quicker issue resolution.

Based on this evaluation, the Information Technology Department recommends OpenText to be selected as our Right Fax vendor.

OPENTEXT

SUPPORT RENEWAL

Annual Support & Upgrades

Jelean Elemento
Galveston County Auditor's Office
PO Box 1418
Galveston, TX 77553
UNITED STATES

Date	11/01/2013
Renewal Number	0012077268
Start Date	02/02/2014
Expiration Date	02/01/2015
Payment Due	01/03/2014

CT: Renewal Right Fax US **BT:** 165719 **EU:** EU00101738-77550-TX-US

QTY	PRODUCT		AMOUNT
1	Fax Server, RightFax Enterprise Suite	S-CPRFPG2400004 17457-12172	
15	RF Additional DDC	S-CPRFPG2450007 17457-12172	
1 YEAR STANDARD SUPPORT SYSTEM ID 17457-12172		**Subtotal** **Taxes** (subject to change)	4,584.00 0.00
End User: County of Galveston **Ref Last PO:** quote		**Total** ALL FIGURES **USD**	4,584.00

To authorize Open Text to invoice you for this support renewal, please sign and fax this quote to fax number
+1 905 762 6404

I confirm that I have the authority to bind the company to the details of this quotation and steps will be taken internally to approve and pay the resulting invoice.

☐ Our company does not require a purchase order for the support services ordered hereto.

Authorized Signature:

Name (printed): Mark A. Henry, County Judge

~~**Email Address:**~~ Date:

Bill To Address (if different from above)

Date

Title:

DIRECT ALL INQUIRIES TO Elena Biro at +1 905 762 6001 Ext. 6384 or EBIRO@opentext.com

Payment Instructions

Pay Online by Credit Card or Upload a Purchase Order:
https://css.opentext.com/RR-R-USD-0012077268-458400

Payment Terms Net 30

☐ Check
Please make payable to:
Open Text Inc.
c/o J.P. Morgan Lockbox
24685 Network Place
Chicago, IL
60673-1246
UNITED STATES

☐ Wire
J.P. Morgan Bank
10 South Dearborn Street
Chicago, IL 60603
USA
Currency: USD
Bank Acct #: 802909309
SWIFT: CHASUS33
Wires: ABA 021000021
ACH: ABA 071000013

ATTEST:
Dwight Sullivan, County Clerk

OPENTEXT

SUPPORT RENEWAL

Annual Support & Upgrades

Jelean Elemento
Galveston County Auditor's Office
PO Box 1418
Galveston, TX 77553
UNITED STATES

Date	11/01/2013
Renewal Number	0012077268
Start Date	02/02/2014
Expiration Date	02/01/2015
Payment Due	01/03/2014

Terms and Conditions

- This quotation is based upon the terms and conditions for maintenance signed between the parties, or in the absence of any such signed agreement, the terms set out in (i) the Software Maintenance Program Handbook available at www.opentext.com/agreements at the date of this quotation, and (ii) OpenText's standard software maintenance agreement, a copy of which is available on request. All software is licensed under the terms of the applicable software license agreement signed by the parties, or in the absence of such agreement, under the terms of the applicable End User License Agreement available at www.opentext.com/agreements at the date of this quotation
- All and any preprinted terms contained in any document and/or purchase order issued by Licensee are hereby fully rejected and shall have no legal effect.
- OpenText customer support services are provided in accordance with the terms of and governed by the applicable OpenText handbook sent to you with this quote or available on **www.opentext.com/agreements**. Customer support services and associated handbooks are available for the following: OpenText Protect Anytime Support, OpenText Protect Anywhere Support, OpenText Protect Premier Anywhere Support, OpenText Protect Premier Support, OpenText Premier Support, OpenText Premier Follow the Sun Support, OpenText Follow the Sun Support, OpenText 24x7 Support, OpenText 24x7 Restore Support, OpenText Stand by Support and OpenText Customer Support Days.
- **Billing/Invoice Address:**
  If different from quote please complete the following:

  Bill To Company: _____

  Bill To Contact: _____

  Bill To Address: _____

  "Go Green" To align with OpenText's corporate efficiency goals, OpenText will deliver a PDF copy of your invoice to the same email address this Support Renewal is being delivered to, unless you specifically request otherwise. If you would prefer an alternate delivery method or that the invoice be sent to an alternate email address, please contact **eInvoice@opentext.com**.

OPENTEXT
THE CONTENT EXPERTS

February 9, 2012

Galveston County

722 Moody Ave, 2nd Floor

Galveston, T.X. 77550

Attn: Jelean Elemento

OpenText is the manufacturer of the OpenText RightFax software product and has developed or licensed all parts of the product.

Best Regards,

Michelle Enderson

Territory Sales Representative

155 N. Rosemont Blvd.

Tucson, AZ 85711

Dynamic Solutions Group, Inc.
Phone: 952-224-3340
Fax: 952-224-3343
11975 Portland Avenue, Suite 110
Burnsville, MN 55337

Prepared for:

Lauren Michaels
Galveston County
722 Moody Ave.
2nd Floor
Galveston, TX 77550 U.S.A.

Prepared by:

Zack Reilly
Account No.: 5476
Quote No. 8340

Date: 11/27/2013

Quantity	Item ID	Description	Sell	Total
1	Dynamic Solutions Group SILVER Support Plan	DSGI Silver Support Plan M-F, 8-5, One Year Duration **SUID: 17457-12172** **Enterprise Suite Server** **1/1/14-12/31/14**	$1,709.00	$1,709.00
1	Dynamic Solutions Group SILVER Support Plan	DSGI Silver Support Plan M-F, 8-5, One Year Duration **SUID: 17457-12172** **15 Additional Channels** **1/1/14-12/31/14**	$2,417.00	$2,417.00

Quote Total: **$4,126.00**

Prices are firm until 12/27/2013 and do not include any applicable sales tax and/or shipping charges.

Quoted by: Zack Reilly, zreilly@thefaxguys.com **Date:** 11/27/2013

Disclaimer

Dynamic Solutions Group, Inc. is pleased to submit the above quotation for your approval. Should you place an order, be assured it will receive prompt attention. This quotation is valid for 30 days. Thereafter, it is subject to change without notice. Note: Credit Card orders are limited to $5,000. To pay via Credit Card, please contact our office at 952-224-3340 and speak with an Accounting Representative.

Dynamic Solutions Group, Inc. (DSGI) General Terms and Conditions:

DSGI does not warrant the usability, functionality or reliability of any software or hardware product. It is expressly understood that the sole warranty, express or implied, for the software and hardware products purchased from DSGI are the Manufacturer's Warranty. Purchaser hereby acknowledges and accepts the License Agreement(s), Manufacturer's Warranty and Return Policies related to the products purchased from DSGI. Purchaser has performed its own due diligence related to the purported functionality and reliability of the software and/or hardware products purchased from DSGI and assumes sole responsibillity for any and all purchase decisions made.

Any and all product returns must (1) be shipped pre-paid with the appropriate insurance, (2) include all original packaging, materials, and products in like-new condition, (3) include any manufacturer (NOT Dynamic Solutions Group, Inc.) required RMA number, and (4) be received by the manufacturer (NOT Dynamic Solutions Group, Inc.) within 30 days of shipment. All OpenText products are subject to a 20% restocking fee if returned and received by OpenText with an appropriate RMA number within 30 days after shipment. If the seal on the outside of the Brooktrout board box is broken, it CANNOT be returned for a refund. All DSGI sales are final 30 days from the date of shipment.

Purchaser assumes sole responsibility for the installation/setup of the software and/or hardware related to any order placed with DSGI. unless DSGI has been specifically engaged (and compensated) to perform such services. DSGI strongly recommends that Purchaser engage the services of a professional to assist with the deployment of any and all products purchased from DSGI. In the event DSGI is specifically engaged (and compensated) to perform installation/setup services, DSGI shall use its best efforts to install/setup the software and/or hardware related to this order according to the manufacturer's recommendations.

Purchaser acknowledges that the written and verbal installation/setup instructions of commercial software and hardware manufacturers are not 100% reliable. Finally, Purchaser acknowledges that its office environment, business practices, software and hardware reliability, and user skill levels play a significant role in the successful deployment of any contemplated technology solution.

Any and all "Custom Programs" developed by DSGI on behalf of Purchaser shall be governed by a separate Statement of Work (SOW), and unless otherwise noted, shall be the property and sole responsibility of the Purchaser. Upon signoff of a Final Acceptance Test (FAT) by Purchaser, the Purchaser assumes sole responsibility for any future trouble-shooting, maintenance, and/or modification to said Custom Program . DSGI hereby specifically reserves the unlimited right to reuse any and all code developed for Purchaser in any other Custom Program developed for any of its other customers. DSGI does not warrant the usability, functionality, or reliability of any Custom Program.

Ownership of the products detailed herein does not pass to Purchaser until payment-in-full has been made to DSGI. Accordingly, in the event Purchaser fails to make payment-in-full for the products in compliance with the terms provided for herein; DSGI shall send a late notice attention of "Accounts Payable" by certified U.S. Mail to the address listed herein no later than 45 days after the expiration of the payment terms herein. In the event the Purchaser has not made payment-in-full on or before the 65th day after the expiration of the terms herein, Purchaser thereby waives any right to additional payment demand notice by Dynamic Solutions Group, Inc. and specifically agrees to allow and/or provide a DSGI representative access to the Purchaser's premises (or any other actual location of the products detailed herein) during normal business hours to retrieve the related products.

In no event shall DSGI be liable for any costs of procurement of substitute and/or additional goods or services (e.g. Line Conditioners, Testing Equipment, and so on), or indirect, special, or consequential damages such as loss of data, loss of anticipated profits, or any other economic loss in connection with or otherwise arising out of the existence, furnishing, function, failure or Purchaser's use of any product or services purchased from DSGI, even if DSGI was aware of the possibilities of such damages.

Any and all installation, trouble-shooting, consultation, or other services ("Additional Services") performed by DSGI for Purchaser which are not specifically delineated and charged via an accepted Quote/Proposal and/or SOW shall be billable at DSGI's standard billing rates. In the event that DSGI consultants are required to travel outside of the immediate Minneapolis / St Paul area to perform Additional Services, Purchaser hereby agrees to pay for all applicable travel charges (including, but not limited to round-trip, non-stop coach airline tickets, hotel and local transportation expenses) associated with such Additional Services.

ACCEPTANCE: Purchaser's (A) execution of this Proposal or any release or revision hereto (collectively the "Proposal"), (B) issuance of a Purchase Order for the goods and/or services covered hereunder, or (C) acceptance of the goods and/or services covered hereunder, whichever occurs first, shall be deemed Purchaser's acceptance of the Proposal . Purchaser's acceptance is limited to acceptance of the express terms of the Proposal and does not include any additional or different terms proposed by Purchaser to vary the terms hereof. Any additional or different terms in the Purchaser's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.

Accepted by: _____ **Date:**_____

Pricing Proposal

Quotation #:	7361837
Description:	OpenText
Created On:	Nov-27-2013
Valid Until:	Jan-31-2014

GALVESTON CO

Lauren Michaels
Phone: (409) 770-6233
Fax: (409) 765-2665
Email: Lauren.Michaels@co.galveston.tx.us

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	Fax Server, RightFax Enterprise Suite OpenText Corporation - Part#: S-CPRFPG2400004	1	$1,781.00	$1,781.00
2	RF Additional DDC OpenText Corporation - Part#: S-CPRFPG2450007	15	$168.00	$2,520.00
			Total	$4,301.00

Additional Comments

Terms: 02/01/14 - 01/31/2015

Good afternoon. Here is the price quote you requested.

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

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

Retrieve your quote:

https://www.shi.com/Quotes/Quoteinfo.aspx

The Products offered under this proposal are subject to the SHI Return Policy, unless there is an existing agreement between SHI and the Customer.

AGENDA ITEM #9.

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 DB

Approved By:	Signature	Date
~~Department Head:~~	JJ Allen	9/20/2013
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

Deliver To : INFORMATION TECHNOLOGY

Date : 16-Sep-2013

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)]

DataVox 6650 West Sam Houston Parkway South | Houston, TX 77072 | Main 713-881-5300 | www.datavox.net

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

7503 Standish Place
Rockville, MD 20855

QUOTATION

Quote # 23506244.01

PLEASE REFER TO THE ABOVE QUOTE NUMBER WHEN ORDERING

Date: September 17, 2013
Valid through: October 17, 2013
Account #:

Account Executive: Peter DiGennaro
Phone: (800) 800-0019 ext. 75072
Fax: 603-683-0993
Email: pdigennaro@govconnection.com

QUOTE PROVIDED TO:
AB#: 2192825
COUNTY OF GALVESTON AUDITORS OFFICE
ACCOUNTS PAYABLE
PO BOX 1418
GALVESTON, TX 77553

SHIP TO:
AB#: 10957197
COUNTY OF GALVESTON
722 MOODY AVE 2ND FL
INFORMATION TECHNOLOGY
GALVESTON, TX 77550

DELIVERY	FOB	TERMS	CONTRACT ID #
1-30 Days A/R/O	Destination	NET 30	

*	Line #	Qty	Item #	Manuf. Part #	Description	Price	Ext
	1	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

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 Replacer
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.

Legal Disclaimer

Cisco makes every effort to ensure the accuracy of information provided by the Service Finder, but cannot guarantee accuracy. The service descriptions provided through Service Finder are offered for reference purposes only. If you purchase services directly from Cisco, Service Descriptions are incorporated into your direct service agreement with Cisco. If you purchase services through a Cisco Certified reseller or distributor, the service contract, if any, governing the provision of the services will be between you and your reseller, who should provide the applicable Service Description to you at the time of sale. For additional information about Cisco Technical Services, visit www.cisco.com/go/ts

Cisco Information Packet

Cisco Limited Warranty, Disclaimer of Warranty, End User License Agreement, and US FCC Notice

Limited Warranty

Hardware. Cisco Systems, Inc., or the Cisco Systems, Inc. subsidiary selling the Product ("Cisco") warrants that commencing from the date of shipment to Customer (and in case of resale by a Cisco reseller, commencing not more than ninety (90) days after original shipment by Cisco), and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the warranty card accompanying the Product (if any), the Hardware will be free from defects in material and workmanship under normal use. The date of shipment of a Product by Cisco is set forth on the packaging material in which the Product is shipped. This limited warranty extends only to the original user of the Product. Customer's sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be, at Cisco's or its service center's option, shipment of a replacement within the warranty period and according to the replacement process described in the warranty card (if any), or if no warranty card, as described on the Cisco Product Warranties web page www.cisco.com/go/warranty or a refund of the purchase price if the Hardware is returned to the party supplying it to Customer, freight and

insurance prepaid. Cisco replacement parts used in Hardware replacement may be new or equivalent to new. Cisco's obligations hereunder are conditioned upon the return of affected Hardware in accordance with Cisco's or its service center's then-current Return Material Authorization (RMA) procedures.

The End User License Agreement may be located below, or at the following URL:

www.cisco.com/go/eula

Product warranty terms and other information applicable to the Product may be located at the following URL:

www.cisco.com/go/warranty

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FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

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United States Federal Communications Commission Notice

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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.

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Thank you for choosing your Cisco product as part of your networking solution.

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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.

Subscribe to the What's New in Cisco Product Documentation as a Really Simple Syndication (RSS) feed and set content to be delivered directly to your desktop using a reader application. The RSS feeds are a free service and Cisco currently supports RSS version 2.0.

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www.cisco.com/web/siteassets/legal/trademark.html

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Cisco Systems, Inc.
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San Jose, CA 95134-1706 USA
www.cisco.com

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AGENDA ITEM #10.

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

Service Tag #	Model	Service Contract Type	Ship Date	Service Contract Expiration
1F09ZK1	CATALYST BLADE SW	S9 + GD	9/25/2009	9/25/2012
JD09ZK1	CATALYST BLADE SW	S9 + GD	9/25/2009	9/25/2012

Extended Service Information

Service Contract Type	New Contract End Date	Service Extension	Reinstatement Fee	Total Price
S9+PSMC	9/25/2014	$ 456.85	$ 199.00	$ 655.85
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

[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 #11.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 12/02/2013	2. Contract Type: Expense Revenue Other	3. Renewal Contract: Yes No
4. Department Name: Information Technology	5. Department Contact: Matt Votaw	
6. Description:	OnBase annual maintenance renewal	
7. IFAS PEID No: 708970	8. IFAS Req No:	9. Orgkey: 1101159101 / 10. Object Code: 5423500
11. Vendor: DataBank IMX 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	$105,000.00	$85,330.00				
22. Totals:		$105,000.00	$85,330.00	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 11/1/13	Auto Renewal Contract: Yes / No	Bid No: N/A
Contract End Date: 10/31/14	Contract # Issued By Purchasing: CM14088	

Approved By:	Signature	Date
Department Head:	[signature]	12-3-13
Purchasing Agent:	[signature]	12-3-13
County Legal:		

Contract listed in Budget Documentation: YES NO

for County Budget Office: [signature] 12-3-13

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

County County Auditor:

eDocument Resources LLC
dba DataBank IMX

Remit to:
2912 Momentum Place
Chicago IL 60689-5329

INVOICE

Invoice	505018
Date	10/23/2013
Page	1

Ref #:

Bill To:

Galveston County Auditor's Office
P.O. Box 1418
Galveston TX 77553

Ship To:

Galveston County Auditor's Office
Rufus Crowder - Purchasing Agent
P.O. Box 1418
Galveston TX 77553

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	GALVESTON	LM	BEST WAY	Net 30	10/23/2013	1,005,582

Ordered	Shipped	B/O	Item Number	Description	Unit	Unit Price	Ext. Price
1	1	0	M-AEMPI2	Application Enabler Enterprise Maint	EA	$10,000.00	$10,000.00
22	22	0	M-AIMPW3	Desktop Doc. Imaging Maintenance >30	EA	$300.00	$6,600.00
1	1	0	M-CLMPW1	OnBase COLD/ERM Maint	EA	$2,000.00	$2,000.00
80	80	0	M-CTMPC1	OnBase Concurrent Client Qty 1-100 Maint	EA	$240.00	$19,200.00
11	11	0	M-DGMPN1	Digital Signature Maintenance	EA	$40.00	$440.00
1	1	0	M-DIMPW1	OnBase Production Document Imaging Main	EA	$1,000.00	$1,000.00
2	2	0	M-DIMPW2	OnBase Production Document Imaging Main	EA	$400.00	$800.00
1	1	0	M-DPMPW1	OnBase Document Import Processor Maint	EA	$1,000.00	$1,000.00
1	1	0	M-DSMPI1	Distributed Disk Services Maintenance	EA	$1,000.00	$1,000.00
1	1	0	M-GWMPI1	Public Sector Constituency Web Access Ma	EA	$590.00	$590.00
1	1	0	M-IAMPW1	Automated Indexing Maint	EA	$5,000.00	$5,000.00
1	1	0	M-OBMPW1	OnBase Multi-User Licence Maint	EA	$1,000.00	$1,000.00
1	1	0	M-OCMPW1	OnBase Batch OCR Maint	EA	$300.00	$300.00
1	1	0	M-OIMPW4-07	Office Business Application for 2007 Mai	EA	$3,000.00	$3,000.00
1	1	0	M-OLMPI1-07	Intergration for Microsoft Outlook 2007	EA	$1,000.00	$1,000.00
1	1	0	M-PRMPI1	Physical Records Management Maintenance	EA	$3,000.00	$3,000.00
1	1	0	M-PTMPC1	Virtual Printer Driver Maintenance	EA	$1,000.00	$1,000.00
1	1	0	M-PWMPI1	Signature Pad Interface Maintenance	EA	$1,200.00	$1,200.00
1	1	0	M-SPMPI1	SharePoint Integration Maintenance	EA	$1,000.00	$1,000.00
1	1	0	M-UIMPI1	Maintenance Unity Integration Toolkit	EA	$2,000.00	$2,000.00
1	1	0	M-UNMPI1	Maintenance Unity Client Server	EA	$2,000.00	$2,000.00
20	20	0	M-WLMPC1	Workflow Concurrent Clnt (1-20) Maint	EA	$440.00	$8,800.00
30	30	0	M-WLMPC2	Workflow Concur Client (21-50) Maint	EA	$360.00	$10,800.00
1	1	0	M-WTMPI1	OnBase Conversion from Office to Image M	EA	$600.00	$600.00
1	1	0	M-WTMPW1	OnBase Web Server NT Maint	EA	$2,000.00	$2,000.00

OnBase Maintenance renewal for
11/1/2013--10/31/2014

Subtotal	$85,330.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Total	$85,330.00

edocument
RESOURCES

Contract #

MASTER SOFTWARE MAINTENANCE AND SERVICES AGREEMENT

This Master Software Maintenance and Services Agreement ("**Agreement**") is made and entered into this 30th day of August, 2013 (the "**Effective Date**"), by and between eDocument Resources, LLC, a Minnesota limited liability company, with offices at 6101 Baker Road, Suite 207, Minnetonka, MN 55345, ("**eDoc**") and the County of Galveston, TX, a public corporation and political subdivision organized and existing under the constitution and laws of the State of Texas, with offices at 722 Moody Ave. (21st Street), Galveston, Texas 77550, ("**Client**"). Heretofore, eDoc and Client may be referred to individually as a "Party" or together as the "Parties".

Premises

eDoc is primarily engaged in the business of reselling software licensed by software vendors and providing related professional services, and maintenance and support services for such software. Client wishes to license certain software from a software vendor ("**Licensor**") and purchase such software and certain services and/or hardware from eDoc as set forth in written purchase orders or statements of work that may be agreed upon and executed by eDoc and Client from time to time (each, an "**Order**"). eDoc is willing to provide such software and services under the terms and conditions provided herein.

Therefore, the parties hereby agree as follows:

1. SERVICES AND SOFTWARE.

1.1 Orders. eDoc shall provide the services described in an Order for services (the "**Services**") and shall provide to Client the Software (as defined below). Each Order shall identify this Agreement and shall be deemed incorporated into this Agreement by this reference and deemed a part hereof. Each party shall perform its respective obligations as stated in each Order and in this Agreement. For purposes of clarity, the following shall be deemed to be Orders under this Agreement: (a) an executed statement of work for Services; and (b) an executed purchase order for Software and Maintenance and Support. "**Software**" shall mean the computer software identified in an Order for software, which shall be subject to an end user license agreement between Client and Licensor. Software includes all later-provided upgrades, fixes, updates, patches or similar amended forms of the Software as may be provided to Client under Maintenance and Support (as defined below).

1.2 Changes. Either party may request changes to an Order for Services. In such event, the requesting party shall provide a written description of the changes and the parties shall consult and cooperate with each other in good faith to discuss the change and any change in costs, scheduling modifications, hardware or environment requirements, and other implications of the proposed changes. Any requested change shall be become effective only upon mutual execution of a written change order or amendment to an Order for Services, at which time it shall become part of the applicable Order. Additional change control procedures may be set forth in an applicable Order.

1.3 Maintenance And Support. When Client purchases Software licenses, Client shall simultaneously purchase at least the first year of maintenance and technical support services for the Software ("**Maintenance and Support**"), the terms of such Maintenance and Support are set forth in Exhibit A, which is attached hereto and made a part of this Agreement. eDoc and Client shall each perform their respective duties related to Maintenance and Support in accordance with the terms set forth in Exhibit A

2. FEES AND PAYMENT.

2.1 Fees. Client agrees to pay amounts due under this Agreement in accordance with the rates set forth in the applicable Order. In addition, Client shall pay all applicable taxes, fees and surcharges set forth on eDoc's invoice. If Client enjoys a tax-exempt status, Client shall provide a copy of its tax exemption certificate or letter to eDoc prior to the first Order. eDoc will, from time to time, publish a new fee schedule for the Services.

eDoc shall charge Client according to the fee schedule in effect on the date of execution of an Order and on the date of automatic renewal of any such Order.

2.2 Payment. Unless otherwise specified in an Order, Client shall pay each invoice in full within thirty (30) days from the date of such invoice. All prices are in U.S. Dollars, and all payments shall be in U.S. currency. Interest shall accrue on past-due amounts at a rate equal to the lesser of one and one-half percent 1.5% per month or the maximum rate permitted by applicable law. Client will pay all reasonable and necessary attorney fees and costs required for eDoc to collect on any outstanding balance.

2.3 Out-of-Pocket Expenses. Unless otherwise specified in an Order, Client shall reimburse eDoc for all actual and reasonable out-of-pocket expenses incurred by eDoc while performing the Services under this Agreement or an Order.

3. TIME AND MATERIALS CHARGES. Notwithstanding anything to the contrary, if Client requests services that eDoc is not obligated to provide under this Agreement or an Order, or is not obligated to provide in the manner requested, Client shall pay for such services at eDoc's standard time and materials charges then in effect.

4. THIRD PARTY PRODUCTS. As part of the Agreement, eDoc may procure for and on behalf of Client certain other commercially available products and related documentation developed or manufactured by third parties (**"Third Party Products"**) as are specified in the Order, in consideration of Customer's payment of the relevant fees specified in the Order. Client understands that eDoc is not the manufacturer or developer of the Third Party Products, and Client agrees to look solely to the manufacturer or developer of such products for any license or warranties with respect to such products. Client understands that certain components of Third Party Products may be of U.S. origin and subject to U.S. export jurisdiction and Client agrees to comply with all applicable international and national laws that apply to the Third Party Products, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the U.S. and other governments.

5. CLIENT RESPONSIBILITIES. Client shall be responsible for: (i) providing trained and competent personnel to assist eDoc in connection with the performance of the Services; (ii) providing such materials, items, and information as may be necessary to enable eDoc to perform the Services; (iii) promptly responding to requests for information made by eDoc in connection with the performance of the Services; (iv) the accuracy of all information provided by Client; (v) ensuring that all electrical and other communications technology connections are present, operating correctly, and appropriate for the operation of the Software and the performance of the Services; (vi) ensuring that the space and environment where the Software is located and where the Services are to be performed is appropriate for the operation of the Software and the performance of the Services; (vii) obtaining and installing the hardware and software necessary for the Software and the performance of the Services; (viii) ensuring that the hardware and software of Client is compatible with the Software and the performance of the Services; and (ix) making back-up copies of any of Client's data or content. eDoc shall have no liability or responsibility for any failure of Client to perform any of its obligations, or for any delays in performance by eDoc caused by any failure of Client to perform any of its obligations.

6. EDOC RESPONSIBILITIES. eDoc shall provide the Services in a professional workmanlike manner and eDoc's personnel shall be trained and competent with respect to the Services. To the extent notice is provided to eDoc in advance in writing, when on the premises of Client, eDoc's employees and subcontractors shall be subject to all the rules, regulations, policies, and programs that Client may have in effect from time to time respecting vendor, visitor, and employee conduct. As may be reasonably requested by Client, eDoc shall consult and cooperate with, and assist Client and Client's agents, suppliers, vendors, contractors, and providers who are providing products or services to Client that may be used with or affected by any Services.

7. **TERM AND TERMINATION.** The term of this Agreement shall commence on the Effective Date and continue thereafter until the expiration or termination of the latest-ending Order. The expiration or termination of an Order shall not affect any other Order, and shall not terminate this Agreement with respect to other Orders that remain in effect. In addition to any other termination rights specified elsewhere in this Agreement or an Order, any Order can be terminated:

(a) If a party provides written notice of a breach of this Agreement and/or an Order and the breaching party fails to cure the breach within thirty (30) days after written notice of the breach is provided, except such period is five (5) days in the case of a material breach based on Client's obligations to pay eDoc under this Agreement;

(b) Immediately by either party in the event of the other party's commission of a criminal or fraudulent act; or

(c) Immediately, by either party in the event the other party shall initiate or have initiated against it, voluntarily or involuntarily, any act, process or proceeding under the provisions of any bankruptcy law, or under any other insolvency law or other statute or law providing for the modification or adjustment of the rights of creditors.

8. **REPRESENTATIONS AND WARRANTIES.** Each party represents and warrants to the other that: (a) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and the applicable Order; (b) the execution, delivery and performance of this Agreement and the applicable Order have been duly authorized by such party; (c) no approval, authorization or consent of any governmental or regulatory authority is required to be obtained in order for it to enter into and perform its obligations under this Agreement and the applicable Order; and (d) the signatory to this Agreement and the applicable Order, possesses all necessary authority to enter into the Agreement and applicable Order.

9. **LIMITED WARRANTY.**

9.1 Limited Warranty of Services. eDoc warrants that it shall perform the Services in a good and workmanlike manner and in substantial conformity with the description of the Services provided in the applicable Order. In order to assert any claim that any Services fail to conform to this limited warranty, Client must notify eDoc in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If the Services in question are determined not to conform to this limited warranty, as Client's sole and exclusive remedy, eDoc shall, in its sole discretion, re-perform the subject Services, or make a refund to Client of the amount paid by Client for the defective Services.

9.2 Exclusions. This warranty specifically excludes: (a) non-performance issues caused as a result of any circumstances described as exclusions from the Services in any Order or the Maintenance and Support terms in Exhibit A; (b) incorrect data or incorrect procedures used or provided by Client or a third party; (c) or failure of Client to perform and fulfill its obligations under this Agreement or the license agreements applicable to the affected Software. eDoc makes no warranty under this Agreement for any Software that may be licensed from Licensor to Client. Any warranty that may be granted regarding the Software, Upgrades or Enhancements shall be solely between Licensor and Client.

9.3 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1, EDOC MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SERVICES PROVIDED UNDER THIS AGREEMENT. EDOC DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY

ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. EDOC DOES NOT WARRANT THAT ANY SERVICES PROVIDED HEREUNDER WILL SATISFY CLIENT'S REQUIREMENTS, WILL BE ERROR-FREE, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE OPERATION OF ANY SOFTWARE OR UPGRADES AND ENHANCEMENTS WILL BE UNINTERRUPTED. EDOC MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THIRD PARTY PRODUCTS OR SOFTWARE. NOTHING IN THIS AGREEMENT OR IN ANY ORAL OR WRITTEN DESCRIPTION OF THE SERVICES SHALL CONSTITUTE A REPRESENTATION OR WARRANTY. EDOC DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

9.4 Between the parties, Client is solely responsible for maintaining backup copies of its files, data or programs related to the Services and the Software, and eDoc disclaims any responsibility for ensuring that Client performs such backup duties.

10. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL EDOC'S OR ITS SUPPLIER'S LIABILITY UNDER THIS AGREEMENT OR AN ORDER EXCEED THE AMOUNT PAID BY CLIENT TO EDOC UNDER THE ORDER FOR SERVICES GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EDOC OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, DAMAGES ARISING OUT OF OR RELATING TO THIRD PARTY PRODUCTS, THE SOFTWARE, ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF EDOC OR SUCH SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

11. CONFIDENTIAL INFORMATION.

11.1 Confidentiality Obligations. Each party may disclose (the "**Discloser**") confidential and proprietary information ("**Confidential Information**") to the other party (the "**Recipient**"). In each such case, the Recipient shall hold such Confidential Information in confidence and shall protect such information by all reasonable security measures, including but not limited to taking those steps the Recipient would take to protect the confidentiality of its own most highly confidential and Confidential Information. The Confidential Information shall not be disclosed except to a party's employees or subcontractors who have a need to know such Confidential Information in order to perform such party's obligations under this Agreement or an Order and only to the extent necessary for such purposes; provided, that such Recipient shall be responsible for any breach of those confidentiality provisions by its employees and subcontractors. eDoc's Confidential Information shall include but not be limited to, software, and documentation; development tools; know-how and data related thereto; analytical procedures; techniques; research; and information relating to the trade secrets or business affairs of eDoc, its affiliates, employees, suppliers or agents including eDoc's systems. Client's Confidential Information shall include but not be limited to, financial information; information relating to the trade secrets or business affairs of Client, its affiliates, employees, suppliers or agents, including customer credit card information; customer lists; other consumer data; merchandising plans; marketing and promotion plans; program scripts; program marketing techniques and methods; and product design and information and computer systems. Neither party shall have any rights in the other party's Confidential Information and shall return or destroy all such Confidential Information at the other party's request.

11.2 Confidential Information shall not include information that: (a) was already in the lawful possession of the Recipient prior to receipt thereof, directly or indirectly, from the Discloser; (b) lawfully

becomes available to Recipient on a non-confidential basis from a source other than Discloser that is not under an obligation to keep such information confidential; (c) is generally available to the public other than as a result of a breach of this Agreement by Recipient; or (d) is subsequently and independently developed by Recipient without reference to the Confidential Information of the Discloser. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any request of a competent governmental body provided that, promptly upon receiving any such request and to the extent that it may legally do so, such party advises the other party of the request prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

12. **INDEMNIFICATION.** Each party and its successors and assigns shall indemnify, defend, and hold harmless the other party and its successors and assigns from and against and in respect of any and all claims, demands, losses, costs, expenses (as they are incurred by the indemnified party), obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees, that the indemnified party may incur or suffer, which arise, result from or relate to the indemnifying party's: (i) breach of any of its representations or warranties; or (ii) breach of or failure to perform any of its obligations pursuant to the provisions of this Agreement or an Order.

13. **SUBCONTRACTORS.** eDoc may subcontract the performance of Services under this Agreement; provided eDoc shall remain responsible for the performance of all Services under this Agreement as if performed by eDoc.

14. **NATURE OF RELATIONSHIP.** The provisions of this Agreement shall not in any respect whatsoever be deemed to create a partnership, joint venture, or other business combination between eDoc and Client. eDoc and Client shall not represent or imply to any other person or organization that this Agreement authorizes either eDoc or Client to act as an agent for or on behalf of the other party, other than as provided for in this Agreement. Neither eDoc nor Client shall be obligated by any agreement, representation or warranty made by the other, nor shall eDoc or Client be obligated for damages to any person or organization for personal injuries or property damage directly or indirectly arising out of the conduct of the other party's business or caused by the other party's negligence, willful act, or failure to act. As independent contractors, eDoc and Client shall be separately responsible for the payment of their income or other taxes. In addition, eDoc and Client shall be separately responsible for carrying workers' compensation insurance on themselves and their employees and agents.

15. **NON-SOLICITATION.** To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination of this Agreement, each party agrees that it shall not knowingly solicit or attempt to solicit any of the other party's executive employees or employees who are key to such party's performance of its obligations under this Agreement or an Order. Notwithstanding the foregoing, nothing herein shall prevent either party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that party and/or who initiates contact with that party without any direct solicitation of that person by that party or any agent of that party.

16. **FORCE MAJEURE.** Neither eDoc nor Client shall be in breach of this Agreement in the event they are unable to perform their obligations under this Agreement as a result of natural disaster, war, emergency conditions, labor strife, the substantial inoperability of the Internet, the inability to obtain supplies, or other reasons or conditions beyond their reasonable control; provided, however, if such reasons or conditions remain in effect for a period of more than ninety (90) days, either eDoc or Client may terminate this Agreement without further liability to the other party.

17. **REMEDIES.** Injunctive or other equitable relief shall be a remedy available to either party in the event of a breach of any provision of this Agreement by the other party, but such remedy shall not be the exclusive remedy available to the parties.

18. **NOTICE.** Any notices required or permitted to be given under this Agreement: (i) shall be in writing signed by or on behalf of the party making the same; (ii) shall be deemed given or delivered (a) if delivered personally, when received, (b) if sent from within the United States by registered or certified mail, postage prepaid, return receipt requested, on the third business day after mailing, or (c) if sent by messenger or reputable overnight courier service, on the next business day after mailing; and (iii) shall be addressed to each party at its address set forth in this Agreement, or at such other address as the parties shall designate in writing by personal delivery, certified mail, or overnight courier service.

19. **SURVIVAL.** The provisions of this Agreement which, by their terms, require performance after the termination of this Agreement, or have application to events that may occur after the termination of this Agreement, shall survive the termination of this Agreement.

20. **ASSIGNMENT AND DELEGATION.** Neither party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other party.

21. **SUCCESSORS IN INTEREST.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

22. **WAIVER.** The waiver of any provision or the breach of any provision of this Agreement shall not be effective unless made in writing. Any waiver by either party of any provision or the breach of any provision of this Agreement shall not operate as or be construed to be a continuing waiver of the provision or the breach of the provision.

23. **GOVERNING LAW; JURISDICTION; VENUE.** This Agreement shall be governed by the laws of the State of Minnesota, without regard to its conflict of laws rules. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Minnesota, County of Hennepin. The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Minnesota, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.

24. **SEVERABILITY.** In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

25. **EXECUTION.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies of this Agreement, including without limitation, those transmitted by facsimile or scanned to an image file, shall be considered originals.

26. **ENTIRE AGREEMENT, AMENDMENTS, CONFLICTS.** This Agreement (including the exhibits attached hereto) and any Orders placed hereunder, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. Any amendment or modification to this Agreement or an Order shall not be valid unless such amendment or modification (i) is in writing and signed by authorized representatives of both parties and (ii) references this Agreement and any Order. The terms and conditions of the exhibits and any Order hereunder, are integral parts of this Agreement and are fully incorporated herein by this reference. No conflicting or supplemental pre-printed provisions on eDoc's or Client's forms shall be binding on the parties. In the event of any conflict or inconsistency between this Agreement and an Order, the provisions of this Agreement shall be controlling.

Sr. Exec.

edocument
RESOURCES

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date set forth above.

Client: Galveston County, Texas

By: _____

Mark A. Henry
Print Name

County Judge
Title

_____
Date Signed

eDoc: eDocument Resources, LLC

By: _____

Matt Charlson
Print Name

Sr Executive
Title

11/29/2013
Date Signed

1322260.2

ATTEST:

Dwight Sullivan
County Clerk

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RESOURCES

EXHIBIT A

SOFTWARE MAINTENANCE AND SUPPORT

TERMS AND CONDITIONS

The terms and conditions of this Exhibit A are subject to the provisions of the Agreement. Unless otherwise specified, capitalized terms used in this Exhibit A shall have the meanings defined in the Agreement.

1. DEFINED TERMS. The following terms in this Exhibit A shall have the meanings set forth below. Other capitalized terms used herein have the definitions set forth herein or in the Agreement.

1.1 **"Documentation"** shall mean electronic on-line material, including user manuals, provided by Licensor for the Supported Software and that relate to the functional, operational or performance characteristics of the Supported Software.

1.2 **"Error"** shall mean any defect or condition inherent in the Supported Software that causes the Supported Software to fail to perform in accordance with the current Documentation published by Licensor.

1.3 **"EULA"** shall mean the end user license agreement entered into between Client and Licensor governing the licensing of Software.

1.4 **"New Products"** means new, separate product offerings, new modules, software changed to run with new operating systems or hardware, or software having new or substantially changed functionality.

1.5 **"Standard Hours"** means Monday through Friday, 8:00 AM to 5:00 PM Central Time, excluding eDoc holidays.

1.6 **"Supported Software"** shall mean Software which is: (1) licensed to Client pursuant to an Order; (2) under Maintenance and Support; and (3) either the current released version of the Software, or the next immediately preceding released version of the Software. Supported Software shall also include Upgrades and Enhancements which have amended and updated such Software. Support Software shall not include any prior released version of the Software that has been superseded by a new release for more than two (2) years (as determined from the date that Licensor first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of that Software.

1.7 **"Upgrades and Enhancements"** shall mean new versions, improvements, modifications, upgrades, updates, fixes and additions to the Supported Software that Licensor commercially releases to its end users generally during the Support Term to correct deficiencies or enhance the capabilities of the Supported Software, together with related updates of the Documentation. Upgrades and Enhancements shall not include New Products.

2. MAINTENANCE AND SUPPORT SERVICES. Subject to payment of the Maintenance and Support fee and these terms of this Exhibit A and the Agreement, eDoc will provide to Client the following Maintenance and Support on the Supported Software:

2.1 Support. During Standard Hours, eDoc will be available to provide Client with telephone and e-mail (support@edocumentresources.com) support to answer general Supported Software product questions and to identify and correct properly reported Error(s) in the Supported Software that are confirmed by Licensor. eDoc may also provide Maintenance and Support via remote network access as described herein. Should Client experience an emergency situation outside of Standard Hours, Client may contact eDoc via telephone 24 hours per day, 7 days per week, by calling eDoc's regular telephone Maintenance and Support number and indicating

that there is an emergency issue. eDoc's designated on-call support engineer will contact Client regarding the emergency situation within a reasonable time (usually not more than 3 hours) after the page. eDoc reserves the right to notify Client that it is making unauthorized (i.e., not in an emergency situation) or excessive use of after hours Maintenance and Support and to terminate the provision of such Maintenance and Support thereafter, unless Client pays eDoc for such continued after-hours Maintenance and Support at the rate of $250 per hour (with a minimum charge of one hour per call). Client shall be informed at the time of a call if such call is considered an unauthorized or excessive use call and Client shall have the opportunity to terminate the call and delay Maintenance and Support until Standard Hours.

2.2 Error Correction: Client shall promptly notify eDoc of any Errors in the Supported Software in accordance with this Agreement and eDoc's current Error reporting procedures. After confirming such Error with Licensor, eDoc shall use commercially reasonable efforts to correct confirmed Errors.

2.3 Upgrades And Enhancements. eDoc will provide to Client copies of all Upgrades and Enhancements to the Supported Software released by Licensor during the Support Term. Client acknowledges and agrees that its rights to install and use such Upgrades and Enhancements are granted solely through the EULA. Client acknowledges and agrees that eDoc's provision of Maintenance and Support is subject to modification by Licensor because Licensor has the right, at any time, to change the specifications and operating characteristics of the Supported Software and Licensor's policies respecting Upgrades and Enhancements and the release thereof to its end users. Any Upgrades and Enhancements to the Supported Software and revisions to the Documentation pertaining to the Supported Software shall remain proprietary to Licensor and the sole and exclusive property of Licensor, and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Licensor.

3. EXCLUSIONS FROM MAINTENANCE AND SUPPORT. The following are not included in Maintenance and Support; but may be available to Client under the terms of a separate Order:

a. Services required as a result of, in whole or in part, any alteration, enhancement, configuration or modification of any nature of the Software;
b. Correction of any Error if Client has previously received corrections for such Error, but Client has not implemented such correction;
c. Services required as a result of defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, data back-up and recovery system, third party software (other than third party software bundled with the Software), hardware or any system or networking utilized by Client;
d. Retrofitting, modifying, or fixing configuration after installation of an Upgrade and Enhancement
e. Installation or configuration for Software upgrades or New Products;
f. Any services resulting from abuse, misuse, improper handling, accident or neglect by Client;
g. Any services resulting from any party other than edoc or Licensor, or any subcontractor or agent of the foregoing, providing Maintenance and Support;
h. Any services on Software that is not Supported Software
i. Training, including training for new users when the software is first implemented in a production environment;
j. Consulting;
k. Services performed at Client facility; or
l. Services resulting from any other problem that is reasonably determined by eDoc to be unrelated to the Software.

4. **ANNUAL MAINTENANCE FEES.** Maintenance and Support fees for the Initial Term (as defined below) shall be as specified on the Order for Software, and shall be due at the time of placement of the Order. Maintenance and Support fees for a Renewal Term (as defined below) shall be determined by eDoc and eDoc shall notify Client of the new amount at least forty-five (45) days prior to the next Renewal Term. eDoc shall invoice Client for Maintenance and Support fees for Renewal Terms at least forty-five (45) days prior to the end of the then-current Renewal Term. The Maintenance and Support fees for any Renewal Term less than twelve (12) calendar months will be pro-rated based upon the number of calendar months in such period (including the calendar month in which such Renewal Term commences).

5. **CLIENT'S RESPONSIBILITIES.**

5.1 Operation of the Software. Client acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Client is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. eDoc and Licensor shall have no responsibility or liability for data loss. eDoc and Licensor shall have no responsibility or liability for Client's selection or use of the Software or any hardware, third party software or systems.

5.2 Client's Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Supported Software, Client agrees to implement, in the manner instructed by eDoc, all Error corrections and Upgrades and Enhancements. Client's failure to implement any Error corrections or Upgrades and Enhancements of the Supported Software as provided in this Section shall relieve eDoc of any responsibility or liability whatsoever for any failure or malfunction of the Supported Software, as modified by a subsequent Error correction or Upgrade and Enhancement, but in no such event shall Client be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term of the Agreement.

5.3 Notice of Errors; Documentation of Errors. Client shall provide prompt notice of any Errors in the Supported Software discovered by Client, or otherwise brought to the attention of Client, in accordance with Service Provider's then current policies for reporting of Errors. During Standard Hours, proper notice may include, without limitation, prompt telephonic and/or written notice via e-mail to support@edocumentresources.com of any alleged Error. If requested by eDoc, Client agrees to provide written documentation of Errors to substantiate the Errors and to assist eDoc in the detection and correction of said Errors.

5.4 Access to Premises and Systems. Client acknowledges and agrees that eDoc requires on-line access to the Supported Software installed on Client's systems in order for eDoc to provide Maintenance and Support. Accordingly, Client shall install and maintain, at Client's sole cost and expense, properly functioning and accessible communication methods, including without limitation telephones, online collaboration, e-mail systems, and the appropriate communications software as specified by eDoc; and Client shall establish and maintain, at Client's sole cost and expense, an adequate or dedicated connection with eDoc to facilitate eDoc's on-line Maintenance and Support. Client shall make available reasonable access to and use of Client's premises, computer hardware, peripherals, Supported Software and other software as eDoc deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support. In addition, Client acknowledges and agrees that Licensor may be engaged by eDoc to provide Error corrections or other Maintenance and Support directly to Client and, accordingly, Client shall provide such same access directly to Licensor. Such right of access and use shall be provided at no cost or charge to eDoc or Licensor.

6. **INITIAL AND RENEWAL TERMS OF MAINTENANCE AND SUPPORT.** Subject to the early termination provisions of the Agreement, the initial term of Maintenance and Support (the "**Initial Term**") shall commence on the day that eDoc issues to Client license codes for the Supported Software licensed by Client under the applicable EULA and shall expire on the first annual anniversary of such date or as such other date specified on the applicable Order. Thereafter Maintenance and Support shall be automatically renewed on a cycle of either: (1) annually for successive one-year terms; or (2) at the end of the Initial Term, for a period from the first day after the end of the Initial Term through December 31 of the calendar year in which the Initial Term ends, and thereafter, annually on a calendar year by calendar year basis (each, a "**Renewal Term**"), unless either party provides the other party written notice of non-renewal at least thirty (30) days prior to the end of the then-current term of Maintenance and Support. The Initial Term and a Renewal Term together shall be referred to as the "**Support Term**."

7. **TERMINATION OF MAINTENANCE AND SUPPORT.** Client may terminate Maintenance and Support at any time, for any reason or for no reason, upon not less than sixty (60) days advance written notice to eDoc. Client shall not be entitled to a refund from eDoc of any Maintenance and Support fees for such termination. If Client terminates Maintenance and Support because of a breach by eDoc, Client shall be entitled to a refund from eDoc of the "unused portion of the annual maintenance fees" for the then-current term of Maintenance and Support; provided however that Client is current on all payment obligations under this Agreement. For these purposes, the "unused portion of the annual maintenance fees" shall mean that portion of the Maintenance and Support fees paid by Client based on the then-remaining term for which such fees apply.

7.1 Effect of Termination. If Client elects not to renew Maintenance and Support services or either party terminates Maintenance and Support as set forth herein, such termination and/or election shall not affect Client's license to the applicable Software hereunder and the order for such Software shall remain in full force and effect. If Client's license to use any of the Software is terminated for any reason, Maintenance and Support services will terminate as to such Software.

7.2 Reinstatement of Maintenance and Support. In the event of the termination of Maintenance and Support by Client under Section 7, Client may at any time reinstate Maintenance and Support in accordance with this Section 7.2. To obtain reinstatement, Client shall deliver a written request for reinstatement to eDoc, together with payment in full of (i) Maintenance and Support fees, based upon eDoc's support and maintenance fee schedule in effect as of the time of such reinstatement, for all periods that have elapsed from the effective date of such termination through the effective date of such reinstatement; and (ii) an amount equal to one hundred ten percent (110%) of the Maintenance and Support fee, based on Client's Maintenance and Support fees in effect as of the time of such reinstatement, for the Renewal Term of Maintenance commencing on the effective date of such reinstatement. Any reinstatement under this Section 7.2 shall be effective as of the first business day after eDoc has received the payments required to be made hereunder in connection with such reinstatement. Renewals of Maintenance and Support shall thereinafter continue as described in Section 6 above.

AGENDA ITEM #12.

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

December 3, 2013

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

Re: **Disposal of Salvage or Surplus Property**

Gentlemen,

It is requested that authorization be granted to dispose of the salvage and/or surplus property items represented on the attached awaiting disposal (AD) list. This request is per the instructions outlined in the Texas Local Government Code, section 263.152, Disposition.

These items will be placed on the GovDeals website or other authorized means of disposal within 30 days after authorization is granted.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder T.D.

Rufus Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachment

Dickey, Tammy

From: Beshears, Vickie
Sent: Monday, December 02, 2013 4:12 PM
To: Dickey, Tammy
Subject: CC Agenda Request
Attachments: Scanned from a Xerox Multifunction Device.pdf

Hello Tammy,

Please place the items below on the next available CC agenda for approval to be properly disposed of.

Parks Department
- 101 Chairs
- 1 ea kiln

Fleet Department
- 2 ea 2005 Ford Transport Vans
- 6 ea 2009 Ford Crown Vics

Fleet Department/Sheriff's Department
- Receive into inventory and then auction seized 2000 Dodge Ram Pick-up Truck

Sheriff's Department
- 1 ea Truck Bed Cover

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

Beshears, Vickie

From: Diaz, Julie
Sent: Monday, November 25, 2013 11:20 AM
To: Beshears, Vickie
Cc: Snook, Kelly; Parker, Cameron; Krupa.Jennifer
Subject: RE: Disposal of chairs

Vickie,

According to the Center Manager at Dickinson, the chairs should be able to be auctioned,.

Thanks,

Julie Diaz, CPRP, CPO
Assistant Director
Galveston County Parks and Senior Services
4102 Main Street (FM 519)
La Marque, Texas 77568
409-934-8114 Direct
409-934-8100 Parks Administrative Office julie.diaz@co.galveston.tx.us www.galvestonparks-seniors.org

Find us at www.facebook.com/GalvestonCountytx and join the conversation!
Follow us on Twitter at www.twitter.com/GalCoTx

-----Original Message-----
From: Beshears, Vickie
Sent: Monday, November 25, 2013 11:02 AM
To: Diaz, Julie
Cc: Snook, Kelly; Parker, Cameron; Krupa.Jennifer
Subject: RE: Disposal of chairs

Good Morning Julie,

Are we able to send these chairs to auction or are these chairs soiled/unsanitary.

Please advise.

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

-----Original Message-----
From: Diaz, Julie
Sent: Thursday, November 21, 2013 10:16 AM
To: Beshears, Vickie
Cc: Snook, Kelly; Parker, Cameron; Krupa.Jennifer
Subject: Disposal of chairs

Hey Vickie,

We have 101 chairs at Dickinson Community center that we need to dispose of.

We would like to get the disposal on the December 10th agenda if possible.

Do you need anymore information from me?

Thanks,

Julie Diaz
Sent from my iPhone

GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 10/31/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: J Krupa — Jennifer Krupa — Parks & Senior Services
Authorized Signature — Print Name — Department/Division

Re: Pre-disposal disclosure

Method of Disposal: _____ Destroy _____ Scrap _____ Salvage Starting Bid $ [illegible]

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: [illegible] Description: [illegible]

Make: N/A Model: N/A

Serial/VIN: N/A Year: N/A Color: N/A

Description of Use: Ceramics instruction and class at the Galveston Senior Center

Reason for Disposal: We have a kiln in working condition and do not have a place for this unit.

Is this item currently in sound working condition?
See Below ____ Yes ____ No

If no, please describe and list all defects.
Unit does not have a control panel / computer, all heating elements and wire connections unknown working conditions. Kiln itself is in good condition (barely used if at all).

Other: From Peggy Davis, Bacliff Center Manager: I know that we had a company look at it. I think it was called Brenan out of Alvin. I can see if I can find his company and see if maybe he has that information. It was all before the hurricane.

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

11/13/13
Date Form Processed

VB
Fixed Asset Property Manager

Form No. FA-07
03/18/2013

GALVESTON COUNTY, TEXAS
FIXED ASSET AWAITING DISPOSAL LISTING

FAID	Department	PC	Description	Year	Make	Model	Serial Number
27100	172111	VH	TRANSPORT VAN	2005	FORD	S314	1FBSS31L75HA82948
27106	172111	VH	TRANSPORT VAN	2005	FORD	138 ECONOLINE CLUB WAGON	1FBSS31L55HA82950
30161	172111	VH	4 DOOR SEDAN	2009	FORD	CROWN VIC	2FAHP71V29X123854
30162	172111	VH	4 DOOR SEDAN	2009	FORD	CROWN VIC	2FAHP71V19X123859
30163	172111	VH	4 DOOR SEDAN	2009	FORD	CROWN VIC	2FAHP71V49X123855
30164	172111	VH	4 DOOR SEDAN	2009	FORD	CROWN VIC	2FAHP71VX9X123858
30166	172111	VH	4 DOOR SEDAN	2009	FORD	CROWN VIC	2FAHP71V09X123853
30171	172111	VH	4 DOOR SEDAN	2009	FORD	CROWN VIC	2FAHP71V69X123856

Record Count: 8

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 11/13/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Charles Langford (Signature) CHARLES LANGFORD (Print Name) FLEET (Department/Division)

Re: Pre-auction vehicle disclosure

Startline Bid:

Disposal of FAID No: 27106 Description: E350 FORD VAN

Unit # C0006 Serial/VIN: 1FBSS31L55HA82954 Mileage: 151986

Reason for Disposal: AGE + MAINTANCE

Has this vehicle ever been in a wreck? ✓ Yes ___ No If Yes, what year. 2008

What type of damaged resulted from wreck? FENDER CAB / BODY

List any engine issues: ___

List any transmission issues: ___

List any fluid leaks (oil, fuel, radiator, transmission, etc.) ___

Are all tires road-worthy? ✓ Yes ___ No If No, please explain: ___

Is there a spare tire? ✓ Yes ___ No Is the full jack present? ✓ Yes ___ No

Other: DOOR ON DRIVER SIDE NEED ARM REST REPAIRED.

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11/13/13
Date Form Processed

JB
Fixed Asset Property Manager

Form No. FA-06

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 11/13/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: C Langford (Signature) CHARLES LANGFORD (Print Name) FLEET (Department/Division)

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 27100 Description: E350 VAN 2005

Unit # C4504 Serial/VIN: 1FBSS31L75HA82948 Mileage: 137240

Reason for Disposal: AGE, MILEAGE, MAINTANCE

Has this vehicle ever been in a wreck? ____ Yes ✓ No If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? ✓ Yes ____ No If No, please explain: _____

Is there a spare tire? ✓ Yes ____ No Is the full jack present? ____ Yes ✓ No

Other: _____

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11/13/13
Date Form Processed

VB
Fixed Asset Property Manager

Form No. FA-06

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 12-2-13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Charles Langford (Signature) Charles Langford (Print Name) Fleet (Department/Division)

Re: Pre-auction vehicle disclosure

Starting Bid: $1000

Disposal of FAID No: 30161 Description: 2009 Crown Vic

Unit # C3910 Serial/VIN: 2FAHP71V29X123854 Mileage: 118000

Reason for Disposal: Mileage----age----maintance

Has this vehicle ever been in a wreck? X Yes ____ No If Yes, what year. 2011

What type of damaged resulted from wreck? Replace misc Parts Cab/Body

List any engine issues: ____

List any transmission issues: ____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) ____

Are all tires road-worthy? X Yes ____ No If No, please explain: ____

Is there a spare tire? ____ Yes x No Is the full jack present? ____ Yes X No

Other: Hole in Roof & Trunk-----Paint off hood, spots.

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PURCHASING DEPARTMENT USE ONLY

12/2/13
Date Form Processed

VB
Fixed Asset Property Manager

5

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 12-2-13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Charles Langford (Signature) Charles Langford (Print Name) Fleet (Department/Division)

Re: Pre-auction vehicle disclosure

Starting Bid: $1000

Disposal of FAID No: 30162 Description: 2009 Crown Vic

Unit # C3909 Serial/VIN: 2FAHP71V19X123859 Mileage: 127963

Reason for Disposal: Mileage----age----maintance

Has this vehicle ever been in a wreck? ____ Yes X No If Yes, what year. ____

What type of damaged resulted from wreck? ____

List any engine issues: ____

List any transmission issues: ____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) ____

Are all tires road-worthy? X Yes ____ No If No, please explain: ____

Is there a spare tire? ____ Yes X No Is the full jack present? ____ Yes X No

Other: Hole in Roof & Trunk

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12/2/13
Date Form Processed

VB
Fixed Asset Property Manager

Form No. FA-06

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 12-2-13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Charles Langford (Signature) Charles Langford (Print Name) Fleet (Department/Division)

Re: Pre-auction vehicle disclosure

Starting Bid: $1000

Disposal of FAID No: 30163 Description: 2009 Crown Vic

Unit # C3908 Serial/VIN: 2FAHP71V49X123855 Mileage: 115453

Reason for Disposal: Mileage----age----maintance

Has this vehicle ever been in a wreck? X Yes ____ No If Yes, what year. 2011

What type of damaged resulted from wreck? Front Door Cab/Body

List any engine issues: ____

List any transmission issues: ____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) ____

Are all tires road-worthy? X Yes ____ No If No, please explain: ____

Is there a spare tire? ____ Yes X No Is the full jack present? ____ Yes X No

Other: Hole in Roof & Trunk

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12/2/13
Date Form Processed

VB
Fixed Asset Property Manager

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 12-2-13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Charles Langford (Signature) | Charles Langford (Print Name) | Fleet (Department/Division)

Re: Pre-auction vehicle disclosure

Starting Bid: $1000

Disposal of FAID No: 30164 Description: 2009 Crown Vic

Unit # C3907 Serial/VIN: 2FAHP71VX9X123858 Mileage: 121994

Reason for Disposal: Mileage----age----maintance

Has this vehicle ever been in a wreck? ____ Yes X No If Yes, what year. ____

What type of damaged resulted from wreck? ____

List any engine issues: ____

List any transmission issues: ____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) ____

Are all tires road-worthy? X Yes ____ No If No, please explain: ____

Is there a spare tire? ____ Yes x No Is the full jack present? ____ Yes X No

Other: Hole in Roof & Trunk

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PURCHASING DEPARTMENT USE ONLY

12/2/13
Date Form Processed

VD
Fixed Asset Property Manager

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 12-2-13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Charles Langford (Signature) Charles Langford (Print Name) Fleet (Department/Division)

Re: Pre-auction vehicle disclosure

Starting Bid: $1000

Disposal of FAID No: 30166 Description: 2009 Crown Vic

Unit # C3905 Serial/VIN: 2FAHP71V09X123853 Mileage: 114524

Reason for Disposal: Mileage----age----maintance

Has this vehicle ever been in a wreck? ____ Yes X No If Yes, what year. ____

What type of damaged resulted from wreck? ____

List any engine issues: ____

List any transmission issues: ____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) ____

Are all tires road-worthy? X Yes ____ No If No, please explain: ____

Is there a spare tire? X Yes ____ No Is the full jack present? ____ Yes X No

Other: Hole in Roof & Trunk

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PURCHASING DEPARTMENT USE ONLY

12/2/13
Date Form Processed

VB
Fixed Asset Property Manager

Form No. FA-06

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 12-2-13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Charles Langford (Signature) Charles Langford (Print Name) Fleet (Department/Division)

Re: Pre-auction vehicle disclosure

Starting Bid: $1000

Disposal of FAID No: 30171 Description: 2009 Crown Vic

Unit # C3911 Serial/VIN: 2FAHP71V69X123856 Mileage: 107495

Reason for Disposal: Mileage----age----maintance

Has this vehicle ever been in a wreck? X Yes ____ No If Yes, what year. 2009

What type of damaged resulted from wreck? Replace misc Parts Cab/Body

List any engine issues: ____

List any transmission issues: ____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) ____

Are all tires road-worthy? X Yes ____ No If No, please explain: ____

Is there a spare tire? ____ Yes x No Is the full jack present? ____ Yes X No

Other: Hole in Roof & Trunk----Paint miss on hood, has spots of missing paint.

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

12/2/13
Date Form Processed

VB
Fixed Asset Property Manager

Form No. FA-06

THE STATE OF TEXAS
COUNTY OF CALHOUN

GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 10-28-13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [signature] Authorized Signature — MICHEL Roy Print Name — Fleet Department/Division

Re: Pre-disposal disclosure

Method of Disposal: ____ Destroy ____ Scrap ____ Salvage Starting Bid $ 50.00

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: ____ Description: [illegible]

Make: Possible Dodge Model: RAM 1500

Serial/VIN: Unknown Year: Unknown Color: [illegible]

Description of Use: Bed Cover

Reason for Disposal: Vehicle No Longer In our fleet

Is this item currently in sound working condition? ✓ Yes No

If no, please describe and list all defects.

Other: 7' bed
71' wide at [illegible]
14' wide at [illegible]

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

11/14/13
Date Form Processed

VB
Fixed Asset Property Manager

Form No FA-07
03/18/2013

AGENDA ITEM #13.

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

November 4, 2013

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

Re: Receive and Properly Dispose Court Ordered Items

Gentlemen,

As a result of Cause Number 12CV3046, the following equipment is requested to be filed into Galveston County inventory and transferred to the Galveston County Sheriff Office.

Furthermore, the Sheriff Office is requesting that these items be auctioned and the proceeds be deposited into the Sheriff Office seizure account.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder T.D.

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

Dickey, Tammy

From: Beshears, Vickie
Sent: Monday, December 02, 2013 4:12 PM
To: Dickey, Tammy
Subject: CC Agenda Request
Attachments: Scanned from a Xerox Multifunction Device.pdf

Hello Tammy,

Please place the items below on the next available CC agenda for approval to be properly disposed of.

Parks Department
- 101 Chairs
- 1 ea kiln

Fleet Department
- 2 ea 2005 Ford Transport Vans
- 6 ea 2009 Ford Crown Vics

Fleet Department/Sheriff's Department
- Receive into inventory and then auction seized 2000 Dodge Ram Pick-up Truck

Sheriff's Department
- 1 ea Truck Bed Cover

Please let me know if you have any questions.

Regards,

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

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

1912 Sealy
Galveston, Texas 77551

CHARLES S. LANGFORD
FLEET MANAGER
COUNTY OF GALVESTON

November 14, 2013

To: Vickie Beshears

Subject: Dodge Truck

Please place the following information on the next available Commissioner's Court agenda for approval to receive and auction this vehicle.

2000 Dodge Ram pick-up---Vin 1B7HC13Z6YJ168709.

Thank You

Charles Langford
Fleet Manager

Beshears, Vickie

From: Tutt, Ray
Sent: Wednesday, November 13, 2013 11:40 AM
To: Beshears, Vickie
Subject: Disposal of Awarded Vehicle

Importance: High
Sensitivity: Confidential

Please initiate action to receive & auction the following vehicle awarded to us under Cause # 12CV3046:

2000 Dodge Ram pickup truck, VIN 1B7HC13Z6YJ168709

I'll bring you a certified copy of the award order so you may begin your process. If you need to examine the vehicle, please contact Lt. Ron Hill at x5228 or anyone in the Identification Division to gain access.

MAJ. RAY TUTTOILMONDO
GALVESTON COUNTY SHERIFF'S OFFICE
601 54TH ST., SUITE 2100
GALVESTON, TX 77551-4248
(409) 766-2369
RAY.TUTT@CO.GALVESTON.TX.US

12-00003455

COUNTY of GALVESTON
Criminal District Attorney
JACK ROADY

Donna W. Cameron
First Assistant

Johnny J. Freeze
Chief Investigator

Zonia Wilturner-Smith
Chief Executive Officer

September 11, 2013

12-3455

Lt. Ron Hill
Galveston County Sheriff's Office
601 54th Street
Galveston, Texas 77551

Re: The State of Texas vs. One Silver 2000 Dodge Ram Pickup Truck; (Jake Louis Kay); Cause Number 12CV3046; In the 10th District Court of Galveston County, Texas

Dear Lt. Hill:

The property seized in this case has been ordered forfeited by the Court. Please disburse the property pursuant to our agreement.

1) One Silver 2000 Dodge Ram Pickup Truck, VIN # 1B7HC13Z6YJ168709 to your agency.

A certified copy of the order granting final judgment is enclosed, if you have any questions please contact me.

Sincerely,

Brent Haynes
Assistant Criminal District Attorney
600 59th Street, Suite 1001
409-770-6280 - Phone
409-765-3126 – Direct Fax
Brent.Haynes@co.galveston.tx.us

12-CV-3046
DCDEJF
Default Judgment - Final
662134

CAUSE NO. 12CV3046

2013 JUN 25 AM 10:55

THE STATE OF TEXAS	IN THE DISTRICT COURT OF
V.	GALVESTON COUNTY, TEXAS
ONE SILVER 2000 DODGE RAM PICKUP TRUCK	10TH JUDICIAL DISTRICT

ORDER GRANTING FINAL DEFAULT JUDGMENT

The State of Texas' Motion for Final Default Judgment is **GRANTED**.

This is a contraband forfeiture action filed by the Galveston County Criminal District Attorney pursuant to Texas Code of Criminal Procedure Chapter 59. The Galveston County Criminal District Attorney, on behalf of the State, seeks to have **ONE SILVER 2000 DODGE RAM PICKUP TRUCK, V.I.N. 1B7HC13Z6YJ168709,** found in the possession of **JAKE LOUIS KAY** on or about **NOVEMBER 20, 2012** in Galveston County, Texas declared contraband and forfeited to the State.

The record reflects that no answer has been filed or appearance made by **JAKE LOUIS KAY**, the time allowed by law for doing so has expired. The record also reflects that the registered owner and only other respondent, **VICKI ELAINE HELMS,** has appeared in this cause and has disclaimed any interest in the vehicle.

THE COURT FINDS that the vehicle is contraband under Texas Code of Criminal Procedure Chapter 59.

IT IS, THEREFORE, ORDERED that **ONE SILVER 2000 DODGE RAM PICKUP TRUCK, V.I.N. 1B7HC13Z6YJ168709,** is hereby forfeited to the State of Texas. Said property shall be administered by the Galveston County Criminal District Attorney pursuant to Texas Code of Criminal Procedure Article 59.06.

IT IS FURTHER ORDERED, pursuant to Texas Code of Criminal Procedure Article 59.06(f), that the Texas Department of Transportation, Motor Vehicle Division, and all other appropriate state agencies, shall issue good and sufficient title to the vehicle effective **NOVEMBER 20, 2012,** such that will perfect title in the **GALVESTON COUNTY SHERIFF'S OFFICE** and any subsequent purchaser from said agency.

THIS JUDGMENT DISPOSES OF ALL PARTIES AND CLAIMS AND IS FINAL.

SIGNED on the 24TH day of JUNE, 2013.

JUDGE PRESIDING

I, John D. Kinard, District Clerk and Custodian of Records for District Courts of Galveston, County, Texas do hereby certify that the foregoing is a true and correct copy of the original record, now in my lawful custody and filed in this office on the 25TH day of JUNE 2013 witness my official hand and seal of office this 28TH day of JUNE, 2013

JOHN D. KINARD, DISTRICT CLERK
Galveston County, Texas
By _____ Deputy

DISTRICT COURT ★ OF GALVESTON COUNTY, TEXAS ★

ASSET ACQUISITION FORM

DATE: 10/23/2013

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: RH — Department Asset Custodian Authorized Signature; RON HILL — Print Name; SHERIFF — Department Division

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

ACQUISITION METHOD: ___ Donation ✓ Seizure ___ Other: ___

Description: 2000 DODGE EXTENDED CAB TRUCK Color: GRAY

Year: 2000 Make: DODGE Model: RAM

Serial/VIN: 1B7HC13Z6YJ168709 Date received: 11/10/12

Acquired From: Name: JAILE LOUIS KAY Phone No: ___

Address: 309 7TH ST.

City State: SAN LEON, TX 77539

**Fair market value at time of receipt: $ 3,307

*****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: ___

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

11/14/13 — Date Form Processed

VB — Fixed Asset Property Manager

Form No. [illegible]
Revised [illegible]

FLEET PRE-AUCTION DISCLOSURE FORM

DATE. 11/14/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [Signature] Signature — Ron Hill Print Name — Sheriff Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: $1000

Disposal of FAID No: _____ Description: 2000 Dodge Ram Truck

Unit # _____ Serial/VIN: 1B7HC13Z6YJ168709 Mileage: 169858

Reason for Disposal: Awarded to County

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year. UNKNOWN

What type of damaged resulted from wreck? _____

List any engine issues: NONE KNOWN

List any transmission issues: NONE KNOWN

List any fluid leaks (oil, fuel, radiator, transmission, etc.) NONE KNOWN

Are all tires road-worthy? ✓ Yes ____ No If No, please explain: _____

Is there a spare tire? ✓ Yes ____ No Is the full jack present? ✓ Yes ____ No

Other: DASH NEEDS TO BE REPLACED / SLIGHT DAMAGE TO FRONT BUMPER

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

11/14/13
Date Form Processed

VD
Fixed Asset Property Manager

Form No. FA-06

AGENDA ITEM #14.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

November 26, 2013

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

Re: Bid #B122002A Corrugated Polyethylene Pipe for Culverts

Gentlemen,

The contract associated with Bid #B12202A Corrugated Polyethylene Pipe for Culverts is scheduled for its second extension on December 21, 2013. The contracted vendor for this service is ACT Pipe & Supply. No amendments to the contract have been requested at this time.

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

Attachments

The County of Galveston

ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 281/614-5073

Date: November 12, 2013

To: Rufus Crowder, Purchasing Agent

From: Layne Harding, Road Administrator

Re: **Bid# B122002A – Corrugated Polyethylene Pipe**

In reference to the above bid for Corrugated Polyethylene Pipe, I recommend extending this contract with ACT Pipe & Supply for one more year.

LH/djs

ACT
PIPE & SUPPLY

'13 NOV 25 4:01 PM

November 22, 2013

Rufus Crowder

Galveston County Purchasing Agent

722 Moody, 5th Floor

Galveston, Texas 77550

Dear Mr. Crowder

ACT Pipe and Supply hereby notifies the County of Galveston of its intent to extend contract (CM12005) for the purchase of Corrugated Polyethylene Pipe for Culverts referencing Bid#B122002A under the same terms and conditions.

The new term for the contract will be from December 22, 2013-December 21, 2014.

If you have any questions, please feel free to contact me.

Rick Rasberry

ACT Pipe and Supply

Area Manager Underground Division

1405 ASHLEY • BEAUMONT, TEXAS 77701 • (409) 813-2796 • FAX (409) 813-2623

SPECIAL PROVISIONS
CORRUGATED POLYETHYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

GENERAL:

This specification covers the requirements for corrugated polyethylene pipe for use in surface drainage applications.

Prices bid will be firm for a period of one (1) year from date award by Commissioners' Court and may be extended two (2) additional one (1) year periods if mutually agreeable.

USES:

Corrugated polyethylene pipe is intended for surface and subsurface drainage applications where soil or stabilized back fill material provides support to its flexible walls. Its major use will be to collect or convey drainage water by gravity flow, such as culverts, storm drains, etc.

MATERIALS:

A) Basic Material: Pipes shall be made of virgin PE compounds which conform with the requirements of Type III or IV, Category "3", "4", or "5"; Grade P33, Class C; or P34, Class C as defined and described in ASTM D 1248.

B) Reworked Material: Clean reworked material generated from the manufacturer's own production may be used by the manufacturer provided that the pipe produced meets all requirements of this specification.

REQUIREMENTS:

A) The Corrugated Polyethylene Pipe shall be the type that has a smooth inside surface. It shall conform to AASHTO M294, Type S.

B) The pipe shall be free of foreign inclusions and visible defects. The ends of the pipe shall be cut squarely and cleanly so as not to adversely affect joining or connecting.

C) Visible defects such as cracks, creases, unpigmented or nonuniformly pigmented pipe are not permissible.

D) Pipe Dimensions: The nominal size for the pipe and fittings is based on the nominal inside diameter of the pipe. Nominal diameters will be 12", 15", 18", 24", 30, 42", & 48". The most common length will be 20'.

DELIVERY:

Delivery shall be made to the three (3) Galveston County Road and Drainage locations listed:

Location 1 -	7th & Broadway Port Bolivar, Texas 77650
Location 2 -	11730 Highway 6 Santa Fe, Texas 77510
Location 3 -	3111 Nichols Dickinson, Texas 77539

There should be no restrictions on quantity ordered, and a sufficient supply should be kept available as to insure prompt delivery. Galveston County anticipates expenditures to exceed $20,000.00 per year. However, the County does not guarantee any minimum amounts, and will pay only for items actually ordered and delivered.

SPECIAL PROVISIONS
CORRUGATED POLYETHYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

ORDERING AND PAYMENT:

A) Pipe shall be ordered by the 20' joint of the desired diameter.
B) Payment on pipe will be made on liner feet delivered to the above locations.

BID #: B122002A
OPEN: 12/01/2011
10:00 AM

BID SHEET

CORRUGATED POLYETHYLENE PIPE FOR CULVERTS

GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL $ 155.35

OPTIONS TO RENEV 2 Extensions/1 Year Options

Misty O'Neal
WITNESS

11/30/2011
DATE

ACT Pipe & Supply Inc.
COMPANY NAME

RR
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Rick Rasberry
PRINTED NAME

Area Manager
TITLE

8921 FREY Rd.
CORRESPONDENCE ADDRESS

Houston, TX 77034
CITY, STATE ZIP CODE

3-20332-8776-7
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

6950 W. Sam Houston Pkwy N.
REMIT ADDRESS

Houston Texas 77041
CITY, STATE ZIP CODE

713-937-0600
TELEPHONE NUMBER

713-947-7451
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B122002A
OPEN: 12/01/2011
10:00 AM

CORRUGATED POLYETHYLENE PIPE FOR CULVERTS

GALVESTON COUNTY, TEXAS

VENDOR ID: 700616 ACT PIPE AND SUPPLY

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	91339	12" CORRUGATED POLYTHYLENE PIPE	1	LF	505261200	$ 4.26	$ 4.26
0002	91339	15" CORRUGATED POLYETHYLENE PIPE	1	LF	505261500	$ 6.50	$ 6.50
0003	91339	18" CORRUGATED POLYETHYLENE PIPE	1	LF	505261800	$ 7.83	$ 7.83
0004	91339	24" CORRUGATED POLYETHYLENE PIPE	1	LF	505262400	$ 14.01	$ 14.01
0005	91339	30" CORRUGATED POLYETHYLENE PIPE	1	LF	505263000	$ 19.56	$ 19.56
0006	91339	36" CORRUGATED POLYETHYLENE PIPE	1	LF	505263600	$ 24.40	$ 24.40
0007	91339	42" CORRUGATED POLYETHYLENE PIPE	1	LF	505264200	$ 34.53	$ 34.53
0008	91339	48" CORRUGATED POLYETHYLENE PIPE	1	LF	505264800	$ 44.26	$ 44.26
					Extended Price Total of all Item	$	155.35

AGENDA ITEM #15.

SAA
Serve Texas. Administer Resources.

State Administrative Agency
Extension Request Form

EXTENSION INFORMATION
(Please complete all fields below and provide detail information)

Date: 11/25/13 Agency/Jurisdiction: Galveston County Region / UASI: Houston UASI

Requestor's Information Name: David Popoff Phone #: 281-309-5003 Email: david.popoff@co.galveston.tx.us

Grant Information:

Grant Year: 2011 Grant: UASI

Award Amount: $2,378,250.00

Amt. Invoiced: (Submitted to SAA)

Amt. Uncommitted:

Performance Period:

Current End Date: Nov 30, 2013

Requested End Date: Dec 31, 2013

Project Information:
Please provide the following project information for requested grant & grant year:

Total # of projects sub-grantee is responsible for: 8

Total # of projects completed: 5

List projects included in this extension: If ALL, check box ☐
(Please use SPARS titles)

1. Subscriber Radios
2. Galveston County - EOC Technology Improvements
3. M&A
4.
5.
6.

Justification for Extension: (Please be *project* specific)

The radios for the Subscriber Radio project were ordered, but had delays in shipping. They have been received, inventoried, asset tagged, and distribution is in progress. The shipping delay has caused an invoicing and payment delay. This is in progress and should be complete by 12/31/2013

The Galveston County - EOC Technology Improvement project was delayed during the change order processing. The expenditures have been approved and are in progress, but will not be completed by 11/30/2013.

The M&A funds cannot be expended until the above projects are completed.

Date | Printed Name (Director/Authorized Official) | Signature (Director/Authorized Official)

Regional or UASI POC Use Only

POC Name: Date Received:

Notes or Comments:

☐ APPROVED
☐ DENIED

Date | Printed Name (Regional POC/UASI POC) | Signature (RegionalPOC/UASI POC)

NOTE: Save a copy of this form for your records

SAA USE ONLY

STEP 1 -
Grant Coordinator Review

Date Received | GC Initials | BA Initials | Lead Initals | Spvr Initals

☐ APPROVED
☐ DENIED

Notes or Comments:

STEP 2 -
Management Review

Dep. Adm. Initals | Signature - Deputy Assistant Director | Date

☐ APPROVED
☐ DENIED

Notes or Comments:

AGENDA ITEM #16.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 11/19/2013	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: Yes / No
4. Department Name: Sheriff's - Communications	5. Department Contact: R. Tuttoilmondo	
6. Description:	Interlocal Agreement - Radio Repair Service For Units Used on Public Safety Radio System	
7. IFAS PEID No: 401127	8. IFAS Req No: N/A	9. Orgkey: 1101-211171 / 10. Object Code: 5481000
11. Vendor: Harris County	12. Vendor Contract No:	
13. Requested Legal Review: Yes / No (Explain if No) COMPLETED		

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
General	1101	$12,500	$12,500	$12,500	$12,500	$12,500	$12,500
22. Totals:		12,500	12,500	12,500	12,500	12,500	12,500

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:	R Tuttoilmondo	11/19/13
Assistant Purchasing Agent:	[signature], CPPB	11/20/13
County Legal:	[signature]	11/20/2013

Contract listed in Budget Documentation: YES NO

County Budget Office:	[signature]	11/20/2013

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

County County Auditor:	[signature]	11-20-13

INTERLOCAL AGREEMENT TO PROVIDE RADIO REPAIR SERVICE FOR RADIO UNITS USED ON PUBLIC SAFETY RADIO SYSTEM

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement is made between **Harris County, Texas** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **County of Galveston** (the "User"), acting by and through its governing body.

R E C I T A L S:

The County owns a public safety trunked radio system that is licensed by the Federal Communications Commission (the "FCC"), which permits radio communications and transmissions via radio units;

The County regularly contracts with surrounding local governmental entities to provide radio service, radio equipment, radio equipment installation, as well as repair service for radio equipment used on the public safety trunked radio system;

The User is currently authorized to access the public safety radio system;

The User desires to obtain radio equipment installation and repair services from the County to facilitate access to the County's communications systems;

The County finds that servicing User's equipment to allow continued access to the County's communication system will predominantly serve a public purpose and the public will receive proper compensation (benefit) for this service and will maintain adequate control.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

T E R M S:

I.

For purposes of this Agreement, the following definitions apply:

A. Primary Dispatch System:
A communications system upon which the User, its agents, employees or assigns rely primarily when it desires or attempts the engagement of radio communications or radio transmissions of energy among its Radio Units;

B. Priority Access:
An assigned level of system access that determines the choice of access to the Radio System between two or more Radio Units seeking use simultaneously;

C. SmartZone Regional Radio System:
Combination of multiple Trunked Radio System(s) in and about Harris County operating under a single centralized controller as a regional radio system and managed by Harris County Information Technology Center;

D. Project 25 Regional Radio System:
Combination of multiple Trunked Radio System(s) in and about Harris County operating under a single centralized controller as a regional radio system and managed by Harris County Information Technology Center;

E. Radio System:
The combination of the SmartZone Regional Radio System and the Project 25 Regional Radio System;

F. Radio Unit:
Mobile, stationary, or portable voice radio communications units communicating among themselves at certain air wave frequencies; and

G. System Code Identification Number:
An identification number that allows Radio Units to gain access to the Radio System to enable the Radio Units to communicate among themselves at certain airwave frequencies, providing a Primary Dispatch System for a User's Radio Units;

H. Radio Authentication:
Radio authentication utilizes the Project 25 TIA102.AACE Link Layer Authentication standard. It is over-the-air compatible with other P25 manufacturer's equipment that incorporates the Link Layer standard. One of the key issues a system manager must address is minimizing the use of unauthorized radios, whether they have been lost or stolen, or have been cloned illegitimately. The Radio Authentication solution provides an extra level of verification, every time a radio registers to the system; and

I. Project 25 (P25) Phase 2
(P25) Phase 2 refers to P25 requirements and standards for a digital Common Air Interface (CAI), Time Division Multiple Access (TDMA) based, which provides one voice channel per 6.25 kHz channel spectrum efficiency. The current standards effort focuses on 2-slot TDMA which provides two voice traffic channels in a 12.5 kHz allocation.

II.

The County agrees that during the term of this Agreement, it will:

A. Provide installation of equipment to the extent resources are available and solely at its discretion;

B. Provide repair service, to the extent resources are available and solely at its discretion, to equipment used on the Regional Radio System and which meets the technological standards prescribed in Section I; and

C. Invoice the User after the services are rendered and permit payment to be made anytime within a period of up to 30 days.

III.

During the term of this Agreement, the User agrees to:

A. affirm that the County assumes no cost or responsibility for providing the Radio Units that will have access to the County's Radio System;

B. pay the County on a Time and Material basis at the rate specified in the Fee Schedule attached hereto and incorporated herein; and

C. pay invoices within thirty (30) days of the invoice date.

IV.

It is expressly understood and agreed that the County may increase the fees provided in this Agreement by giving the User written notice of its intention to increase fees at least ninety days (90) before the effective date of the proposed increase.

V.

The term of this Agreement is one (1) year and shall commence on the date this Agreement is executed by the User. Thereafter, this Agreement will automatically renew for successive one-year terms unless it is terminated by either party by giving the other party prior written notice of its intention to terminate not less than sixty (60) days prior to the expiration of the term of this Agreement.

Notwithstanding the preceding, this Agreement terminates upon either party giving the other party thirty (60) days prior written notice of its intent to terminate. Should the User terminate this Agreement as provided in this paragraph, the User agrees that payment in full of all obligations owed to the County by the User is a condition precedent to termination.

VI.

If the User fails to make any payment of any sum due under this Agreement and such failure continues for forty-five (45) days after the County has given the User written notice of such failure, then the User is in default under this Agreement. In the event of the User's default, the County has the right to terminate the Agreement, deny the User any service provided by the

County under this Agreement, and retain all moneys paid to the County pursuant to the terms and conditions of this Agreement as liquidated damages. Each and every right and remedy of the County and User are cumulative to and not in lieu of each and every other such right and remedy afforded by law and equity.

VII.

Should the County fail to perform as provided under the terms of this Agreement, the User's sole remedy is termination of this Agreement.

VIII.

In addition, the User agrees to observe and abide by any applicable administrative rules promulgated by the County from and after the date such rules become effective and have been delivered to User. Further, the User acknowledges that, should any of these statutes, rules, regulations or administrative rules change during the term of this Agreement and if the change necessitates a modification of the Agreement, the modification may be effectuated by the County without incurring any liability for this modification. Should the County notify the User of any such change, the User shall have thirty (30) days to review and agree to any proposed changes made to this Agreement. If assent to the change is not given, this Agreement terminates.

IX.

All notices and communications permitted or required under this Agreement are to be mailed by United States Postal Service, certified mail, return-receipt requested, to the following addresses:

FOR THE COUNTY: <u>All notices and communications must be mailed as follows</u>:

Original to: 1. Harris County Information Technology Center
406 Caroline, 4th Floor
Houston, TX 77002-2027

and

Copy to: 2. Commissioners Court of Harris County
Harris County Administration Building
1001 Preston, 9th Floor
Houston TX 77002-1891
Attention: Clerk of Commissioners Court

FOR THE CUSTOMER:

Original to: County of Galveston
Mark Henry, County Judge
722 Moody Ave.
Galveston, TX 77550

E-Invoicing Address: **ray.tutt@co.galveston.tx.us**

These addresses may be changed upon giving prior written notice to the other party. All mailed notices and communications are deemed given and complete upon depositing them in the United States Mail. Notwithstanding any provision to the contrary, the parties agree that the County may provide monthly invoices to the User by e-mail sent to a mutually agreed upon email address.

X.

Neither party hereto shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other party. This Agreement shall bind and benefit the County and the User and shall not bestow any rights upon any third party.

XI.

This Agreement is governed by and construed according to the laws of the State of Texas. Exclusive venue of any action or claim arising out of this Agreement is Harris County, Texas. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon the default or failure by an appropriate remedy, shall not be considered a waiver of strict compliance with any other obligation hereunder, and shall not be considered a waiver of the exercise of any rights or remedies occurring as a result of any future development or failure of performance.

XII.

The User will pay its obligations hereunder from available current revenues.

XIII.

It is expressly understood that the County neither warrants nor assumes any responsibility for installation or use of equipment or for the reliability or adequacy of services provided hereunder. Further, by requesting that the County provide these services, the User assumes the total risk of any loss associated with the installation of the radio equipment; any loss resulting from the use of the radio equipment so installed; and any loss resulting from the use of radio equipment to which other radio services have been provided by the County.

This instrument contains the entire Agreement between the parties relating to the rights granted and the obligation assumed. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both parties except for those modifications effectuated pursuant to the provisions of Paragraph VIII.

This Agreement may be executed in multiple counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each governmental entity, as evidenced by the signature of the appropriate authority.

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

By:_____
JOHN K. MCKINNEY JR.
Assistant County Attorney

HARRIS COUNTY, TEXAS

By: _____
ED EMMETT
County Judge

Date Signed: _____

ATTEST:

COUNTY OF GALVESTON

By:_____
MARK HENRY
County Judge

Date Signed:_____

ATTEST:

By:_____
DWIGHT SULLIVAN
County Clerk

Date Signed:_____

Tx-WARN System Maintenance Fee Schedule "Exhibit A"

County of Galveston

Programming Fees, Per Unit

Radio Unit (Voice) Hours Times Hourly Rate	
Portable	**.25 hours**
Mobile	**.25 hours**
Interoperability Only (portable or mobile)	**.25 hours**
Template creation/maintenance (labor to build or modify)	**Per Hour**

Maintenance Fees - Yearly Fees

Software Maintenance Agreement (Motorola SMA only)	Qty	Price	Annual
Dispatch Console Operator Position	0	$ 524.92	$ -
Subscriber	0	$ 20.95	$ -
Pretested Software Subscription(PTSS from Motorola)			
Dispatch Center	0	$ 3,569.96	$ -
Technical Support (Motorola HiTech)			
Dispatch Console Site	0	$ 825.30	$ -
Infrastructure Repair w/AR (Motorola Depot Repair)			
Dispatch Console Site	0	$ 853.65	$ -
Dispatch Console Operator Position	0	$ 851.51	$ -
T-1 Fees (actual fee from provider per T1 line)			
Leased T-1 Line, circuit # x, if applicable	0	$ 3,780.00	$ -

Service Fees

Hourly Labor Rate	**$72.00**
Travel/Service Call per call out (actual travel time based per hour rate)	**$72.00**

Additional Service Fees (not listed in ILA)

Other Maintenance Fees may apply if you own site infrastructure.
Maintenance Fees are based on Motorola or AT&T yearly fees, which could change from year to year.
A 5% administrative fee has been included in Maintenance Fees for pass-through costs that are handled by Harris County (except equipment purchases).
A 15% administrative fee has been added for parts, materials and equipment purchased through Harris County.

AGENDA ITEM #17.

Martinez, Dianna

From: Sargent, William
Sent: Tuesday, November 26, 2013 3:10 PM
To: agenda
Subject: Agenda Item for Commissioners Court

Agenda Item for the next available Commissioners Court meeting:

Title:
Consideration and Approval of Early Voting Locations for the March 4th Primary Election

Background:

On behalf of the County Clerk it is my responsibility to make the best recommendations I can on Early Voting polling locations for the Primary Elections and to submit them for your approval. The Primary Election Day locations are determined by the Republican and Democrat parties and not the county. Below you will find my recommendations for Early Voting locations:

Recommendation:

Location	Commissioner's Precinct
Galveston County Justice Center [Main location]	Steve Holmes *
Joe Faggard Community Center	Ryan Dennard (1)
Bacliff Community Center	Ryan Dennard (2)
Kemah City Hall (Council Chambers)	Ryan Dennard (3)
West County Building (Court Room) (Santa Fe)	Kevin O'Brien (1)
Mud 12 Building (Bayou Vista)	Kevin O'Brien (2)
Moody Methodist Church (Galveston)	Kevin O'Brien (3)
Dickinson Community Center	Steve Holmes (1)
Carver Park (West Texas City)	Steve Holmes (2)
La Marque City Hall	Steve Holmes (3)
Nessler Center (Texas City)	Steve Holmes (4)
Galveston County Courthouse	Steve Holmes (5)
Friendswood City Hall	Ken Clark (1)
Creekside Intermediate – League City	Ken Clark (2)
Calder Road Annex (Court Room) League City	Ken Clark (3)

Early Voting Hours of Operation

February 18-21	8 a.m. – 5 p.m.
February 22	7 a.m. – 7 p.m.
February 23	1 p.m. – 6 p.m.
February 24-28	7 a.m. – 7 p.m.

** By statute, no commissioner may have more than twice the number of polling locations in his precinct than the smallest number of polling locations in another commissioner's precinct. This does not include the main polling location which is also mandated by statute.*

Respectfully Submitted

Bill

William Sargent
Chief Deputy Clerk for Elections
Office of the County Clerk
600 59th Street, 2nd Floor
Galveston, TX 77551
409-770-5108
http://www.galvestonvotes.org

AGENDA ITEM #18.

COMPUTER SYSTEM AND SOFTWARE LICENSE SALES AGREEMENT

(Ver. 3.1.5)

This Agreement is made this _____day of _____, 2013, by and between FIDLAR OF TEXAS, (FIDLAR) and GALVESTON COUNTY, TEXAS (the "CLIENT").

RECITALS

A. FIDLAR designs, develops and licenses its own computer software programs, all of which are hereinafter referred to as "software."

B. CLIENT desires to purchase from FIDLAR licensed computer software for the purpose of indexing and imaging documents electronically.

TERMS OF AGREEMENT

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

ARTICLE I - GENERAL TERMS

1.1 COMPUTER SYSTEM: CLIENT agrees to buy from FIDLAR, and FIDLAR agrees to sell to CLIENT, the licensed program(s) described in SCHEDULE A, at the price quoted and subject to the terms of this Agreement. Article II describes the terms of this Agreement as it relates to the software.

1.2 ACCEPTANCE BY CLIENT: CLIENT agrees to accept the software at the conclusion of installation and testing of the software referenced in SCHEDULE A and completion of the training period, provided the software performs as presented to GALVESTON COUNTY TEXAS. If CLIENT notifies FIDLAR of a material problem with the software within 90 days of installation and testing, FIDLAR will use its best efforts to correct such problems. In the event FIDLAR is unable to correct the material problem within 30 days following receipt of written notice, , CLIENT may elect, at its sole discretion, to cancel this contract and receive a refund of all funds paid to FIDLAR.

1.3 DELIVERY: FIDLAR will deliver the Computer System to CLIENT at CLIENT'S facility located at:

Dwight D. Sullivan
Galveston County Texas
County Clerk's Office
600 59th Street Suite 2001
Galveston, Texas 77551-4180

GALVESTON COUNTY TEXAS
County Clerk's Office
174 Calder Road, Suite 149
League City, Texas 77573

ARTICLE II - SOFTWARE LICENSE

2.1 PROPERTY RIGHTS: CLIENT agrees that all program specifications, systems, design, applications, routines, subroutines, techniques, ideas and/or formula utilized or developed or provided by FIDLAR in connection with CLIENT's implementation of the software are and shall remain the sole property of FIDLAR.

2.2 LICENSE: FIDLAR hereby grants CLIENT the rights to a nonexclusive and nontransferable license for the possession and use of all software (Licensed Software) pursuant to the Agreement described in SCHEDULE A.

A. CLIENT agrees not to copy the software covered by this Agreement in any manner, except in normal backup procedures for storage both on-site and off-site, without the express written consent of FIDLAR.

B. The use of any portion of the software for any purpose shall be for CLIENT use only and shall remain subject to all terms and conditions of this Agreement. In the event this license is terminated, the software will be completely removed from all CLIENT systems.

C. CLIENT is exclusively responsible for the supervision, management, and control of its use of the Software. Except as provided otherwise in this Agreement, CLIENT agrees: (a) To not reveal any information contained in the Software, or any part thereof, or any copies thereof, in any form, to any third party except pursuant to a court order or as required by law; (b) To take all reasonable precautions to hold in confidence the design and documentation of the Software; (c) To not encumber, assign, sublicense, or otherwise transfer same, by operation of law or otherwise, in whole or in part, directly or indirectly, to not exhibit, donate, barter, loan, or otherwise communicate said Software, to any other firm or person without the express written consent of FIDLAR; and (d) to take all reasonable action by instruction, agreement, or otherwise with its employees or other persons permitted access to the Software to satisfy its

obligations under this Agreement with respect to use, protection and security of the Licensed Software.

2.3 PROTECTION OF LICENSE: FIDLAR and CLIENT agree to aid and assist one another in the protection of the trade secrets of the Software covered by this license.

2.4 TRANSFER: CLIENT agrees that it will not sell, give, encumber in any manner, or otherwise transfer to any other company, firm, person, corporation, or entity any of its rights in any Software, whether or not later modified by either party, developed pursuant of this Agreement, without the express written consent of FIDLAR.

2.5 WARRANTY AS TO SOFTWARE PRODUCTS: **The following warranties are in lieu of all warranties, express, implied, or statutory, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose and of any other warranty obligation on the part of FIDLAR. There are no warranties that extend beyond the description on the face hereof.**

A. FIDLAR warrants that the software is properly licensed and that FIDLAR otherwise has the right to distribute the software in accordance with this Agreement.

B. FIDLAR further warrants that the media in which the software product is delivered to CLIENT is undamaged and free from mechanical defects.

C. FIDLAR warrants that the Software does not violate the copyright or other intellectual property rights of any third party.

2.6 SOFTWARE MAINTENANCE: The annual cost, if any, and description of FIDLAR'S CountyCare© software maintenance service and support is attached as SCHEDULE B. CountyCare© software maintenance service is mandatory.

2.7 TERM AND TERMINATION: The license granted under this agreement, with regard to the Software, may be terminated by FIDLAR for material failure of CLIENT to comply with terms and conditions of this Agreement. Within thirty (30) days after CLIENT has discontinued the use of any License program, or within ten (10) days after FIDLAR has terminated any license, CLIENT will certify in writing to FIDLAR that through its best efforts and to the best of its knowledge, the original and all copies in whole or in part of the discontinued or terminated License program(s) have been destroyed, except that, upon prior written authorization from FIDLAR, which shall not unreasonably be withheld, CLIENT may retain a copy for archive purpose only.

ARTICLE III

3.1 DEFINITIONS: The terms defined in this Section shall, for all purposes of this Agreement, have the meaning specified.

A. **Computer System:** A combination of computer hardware and computer software organized to accomplish a set of specific functions.

B. **Program or Computer Program:** A schedule or plan that specifies actions that may or may not be taken, expressed in a form suitable for execution by a computer.

C. **Software or Computer Software:** Computer programs, procedures, rules and associated documentation concerned with the operation of a data processing computer system. As used in this Agreement, these terms include all software products sold or licensed by FIDLAR.

D. **Licensed Program:** Each program in computer readable form furnished by FIDLAR to CLIENT, including related supporting materials such as instruction manuals.

E. **Designated Equipment:** Computer Equipment designated by a manufacturer's Sales Order Serial Number.

F. **Use:** The copying or duplication of any portion of any Licensed Program using any Licensed Program in the course of the operation of any computer hardware, or in support of any computer hardware program.

G. **Computer Hardware:** Physical equipment used in data processing, as opposed to computer programs, procedures, rules and associated documentation.

H. **Hardware Maintenance:** Any activity, such as tests, measurements, replacements, adjustments, and repairs, intended to eliminate faults or keep computer hardware functional at a certain level.

I. **Data:** A representation of facts, concepts, or instructions in a formalized manner suitable for communication, interpretation, or processing by humans or automatic means.

J. **Backup:** To copy files to a second medium (typically a tape) as a precaution in case the first medium fails. The data (and/or images) can then be retrieved (from the point the last backup finished) and restored to your system in the event any existing data (or images) is lost, destroyed or corrupted.

3.2 CONFIDENTIAL INFORMATION: FIDLAR and CLIENT agree that information designated in writing as proprietary by one party shall be held in confidence by the other party. Since unauthorized use or transfer of the Software or any information contained therein will diminish substantially the value to FIDLAR of

the trade secrets and proprietary properties of the Software, if CLIENT breaches any of its obligations with respect to limited use or nondisclosure of the Software, or if such breach is likely to occur, FIDLAR shall be entitled to equitable relief, including orders for specific performance and injunctions. The rights and remedies of FIDLAR set forth in this Agreement are not exclusive and are in addition to any other rights or remedies provided by law or this Agreement, but are subject to the requirements imposed upon CLIENT by virtue of any and all public disclosure laws.

3.3 EXCLUSIVE REMEDY: CLIENT's exclusive remedy against FIDLAR for any breach of warranty under this Agreement is limited to repair, replacement or refund with respect to the item in question, at FIDLAR's option and subject to applicable law. CLIENT will only be entitled to the direct damages that CLIENT actually incurs in reasonable reliance, up to the amount of a refund of the price (plus sales tax) that CLIENT paid for the item. CLIENT will not be entitled to any incidental, consequential or other damages, including but not limited to damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy for failure to meet any duty including of good faith or of reasonable care, for negligence or negligent misrepresentation, and for any other pecuniary or other loss whatsoever, even in the event of the fault of FIDLAR (or any supplier), of tort (including negligence), strict or product liability, breach of contract or breach of warranty, and even if FIDLAR or any supplier has been advised of the possibility of such damages. These limitations and exclusions regarding damages will apply even if any remedy fails. However, the limitations on actual damaged described in this paragraph shall not apply in the event that a claim is made against CLIENT based in whole or in part on an allegation that the Software violates a third party's copyright or other intellectual property rights, and CLIENT shall be entitled to recover from FIDLAR as actual damages, any award of monetary damages against CLIENT together with attorneys' fees, costs of court and other expenses, including, but not limited to expert witness fees and expenses, copies of documents and other tangible things, exhibits prepared for use in hearings, motions and trial, and technical assistance at hearings and trial incurred by CLIENT in defendant against such allegations, without regard to the outcome of the third party's claim.

3.4 WAIVER: Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that, or any other provision.

3.5 NOTICES: Any notices or demands required to be given herein shall be given to the parties in writing, and by mailing to the address hereinafter set forth, or to such other addresses as the parties may hereinafter substitute by written notice given in the manner prescribed in this Section.

a. Notice to FIDLAR:

Fidlar of Texas
9442 Capital of Texas HYW North
Austin, TX 78759
Attn: Dan Carlson, President

b. Notice to CLIENT:

Dwight D. Sullivan
Galveston County Texas
County Clerk's Office
600 59th Street Suite 2001
Galveston, Texas 77551-4180

3.6 ENTIRE AGREEMENT: It is expressly agreed that this Agreement embodies the entire contractual agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this Agreement cannot be modified except by written agreement of all parties hereto.

3.7 GOVERNING LAW: The parties agree that this Agreement shall be governed by the laws of the State of Texas.

3.8 BINDING EFFECT: This Agreement shall ensure to the benefit of and bind the parties hereto, their successors and assigns.

3.9 AUTHORITY: FIDLAR and CLIENT each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

3.10 SECTION HEADINGS: All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.

3.11 DEFERRED PAYMENT: To the extent that this Agreement includes deferred payments, such payments will include an imputed interest factor based on a current market rate. Deferred payments are defined as payments which extend beyond completion of the project installation and acceptance. Deferred payments are exempt from interest under the Installment Payment Agreement attached hereto and made a part hereof, except as may be provided for late charges as described in Section I of the Installment Payment Agreement.

3.12 TERMINATION BY CLIENT

CLIENT may terminate this contract for any reason or no reason or convenience at any time by giving FIDLAR at least thirty (30) days written notice of the date of termination.

3.13 GRAND FATHER: In the event that Fidlar is acquired by a third party, contract pricing shall remain in effect through the primary and any renewal terms unless CLIENT agrees, in writing, to other pricing terms.

This Agreement has been executed by the parties as of the aforementioned date.

ACCEPTED:

GALVESTON COUNTY, TX	FIDLAR OF TEXAS
Dated:_____	Dated: 12-3-2013
By:_____	By: [signature]
Name:Mark A. Henry	Name: Dan Carlson
Title:County Judge	Title: President

ATTEST:

By:_____
Name: Dwight Sullivan

Title: County Clerk

SCHEDULE A

Land Records System LifeCycle Program

Payment Amount and Schedule

Payment Terms

50% of Implementation at Contract Signing	$24,000.00
25 % of Implementation At Go-Live	$12,000.00
25% Upon System Acceptance	$12,000.00
Life Cycle Charge Free for One Year*	$0

*Galveston County has the option to renew the Life Cycle Program for one or more years on the contract one year anniversary. If the County chooses to renew the Life Cycle Program the next annual fee will be $45,000.00.The county will continue to use their merchant account and pay all associated credit card fees. The county will collect all transaction and printing fees. The credit card transaction fees and printing fees paid by the public requesting documents are deposited directly into Galveston County's merchant account.

FIDLAR OF TEXAS LIFE CYCLE SERVICE INCLUDES:

- The use of our AVID software product during the life of this contract
- The use of any future software product Fidlar may develop to replace AVID for the purpose of recording land records documents
- Project management, installation, conversion (excluding any needed or requested data clean-up), and training needed for the initial installation of any future Fidlar of Texas product developed to replace AVID for the purpose of recording land records documents
- The use of new add-on modules Fidlar may develop and offer to the market for the purpose of recording land records documents
- CountyCare© software maintenance

FIDLAR OF TEXAS LIFE CYCLE SERVICE DOES NOT INCLUDE:

- The 3rd party software and hardware necessary to operate iDocument XF, any related modules, or any future Fidlar developed product for the purpose of recording land records documents
- The installation, maintenance, or support of 3rd party software and hardware now or in the future
- Any current or future Fidlar developed software product or service not designed or offered to the market for the purpose of recording land records documents
- Any form of ownership or perpetual license to Fidlar developed software products

- Any product, service, or responsibility, now or in the future, for the backing up, recovery, or disaster recovery of information
- Any custom development for special requests from the Client
- Any needed or requested training except as stated in the above section

TAXES:

Charges are exclusive of all federal, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future with the exception of taxes on net income and, therefore, are subject to an increase equal in amount to any tax Fidlar may be required to pay upon the license, sale, or delivery of the product purchased.

Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.

BUYER REPRESENTS THAT THIS SCHEDULE 'A' HAS BEEN READ:

GALVESTON COUNTY, TX	FIDLAR OF TEXAS
Dated:_____	Dated: 12-3-2013
By:_____	By: [signature]
Name:_____	Name: Dan Carlson
Title:_____	Title: President

SCHEDULE B

CountyCare© Software Maintenance Services

COUNTYCARE© ANNUAL COST:

The annual cost of CountyCare© is included in this contract as part of the Life Cycle Pricing Service.

DESCRIPTION OF COUNTYCARE©

CountyCare© is a mandatory software support service which is required upon installation of the software purchased. Under the terms and conditions of this Agreement, CountyCare© includes:

- Software Maintenance to the currently licensed Fidlar developed Software Products
- Furnishing telephone support relative to the currently licensed Fidlar developed Software Products, either in their original or maintained form
- Providing legislative updates to the Fidlar developed Software Products as required by the State, except those updates that require fundamental modifications to the core design of the product
- Providing product enhancements on an ongoing basis, the frequency based on the age of the product and market requirements

Specifically excluded from software maintenance coverage are the following:

- Enhancements or modifications to software programs at user's request; such work would be considered a billable extra
- Support to new or existing Fidlar of Texas Products not covered by this contract
- Operating System versions or their support or installation
- Database Management System versions or their support or installation
- Diagnosis or correction of problems caused by operator negligence
- Diagnosis or correction of problems caused by hardware, data media, or 3rd party software or other systems not covered by this Agreement
- Diagnosis or correction of problems caused by some naturally occurring event such as storm, flood, etc.
- Conversion costs for changes to database structure, if needed

EFFECTIVE DATE:

Software maintenance coverage is effective from the date of contract signing through the term of the contract.

BASIC MATERIALS:

Software Maintenance to the Software Products licenses granted under this Agreement will govern any basic materials, in machine readable or printed form, provided to the Client by Fidlar. The Client is granted the right to locally reproduce additional copies of printed licensed material exclusively for his own use. All licensed material so locally reproduced shall be considered to be the same as the originally delivered material for all purposes under this Agreement.

PROTECTION AND SECURITY:

The Client agrees to not disclose the content of the Software Products materials to any person except those who need to know for purposes of operating the system for the Client or as otherwise required by law. The Client further agrees to protect the secrecy of the content of the Software Products materials by using procedures at least as stringent as those used to protect his own proprietary or confidential information and materials. The Client specifically acknowledges that he has no right of ownership of the Software Products, and that he possesses the license to use said Software Products according to the provisions of this Agreement.

ON-SITE SUPPORT:

If on-site Software Maintenance to the Software Products is required, the Client will be charged for the time and materials at the then current rate.

Services covered by your CountyCare© may change on occasion without notice.

BUYER REPRESENTS THAT THIS SCHEDULE 'B' HAS BEEN READ:

GALVESTON COUNTY, TX	FIDLAR OF TEXAS
Dated:_____	Dated: 12-3-2013
By:_____	By:
Name:_____	Name: Dan Carlson
Title:_____	Title: President

SCHEDULE C

Hardware Maintenance Services Provided by Fidlar of Texas

☐ **NEW AGREEMENT *:** First-year hardware service cost: $

☐ **PRE-EXISTING AGREEMENT *:** Hardware service cost will be prorated from date of installation to renewal date of existing Hardware Service Account.

X **DECLINE SCHEDULE C:**

*** This amount will be billed upon completion of installation.**

All equipment listed below, and its implied components (i.e., motherboard, power supplies, RAM, print heads, etc.), are covered by this Schedule C. In the event of failure of any of this hardware, Fidlar of Texas will cover all repairs and/or replacement of this hardware. Fidlar will also re-install, at no cost to the customer, all Fidlar software applications that ran on the hardware before the failure. (NOTE: Re-installation of Fidlar software applications is billable if Schedule C is declined.)

(List covered equipment here):

Consumables (i.e., scanner cleaning kits, pm kits, cables, paper, ribbons, media, diskettes, etc.), are not covered under the terms of this Schedule C.

This hardware maintenance rate is applicable until the first anniversary date of this agreement or the anniversary date of your existing hardware maintenance agreements if so noted above. Future rates may be changed. You will be notified prior to new rates going into effect. This hardware maintenance agreement will auto-renew each year 30 days after we send you notice unless you notify us, within those 30 days, that termination is desired.

Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.

BUYER REPRESENTS THAT THIS SCHEDULE 'C' HAS BEEN READ:

GALVESTON COUNTY, TX	FIDLAR OF TEXAS
Dated:_____	Dated: 12-3-2013
By:_____	By:
Name:_____	Name: Dan Carlson
Title:_____	Title: President

SCHEDULE D

Laredo / Tapestry / Property Fraud Alert

LAREDO DESCRIPTION:

Fidlar of Texas' ***Laredo*** software is designed to allow remote access to the Client's recorded document information by professional searchers (i.e., title companies, banks, realtors, etc.) Laredo provides subscription only access and user subscriptions are granted and set up by the Client. After subscribers arrange for their user ID and password, they are able to download the ***Laredo*** remote access software from Fidlar's website, www.fidlar.com.

Each new ***Laredo*** subscriber will be presented with an online End User Agreement when they log in to ***Laredo***. They will be prompted to print the agreement, sign it, then forward it to Fidlar. The Laredo subscriber will be presented with this User Agreement each time they log in until they endorse the agreement and send it back to Fidlar.

It is notable that the unique user ID (username) and password defines each ***Laredo*** user. This user ID can be used to access land records data from any properly configured workstation; however, multiple users cannot log in with the same user ID at the same time.

LAREDO BILLING:

Fidlar invoices Client for ***Laredo*** user subscriptions on a monthly basis. New subscribers joining during a monthly period will be billed based on the prorated amount for that month determined by their subscription date. The billing periods correlate with the calendar months.

LAREDO PRICING:

Laredo is billed with a subscription based model. The County is charged $75 per user per month. The County chooses what the end user is charged. Fidlar handles all support calls for Laredo users.

Laredo support (at 1-563-345-1283), including End-User subscriber support is included.

TAPESTRY II DESCRIPTION:

The Client agrees to participate in the ***Tapestry II*** General Public Access System by permitting their information to be made available through the Fidlar of Texas ***Tapestry II*** website system. The Client understands that ***Tapestry II*** is a service offered and managed by Fidlar to offer the land records of participating Counties collectively to the general public.

The Client understands that Fidlar will provide phone and email support to users as well as manage the billing and collecting of ***Tapestry II*** access fees from the end users. At the end of each billing period (calendar month), Fidlar will provide a credit notice to the Client based on the following parameters:

- $2.25 per ***Tapestry II*** search transaction; Fidlar covers credit card fees, collections, and bad debt
- 50% of print-related fees

The Client understands that access fees for ***Tapestry II*** may change but the above noted revenue share remains the same. Tapestry end-user pricing fees may change without notice.

Fidlar understands that it may not use or share the Client's data in any way other than the methods outlined above.

The Client is responsible for the costs, services, hardware, software, security, and maintenance of the required Internet connection to connect the ***Laredo/Tapestry II*** system to the Client's system.

PROPERTY FRAUD ALERT DESCRIPTION:

Fidlar's ***Property Fraud Alert (PFA)*** service is designed to monitor, identify, and notify individuals whose name has been indexed from a document recorded in the Client's office. The intent is to offer subscribers the ability to have their name/business name monitored within the Client's office in order to track possible fraudulent activity. ***PFA*** subscribers must sign up for the ***PFA*** service via the ***PFA*** website, www.propertyfraudalert.com (select respective County). Subscribers will ONLY be notified by the ***PFA*** service when the name they have submitted matches any names that have been indexed from documents recorded within the Client's office.

Property Fraud Alert is a subscription-based service. The Client, at its discretion, may choose to offer the ***PFA*** service to its citizens free of charge or at a fee of the Client's choice. All no-charge subscription services must be entered via the ***PFA*** web site only. Should the Client elect to charge a fee to subscribers, the subscriber must choose either a 1-Year subscription service or a 3-Year subscription service. With all paid subscription services, the subscriber will be giventhe option to either enter a credit card via the ***PFA*** web site or to submit a hard copy subscription form. The revenue from these subscription services will be shared 50/50 between Fidlar and the Client (after credit card processing fees).

Property Fraud Alert service also provides a 2-Year History Look-Back option that the Client may choose to offer to the subscribers. A fee of $5.00 per subscriber name is required—this fee will be processed via credit card at the time of subscription to the ***PFA*** service.

PFA is a Fidlar-managed web site and service. Fidlar provides technical and end-user support via the ***PFA*** hotline service (1-800-728-3858).

BUYER REPRESENTS THAT THIS SCHEDULE 'D' HAS BEEN READ AND IS ACCEPTED:

GALVESTON COUNTY, TX	FIDLAR OF TEXAS
Dated:_____	Dated: 12-3-2013
By:_____	By:
Name:_____	Name: Dan Carlson
Title:_____	Title: President

SCHEDULE E

Agreement as to Hardware, Software, and Services

The following is a complete listing of all 3rd party hardware and software, and all other software and services associated with this agreement:

It is the Client's responsibility to interpret 3rd party software licensing requirements and to purchase the necessary legal copies of 3rd party software. It is also the Client's responsibility to purchase additional software licenses if required due to changes in the number of users or other factors.

NOTE: Fidlar of Texas has provided recommendations and/or is providing pricing below for 3rd party software based on input from the Client.

3RD PARTY SOFTWARE:

OCR Software	**$NA**

FIDLAR OF TEXAS ADJUNCT SOFTWARE:

FIDLAR MAGNETIC IMAGE MANAGEMENT SYSTEM	**$NA**

The above costs are included in Schedule A.

DATA CONVERSION:

Cost for data conversion does not include any additional fees your current vendor may charge.

Please note: Fidlar requests data to be supplied to us in flat ASCII format. If data is not supplied in this requested format, additional charges may apply.

IMAGE CONVERSION:

Cost for the image conversion does not include any additional fees your current vendor may charge.

Please Note: Conversion costs assume images have been supplied to Fidlar conversion personnel as individual Group IV TIFF images. Included with the images must be an index complete with document numbers and page numbers. If images and data are not supplied in this requested format, additional charges may apply.

BACKUPS OF DATA AND IMAGES:

As part of the training process, someone on your staff (or IT staff) will be trained in the process of managing, and verifying, the backups of your data and images utilizing the backup

software you purchase (see below for recommended software). It is the Client's responsibility to regularly verify the success of the backups - Fidlar of Texas strongly recommends you verify the backups at least weekly.

ANTI-VIRUS, SURGE PROTECTION, WINDOWS UPDATES:

It is also highly recommended that you seek the assistance of your IT department or a qualified vendor in your area to protect your servers and workstations from viruses, power surges, etc. The following is recommended:

- Anti-Virus protection: Symantec Norton Antivirus and McAffee Antivirus are both utilized throughout the industry and are recognized by Fidlar of Texas as acceptable anti-virus programs. It is very important to keep these programs updated regularly.
- Surge protection: The APC Powerchute units will protect your servers from power surges. It is also recommended you protect your workstations from both electrical and phone line power surges.
- It is recommended that you regularly run the Windows updates on your servers and workstations. If you do not have an office staff member or IT department available to assist you with this, we recommend you utilize the assistance of a qualified vendor in your area.

HARDWARE RECOMMENDATIONS:

NOTE: This information is for reference purposes only - These items are not included in this contract.

(List Hardware Recommendations here)

Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.

BUYER REPRESENTS THAT THIS SCHEDULE 'E' HAS BEEN READ:

GALVESTON COUNTY, TX	FIDLAR OF TEXAS
Dated:_____	Dated: 12-3-2013
By:_____	By: [signature]
Name:_____	Name: Dan Carlson
Title:_____	Title: President

SCHEDULE F

VIRUS PROTECTION AND MAINTENANCE FOR SERVERS

☐ **NEW AGREEMENT *:** First-year Virus Protection and Server Maintenance Service cost: $

X **DECLINE SCHEDULE F**

*** This amount will be billed upon completion of installation.**

The following is a listing of services covered under this schedule. These services are designed to assist you in protecting and safeguarding the county's server(s):

- Employ Antivirus/Antispyware software on your server(s) and perform regular updates to this software
- Perform a check on Antivirus/Antispyware definitions
- Check for, and apply, all Windows updates on your server(s)
- Regularly run broadband speed tests on your network
- Perform regular operating system updates and patches on your server(s)
- Regularly test network and Internet connectivity
- Perform regular tests to ensure that data and image backups are running correctly
- If a virus is contracted on your server(s), Fidlar will assist in, and cover the cost of, cleaning up the virus, rebuilding the server(s), if necessary, and getting your system back into production.

BUYER REPRESENTS THAT THIS SCHEDULE 'F' HAS BEEN READ:

GALVESTON COUNTY, TX	FIDLAR OF TEXAS
Dated:_____	Dated: 12-3-2013
By:_____	By: [signature]
Name:_____	Name: Dan Carlson
Title:_____	Title: President

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 12-6-13	2. Contract Type: Expense Revenue Other	3. Renewal Contract: No
4. Department Name: County Clerk	5. Department Contact: Real Property	
6. Description:	Computer System and Software License Agreement	
7. IFAS PEID No: **	8. IFAS Req No:	9. Orgkey: ~~2104-114021~~ 2102-114020 / 10. Object Code: ~~5734095~~ 5423701
11. Vendor: Fidlar of Texas	12. Vendor Contract No:	
13. Requested Legal Review: County Legal has already reveiwed. 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 Contract		$48,000.00	48,000.00				
22. Totals:		$48,000.00	$48,000.00	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: *	Auto Renewal Contract: Yes / No (No circled)	Bid No: N/A
Contract End Date:	Contract # Issued By Purchasing: CM14093	

*Dates are 1yr from INSTALL

** Vendor packet not Rec'd from Vendor

* Less than 2014 Adopted Budget - Adopted Amount $65,000

Approved By:	Signature	Date
Department Head:	Dwight D. Sullivan	12/6/2013
Assitant Purchasing Agent:	Gwen A Mason, CPPB	12/6/2013
County Legal:	[signature]	12/06/2013
	Contract listed in Budget Documentation: YES (circled) NO	
County Budget Office:	Denise Y. Yeard	12/06/2013
	Budget Available and Funds are/will be Available: YES NO	
County County Auditor:	[signature]	12/6/13

AGENDA ITEM #19.

KOFILE PRESERVATION

Microfilm/Data Storage Service Agreement

THIS AGREEMENT, made as of the___**20**__ day of **NOVEMBER**_, _**2013**__ by and between KOFILE Preservation, Inc., a corporation duly organized under the laws of Texas, and having its principal place of business at: 6300 Cedar Springs Road, Dallas, Texas, 75235, (hereinafter "KOFILE") and ___**Galveston County and the County Clerk of Galveston County** (hereinafter "Customer").

WHEREAS, KOFILE offers certain microfilm/data storage services;

WHEREAS, Customer has the need for such Storage Services (hereinafter defined);

NOW, THEREFORE, in consideration of the mutual premises and covenants hereinafter set forth, the parties to this Agreement agree as follows;

1. **Services Provided**

   KOFILE Preservation, Inc. "KOFILE" agrees to provide storage services for microfilm and/or microfiche and any other types of data that KOFILE agrees to store from time to time within KOFILE's temperature and humidity controlled vault. Whereas KOFILE shall inventory the Customer's data deposits and communicate with the Customer the actual numbers or amounts of data stored, and randomly spot test the data for certain contagious contaminations, such as Vinegar Syndrome, Mole/Mildew and Redox on microfilm. Whereas KOFILE shall separate Customer's Acetate Base Film from their Polyester Base Film and store the film in separate storage boxes as recommended by Eastman Kodak to help eliminate film contamination. Within a reasonable time after Customer's written request, KOFILE shall retrieve any or part of the microfilm/data and electronically or otherwise transmit such requested microfilm/data to Customer. Customer owns all of the stored microfilm/data and KOFILE will not sell or in any way distribute the microfilm/data without written consent from the Customer.

2. **Term of Agreement**

The initial term of this Agreement shall commence on the date of Customer's signature or, if later, the date set forth above, and shall continue for one (1) year from the date of commencement. This agreement shall automatically renew for additional successive one (1) year terms unless either party hereto gives the other party written notice of its decision to terminate this agreement at the end of the then current term not less than thirty (30) days prior to the expiration of each one (1) year term. Customer may terminate for any reason or no reason for conveyance by giving written notice no less than 30 days before the date of termination

3. **Payment**

Charges for Services provided by KOFILE are listed on Attachment "A" of this Agreement. Customer agrees to pay KOFILE's invoices in accordance with chapter 2251 of the Texas Local Government code. Customer agrees to pay for the first years storage and any other initial services needed within 30 days after the microfilm/data has been accepted, counted, inventoried and random inspections and tests performed by KOFILE. Any and all charges may be adjusted by KOFILE after the initial term of this agreement upon ninety (90) days prior written notice to Customer. The storage charges are calculated on the maximum number of rolls of microfilm or the amount of data which is being stored at the beginning of each one (1) year term under this Agreement.

4. **Limitation of Liability**

KOFILE's liability, if any, to the Customer for any loss or damage to the stored microfilm or data, regardless of the cause thereof, is expressly and solely limited to the actual cost of a new recreated copy replacement item of the same type and quality as the lost or damaged item. KOFILE will not be liable for incidental, special, consequential or any other type of damages, even if advised of the possibility of such damages. The limitation of KOFILE's liability will apply regardless of the form of action whether in law or in equity, or whether in contract or in tort, including negligence. KOFILE shall not be liable for any damages due to causes beyond the control of KOFILE including, but not limited to acts of God.

5. **Lien in favor of KOFILE**

KOFILE shall be entitles to all of the rights, benefits and privileges by and under Section 7.209 of the Uniform Commercial Code of the State of Texas. KOFILE shall not be required to release and or return to Customer any microfilm and or data in KOFILE's possession until all amounts due KOFILE by Customer have been paid in full.

6. **Notices**

Any notices or communications required or permitted to be delivered hereunder must be in writing and shall be deemed to be delivered (i) upon receipt if delivered personally or (ii) upon deposit in the United States Mail, certified, return receipt requested, postage prepaid, addressed to KOFILE or Customer, as the case may be, or (iii) upon receipt of a facsimile transmission, at the following addresses and/or facsimile numbers:

KOFILE Preservation, Inc.
6300 Cedar Springs Road
Dallas, Texas 75235
Phone: 214-351-4800
Fax: 214-442-6669

Customer: _____
_____
_____
Phone:_____
Fax: _____

7. **Termination for Convenience**

Customer may terminate storage services being performed by KOFILE under this Agreement, in whole or in part, for convenience, by delivering to KOFILE written notice of termination at least thirty (30) days in advance of the extent of termination of storage services and the effective date. In such event, Customer's liability for payment to KOFILE shall be limited to the contract price for all services delivered to and accepted by Customer prior to the effective date of termination of such services.

8. **Entire Agreement**

This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any prior agreements or understandings between the parties relating to the subject matter hereof.

9. **Governing Law and Venue**

This Agreement and the obligations and understandings of the parties hereunder will be deemed to be performable in Dallas, Dallas County, Texas. This Agreement shall be governed by, enforced under and construed in accordance with the laws of the State of Texas without regard to any conflict-of-laws principles. Any court action brought under this Agreement must be brought in Galveston County, Texas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date shown above.

KOFILE Preservation, Inc.:	**Customer:**
By:_____	By:_____
Printed: _____	Printed: __Mark A. Henry_____
Title:_____	Title:__County Judge_____
Date:_____	Date:_____

MICROFILM/DATA SOTRAGE

PRICING

ATTACHMENT "A"

1. Sample Testing of Microfilm: $____No Cost____ per roll

   Prior to Placing in Vault

2. Separating Acetate Microfilm from Polyester Microfilm:

   Prior to placing in Vault:

   16mm: (90 rolls per box) $____No Costs__ per box

   35mm: (45 rolls per box) $____No Costs__ per box

3. Retrieval of Requested Documents:

   Per Pull: $___No Costs__ per request

   Per Page: $___No Costs__ per request

4. Annual Storage Cost per roll:

   In Vault:

   16 mm: $____No Costs__ per roll

   35 mm: $____No Costs__ per roll

Kofile agrees to store the Galveston County Clerk's film collection at no charge contingent on performing the Galveston County Clerk Preservation of County Records.

7. **Termination for Convenience**

Customer may terminate storage services being performed by KOFILE under this Agreement, in whole or in part, for convenience, by delivering to KOFILE written notice of termination at least thirty (30) days in advance of the extent of termination of storage services and the effective date. In such event, Customer's liability for payment to KOFILE shall be limited to the contract price for all services delivered to and accepted by Customer prior to the effective date of termination of such services.

8. **Entire Agreement**

This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any prior agreements or understandings between the parties relating to the subject matter hereof.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date shown above.

KOFILE Preservation, Inc.:

By: _____

Printed: Randy Barnes

Title: COO

Date: December 5, 2013

Customer:

By: _____

Printed: Mark A. Henry

Title: County Judge

Date: _____

AGENDA ITEM #20.

Design Contract

This is a legal and binding contract between Gilmore and Galveston County listed below.

Heidi Gilmore

Williamsburg Cir, Galveston, TX 77551
409.356.3307

DESIGN CONTRACT

Client: Galveston County and the Galveston County Clerk

Primary Contact: Rosalinda Agee, rosalinda.agee@co.galveston.tx.us

Project: Marriage License Design

Designer: Heidi Gilmore

Invoice #:

This contract is an offer by *Designer* to *Client* made on October 6, 2013 for *Designer* to provide creative *Work* as requested by *Client*.

1. Work

Client requests *Designer* to create a graphic for the header of the Galveston County Marriage License. *Work* includes only the final, digital file, and not any preliminary *Work* or sketches.

2. Payment

The fee to perform the *Work* if five hundred dollars ($500.00). The fee is payable within 30 business days of receipt of the *Work*. The grant of any license or right of copyright is conditioned on receipt of full payment.

3. Grant of Rights

Designer agrees to the perpetual license of the right to display and transmit *Work*, excluding the right to authorship credit, modification, and resell, which is retained by *Designer*.

4. Designer's Right to Authorship Credit

Designer may use *Work* in *Designer's* portfolio (including, but not limited to, any website that displays Designer's *Works*). *Client* does not have to display *Designer's* name together with *Work*, unless being described with any editorial usage, but *Client* may not seek to mislead others that *Work* was created by anyone other than *Designer*.

5. Cancellation

In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the *Designer*. If the project is on an hourly basis and the project is canceled by *Client*, *Client* agrees to pay no less than 100% of the hours already billed for the project at the time of cancellation plus a flat fee 50% of the remaining hours that were expected to be completed on the project, whichever is greater.

6. Limitation of Liability

Client agrees that *Designer* will not be liable for any incidental or consequential damages that arise from *Designer's* performance of this commission (including, but not limited to, failure to perform in a timely manner, regardless of whether the failure was intentional or negligent.)

7. Dispute Settled by Arbitration, and Governing Law

Parties will bear their own costs. Any court may enforce the arbitration award. This Agreement will be governed by the laws of Texas, in the country of the United States of America.

Undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business. This agreement constitutes the entire understanding of both parties. Any changes or modification thereto must be in writing and signed by both parties.

Heidi Gilmore
Heidi Gilmore

12/5/13
Date

County of Galveston, Texas

_____
Mark A. Henry
County Judge

_____
Date

ATTEST:

_____
Dwight Sullivan
County Clerk

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 12-3-13	2. Contract Type: Expense Revenue Other	3. Renewal Contract: No
4. Department Name: County Clerk	5. Department Contact: Marriage License	
6. Description:	Design for the Marriage License	
7. IFAS PEID No:	8. IFAS Req No:	9. Orgkey: 2102-114020 / 10. Object Code: 5423701
11. Vendor: Heidi Gilmore	12. Vendor Contract No:	
13. Requested Legal Review: County Legal has already reveiwed. 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 Contract		$500.00					
22. Totals:		$500	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 12/10/13	Auto Renewal Contract: Yes / No	Bid No: N/A
Contract End Date: 05/09/14	Contract # Issued By Purchasing: CM14092	

* Delivery date not listed, can be adjusted

* Vendor not in IFAS

* Not included in adopted budget, funds ~~will be used~~ are in savings on Fidlar contract

Approved By:	Signature	Date
Department Head:	[signature]	12-5-13
Purchasing Agent:	[signature]	12-5-13
County Legal:	[signature]	12/06/2013
	Contract listed in Budget Documentation YES NO	
County Budget Office:	[signature]	12/06/2013
	Budget Available and Funds are/will be Available: YES NO	
County County Auditor:	[signature]	12/6/13

AGENDA ITEM #21.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

November 19, 2013

RECEIVED
NOV 21 2013
GALVESTON COUNTY JUDGE

Ms. Dianna Martinez
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE: **Cause # 11TX0134 CAD # 1295-0008-0031-000**
Has Not Been Approved By Commissioner's Court
Grantee: David Jetelina

Dear Ms. Martinez,

Perdue Brandon Fielder Collins & Mott, LP has received an offer on the tax foreclosed property listed above on which Dickinson ISD is the Trustee. This offer was reviewed by Dickinson ISD's Board of Trustees and they have approved the sale. This offer will need to be approved by other taxing entities as well (College of the Mainland 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 with photos, 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.

BID ANALYSIS

Cause #: 11TX0134
Bid Amount: $7,000.00
Bidders Name: David Jetelina
Strike Off Date: 7/2/2013

Acct. #: 1295-0008-0031-000
Property Value: $55,150 **prior to fire
Minimum Bid at first sale: $12,037.96

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
Dickinson ISD	2008-2011	$5,952.87
Galveston County, College of the Mainland, Bacliff MUD, Galveston County Road & Flood	2008-2011	$4,407.09

Total: $10,359.96

COSTS

Court Costs: (Payable to Galveston County District Clerk)	$638.00
Publication Fees: (Payable to Galveston County Sheriff's Department)	$675.00
Research Fee: (Payable to PBFCM, LLP)	$365.00
Filing Fees- Sheriff Deed Fee: (Payable to PBFCM, LLP)	$20.00
Recording Fee- Resale Deed: (Payable to PBFCM, LLP)	$40.00

Total: $1,738.00

POST JUDGMENT TAXES

Entity	Tax Year	Amount due: n/a
Dickinson ISD	2012	$1,223.00
Galveston County, College of the Mainland, Bacliff MUD, Galveston County Road & Flood	2012	$885.41

Total: $2,108.41**

PROPOSED DISTRIBUTION

Bid Amount: $7,000.00
Net to Distribute: $5,262.00

Costs: $1,738.00
Post Judgment: $2,108.41**

Dickinson ISD	57.46%	$3,023.56	Pro-rated amount for judgment yrs 2008-2011
Galveston County, College of the Mainland, Bacliff MUD, Galveston County Road & Flood	42.54%	$2,238.44	Pro-rated amount for judgment yrs 2008-2011
PBFCM		$1,738.00	Costs due under law suit/ tax sale/ resale
		$7,000.00	Total

***Purchaser will be billed for post judgment taxes once resale deed has been recorded.*

11TX0134 1295-0008-0031-000

Taxes Due at Sale		$ 10,359.96
Property Re-Sold for		$ 7,000.00

Payment of Costs Pursuant to Texas Property Tax Code §34.02	Original Amt Due At Sale	Actual Disbursement
(1) Advertising:		
to "Galveston County Sheriffs Dept." (publication costs)	$ 675.00	$ 675.00
(2) Reimbursement - Costs, Fees		
to "PBFCM, LLP" (Rec Fee - Resale Deed)	$ -	$ 40.00
(3) Attorney Ad Litem Fees		
none in this cause	$ -	$ -
(4) Court Costs		
to "Galveston County District Clerk"	$ 638.00	$ 638.00
(5) Title Search Fees		
to "PBFCM, LLP"	$ 365.00	$ 365.00
(6) Reimbursement - Costs, Fees		
to "PBFCM" (Filing Fees - Sheriff's Deed)	$ -	$ 20.00
	$ 1,678.00	$ 1,738.00

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
to "COUNTY OF GALVESTON"	0.537904628	$ 2,370.59	$ 1,204.07
to "DICKINSON ISD"	0.000000000	$ 5,952.87	$ 3,023.56
to "COLLEGE OF THE MAINLAND"	0.199566963	$ 879.51	$ 446.72
to "BACLIFF MUD"	0.262528408	$ 1,156.99	$ 587.65
	Subtotal	$ 10,359.96	$ 5,262.00
2012 taxes not included in Judgment			
	Grand Total	$ 12,037.96	$ 7,000.00

PerdueBrandonFielderCollins&Mott LLP
ATTORNEYS AT LAW

DICKINSON INDEPENDENT SCHOOL DISTRICT
OFFICIAL BID FORM

Please enter the amount you wish to bid. The Dickinson Independent School District Reserves the right to accept or reject any or all bids. No title insurance or survey will be provided. Property is being sold "as is" "where is" and "without warranty." Dickinson Independent School District does not guarantee that a title company will issue title insurance on any tax resale properties.

CAUSE NUMBER	ACCOUNT NUMBER	TOTAL AMOUNT OF BID
11TX0131	1295-0008-0031-000	$7,000.00
(please note that this home burned down, please see attached letter, photos and documents)		

By my signature below, I certify that I understand the conditions and limitations of this sale, as well as the restrictions on the use of the property as set forth in the Texas Property Tax Code. I further understand that the "minimum bid" amount on the Dickinson Independent School District resale list may not include other taxes due which are 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 Dickinson Independent School District and its agent from any action or damages arising from the purchase of this property and agree to submit any dispute to the American Arbitration Association for resolution.

David Jetelina
Bidder's Name (Please Print or Type)

Bidder's Signature

18118 Lakeside Lane Nassau Bay, TX 77058
Bidder's Address (City, State, Zip Code)

713-825-2372
Bidder's Telephone

Aug-8-2013
Date

dj@flagshiptec.com
Bidder's E-mail address

Additional Information may be attached to this to explain your bid. Payment in full must be made within thirty (30) days of final award of bid, or bidder will forfeit bid.

David D. Jetelina
18118 Lakeside Lane Houston, TX 77058
713-825-2372

August 8, 2013

Ms. Jennifer Arinder
Perdue, Brandon, Fielder, Collins & Mott, LLP
1235 N. Loop West, Suite 600
Houston, TX 77008

RE: Offer to purchase, Galveston county cause #11TX0134, acct #1295-0008-0031-000

Dear Ms. Arinder,

This residential property burned down during the time that the tax lawsuit was in process.

I would like to make an offer to purchase the above referenced property. This offer is being made in knowledge and consideration that this property has been auctioned off twice by the Galveston County Sheriff's office, and both times it was returned by the successful bidder due to its terrible condition (attached please find some recent photos).

Prior to the fire, the property was valued by the CAD as:

Land -	$10,000
Improvements-	$45,150
TOTAL	**$55,150**

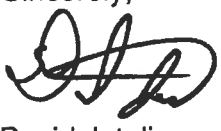
After the fire, I estimate the property value to be:

Land -	$10,000
Cost to remove debris-	($4,000)
TOTAL	**$6,000**

Outstanding taxes due as of August 2013 stand at $12,520.89. Taxes for years 2008 thru 2011 are included in the tax suit, leaving approximately $2,126 due and outstanding.
The tax bill at the end of 2013 will come due based upon the previous value of the property prior to the fire; this will amount to approximately $1,500. Amounting to an outstanding tax liability (after the tax suit) of $3,606 taxes due Galveston county.

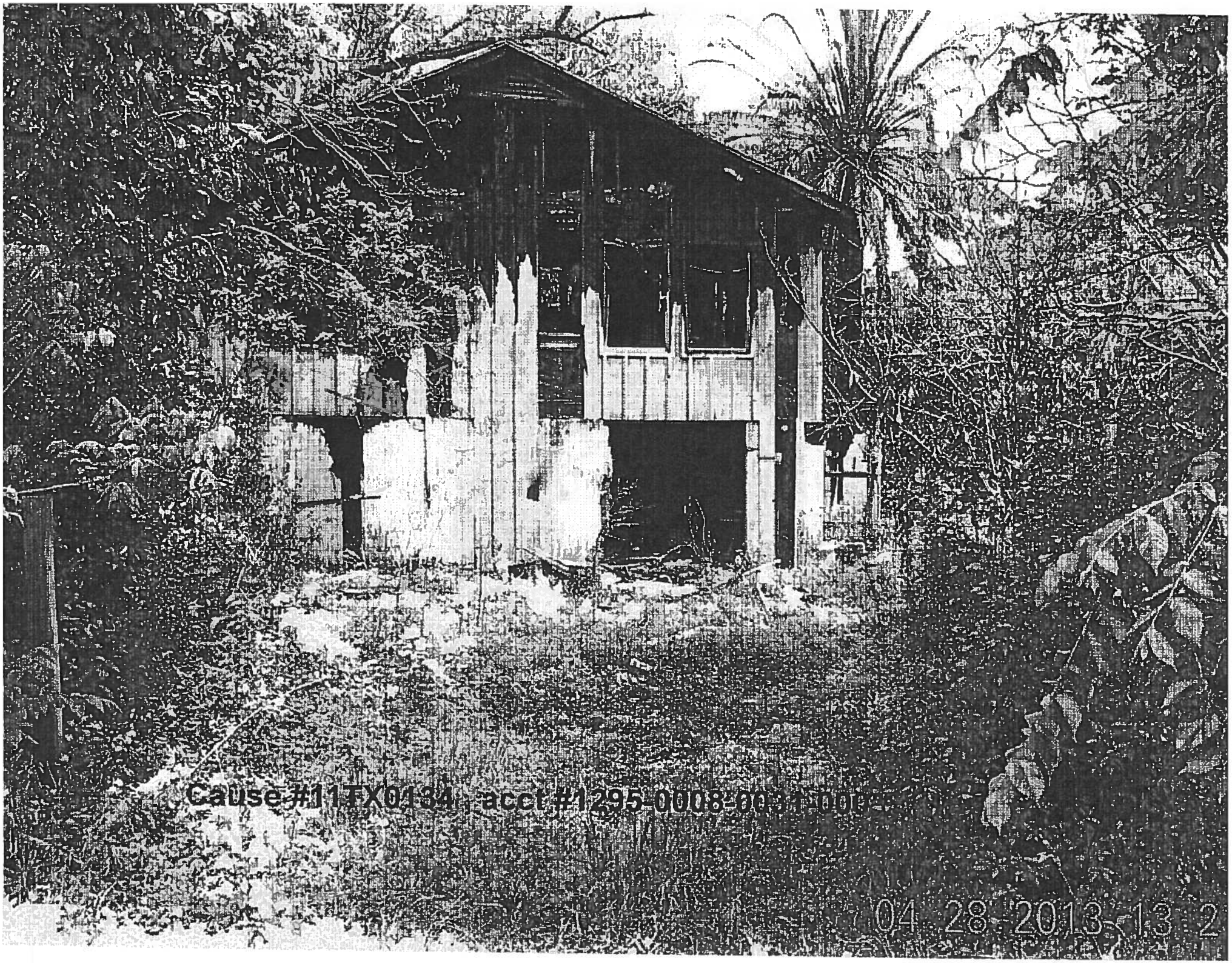
Based upon the preceding information, I hereby respectfully submit my attached offer of $7,000 for your consideration. If accepted, I will work to rapidly correct the dangerous conditions that presently exist at this address.

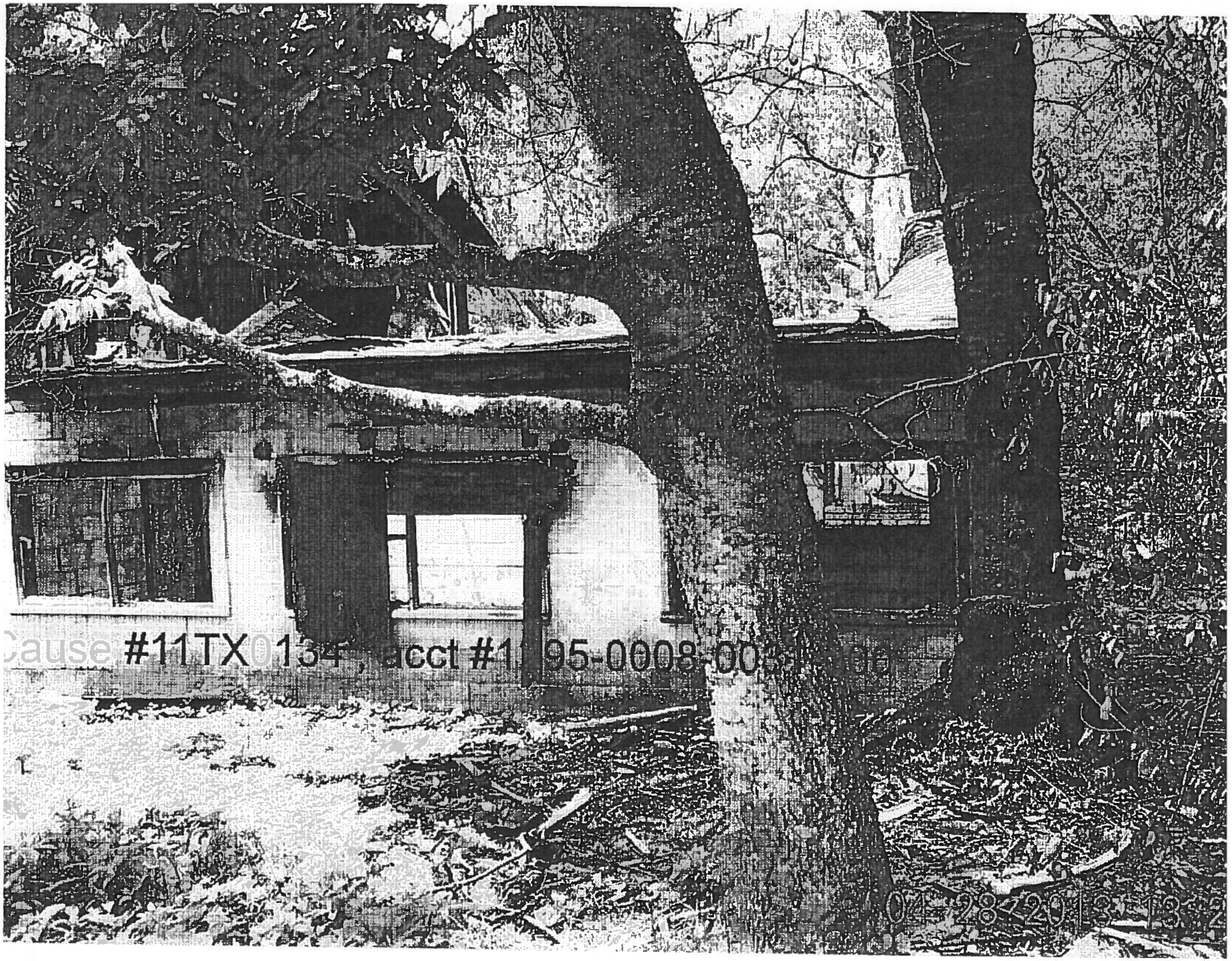
Sincerely,



David Jetelina

attach


Cause #11FX0134 , acct #1295-0008-00
04 28 2013 13 2


Cause #11TX0134, Acct #1195-0008-003
07-28-2011

Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591, (866) 277
Data on this Web site represents Certified 2013 Information as of July 19th 201

Property Detail Sheet (R203835)

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

History | Plat Map | GIS Map | Datasheet | Protest

Owner Information

Owner ID:	**O248723**
Owner Name:	**OWEN, WILLIAM A, II**
Owner Address:	**% GWEN BUNCKER 410 BAKER AVE BACLIFF,TX 77518-1398**
Property Address:	**410 BAKER AVE BACLIFF, TX 77518**

Parcel Information

Legal Description:	**ABST 154 S G MCCLENNY LOTS 31 & 32 BLK 8 BACLIFF**
Neighborhood:	**2655(2655 - Clifton By The Sea)**
Acreage:	**0.114**
Cross Reference:	**1295-0008-0031-000**
Undivided Interest:	**100%**
Exemption Codes:	
Entity Codes:	**S11 (Dickinson Isd) GGA (Galveston County) J05 (Mainland College) M04 (Bacliff) RFL (Co Road & Flood)**
Deed Type:	**Conversion**
Deed Book:	
Deed Page:	**003-07-1010**
Map Page:	**122-D**
Links:	

Values Breakdown	**2013 Value**
Land HS:	**$10,000 +**
Land NHS:	**$0 +**
Improvement HS:	**$45,150 +**
Improvement NHS:	**$0 +**
Ag Market:	**$0**
Ag Use:	**$0 +**
Timber Market:	**$0**
Timber Use:	**$0 +**
Assessed:	**$55,150 =**

Improvements

ID	Type	SPTB	Segs	Value
Imp1	R (Residential)	A1 (Real Residential Single Family)	4	$ 45,150

Land

ID	Type	SPTB	Acres	Market
Land1	RL (Residential Lot)	A1 (Real Residential Single Family)		$ 10,000

Get Adobe Reader

A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available here.

2013
R203835

08/08/2013

Current Owner	Legal Description	Exemptions	Market
OWEN, WILLIAM A, II (O248723) % GWEN BUNCKER 410 BAKER AVE BACLIFF,TX 77518-1398	ABST 154 S G MCCLENNY LOTS 31 & 32 BLK 8 BACLIFF		55,150
		Entities	Assessed
		S11, GGA, J05, M04, RFL	55,150

Situs Address

410 BAKER AVE
BACLIFF, TX 77518

Sales

Date	Volume	Page	Seller Name
	003-07-1010		OWEN, WILLIAM A, II
	003-07-1010		NUGENT MARY
	003-07-1010		UNKNOWN

Building Attributes

Construction	Foundation	Exterior	Interior	Roof	Flooring
SFC	CS	COMP	SR	CS	CP
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**
CH-CA	1.5				

Land Segments

SPTB	Description	Area	Market	Ag Value
A1	Residential Lot	5000F	10,000	0

History Information

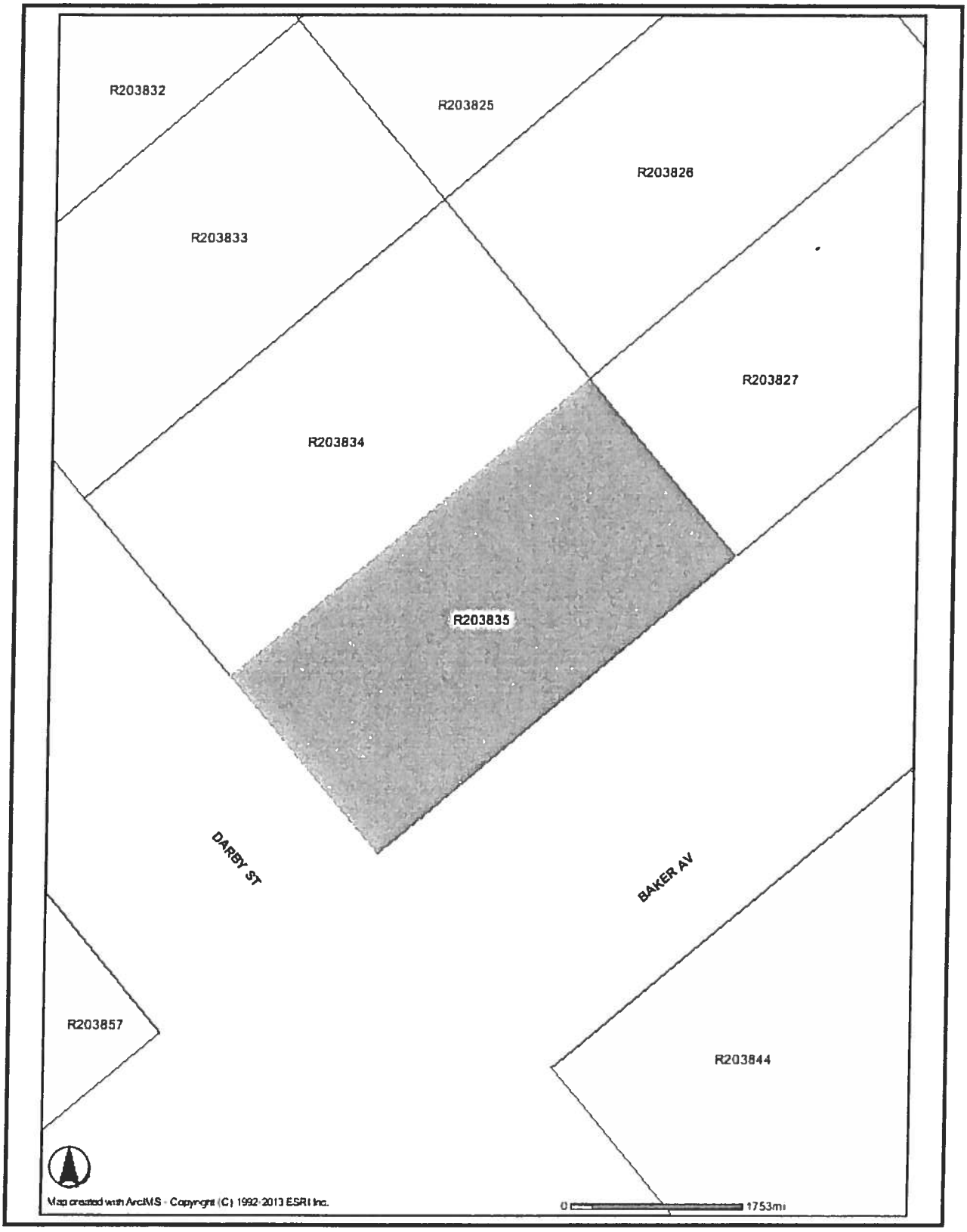
	2013	2012	2011	2010
Imp HS	$45,150	$45,150	$45,150	$45,150
Imp NHS	$0	$0	$0	$0
Land HS	$10,000	$10,000	$10,000	$10,000
Land NHS	$0	$0	$0	$0
Ag Mkt	$0	$0	$0	$0
Ag Use	$0	$0	$0	$0
Tim Mkt	$0	$0	$0	$0
Tim Use	$0	$0	$0	$0
HS Cap	-	-	-	
Assessed	$55,150	$55,150	$55,150	$55,150

Prior to Fire.

Prior to Fire.

Improvements

Type	Description	Area	Year Built	Eff Year	Value
R	Residential				$45,150
MA	Main Area	816		1972	$22,490
MA2	Main Area 2nd Floor	576		1972	$15,980
OP	Open Porch	80		1972	$440
GA	Garage	576		1972	$7,140


R203832
R203825
R203826
R203833
R203827
R203834
R203835
DARBY ST
BAKER AV
R203857
R203844
Map created with ArcIMS - Copyright (C) 1992-2013 ESRI Inc.
0
1753mi

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all 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.
(Language pursuant to Section 11.008 of the Texas Property Code)

THE STATE OF TEXAS	§	
	§	RESALE DEED
COUNTY OF GALVESTON	§	

KNOW ALL MEN BY THESE PRESENTS that the DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY, GALVESTON COUNTY ROAD & FLOOD, COLLEGE OF THE MAINLAND, and BACLIFF MUNICIPAL UTILITY DISTRICT, acting by and through its duly elected official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of SEVEN THOUSAND DOLLARS AND 00/100 ($7,000.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid by DAVID JETELINA ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has granted and conveyed and by these presents do grant and convey unto said grantee all right, title and interest of DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY, GALVESTON COUNTY ROAD & FLOOD, COLLEGE OF THE MAINLAND, and BACLIFF MUNICIPAL UTILITY DISTRICT, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 11TX0134, styled Dickinson Independent School District, et al vs. William Owen, et al said property being described as:

LOTS 31 & 32, BLOCK 8 OF BAY CLIFF, A SUBDIVISION OF A PART OF THE S. G. MCCLENNY SURVEY, IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 477, PAGE 2, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS. (ACCOUNT 1295-0008-0031-000)

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 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, 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 is relying solely on **his** 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, and

(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.

(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, or 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, **his** 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 and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR'S predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR'S predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages and GRANTEE may have no remedy against such predecessors, contractors or consultants.

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, attorney and agents from and against any and all debts, duties, obligation, 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 said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said DAVID JETELINA, **his** successors, beneficiaries, heirs and assigns forever, so that neither the DICKINSON INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY, GALVESTON COUNTY ROAD & FLOOD, COLLEGE OF THE MAINLAND, and BACLIFF MUNICIPAL UTILITY DISTRICT, nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for post judgment years and for the current year are assumed by, and are to be paid by GRANTEE.

Executed this _____day of _____, 2013.

IN TESTIMONY WHEREOF, the taxing authorities herein have caused these presents to be executed their _____ day of _____, 2013.

DICKINSON INDEPENDENT SCHOOL DISTRICT

_____
FRITZIE SAMFORD
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, FRITZIE SAMFORD, President, Board of Trustees, Dickinson Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of _____, 2013.

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS
SEAL My Commission Expires: _____

GALVESTON COUNTY, for itself and the use and benefit of
GALVESTON COUNTY ROAD & FLOOD

_____

MARK HENRY
COUNTY JUDGE

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY, County Judge, Galveston County, for itself and the use and benefit of Galveston County Road & Flood, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2013.

_____

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

COLLEGE OF THE MAINLAND

_____

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared_____, _____, 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 same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2013.

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

BACLIFF MUNICIPAL UTILITY DISTRICT

_____

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared, _____, _____, Bacliff Municipal Utility District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2013.

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

Grantee: DAVID JETELINA
18118 LAKESIDE LANE
NASSAU BAY, TX 77058

AFTER RECORDING, RETURN TO:
Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
1235 North Loop West, Suite 600
Houston, Texas 77008

AGENDA ITEM #22.a.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

Grant Application___Award___ Approval Request

Date of Request: 12/10/13		**Department:** Emergency Management			
Grant Agency: Texas Dept. of Public Safety			**Funding Source:** State Homeland Security Grant Program (SHSP)		
Grant Start Date:	9/1/13	**Program Year:**	**Renewal: Yes** ✓ **No** ___		**Last Billing Date:**
Grant End Date:	1/31/15	**Program End Date:** 1/31/15	**Award/Agreement No:** EMW-2013-SS-00015		
Description:	Funds the H-GAC Approved ECC Interoperability Project				
Grant Org Key:			**Grant Type: Advance Payment** ___ **Reimbursement** ___		

Expenditure Type	Grant (Other) Funded	County Funded	Total Budget
Salary & Benefit			
Non-Labor	$140,000	0	
Indirect/Admin Costs			
Totals:	$140,000	0	-

	FY12	FY13	FY14	FY15	After FY15	Total
County Funding Requested:						0
County Funding Budgeted:						

Approved By: **Date** **Signature**

Grants Manager: Cynth Pagan 12/4/13

Director of Finance:

Form Number:

Texas Department of Public Safety

2013 Sub-Recipient Award for Galveston County

1. General Award Information	Reference/Encumbrance No:	
Date of Award: September 20, 2013	Prepared By: Jenkins, Shane	3. SAA Award Number: 13-SR 48167-01

4. Sub-Recipient Name and Address

Judge Mark Henry
Galveston County
722 Moody, Suite 200
Galveston, TX 77550

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
State Homeland Security Program (SHSP)

Federal Grant Award Number: EMW-2013-SS-00045

Federal Granting Agency: Department of Homeland Security FEMA
Grant Programs Directorate

Date Federal Grant Awarded to TxDPS: September 1, 2013

CFDA: 97.067

6. Award Amount and Grant Breakdowns

SHSP

$140,000.00

Grant Period:	
From: Sep 1, 2013	To: Jan 31, 2015

(The SAA must receive all invoices by the end of grant period)

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2013, (Public Law 113-6), and the Homeland Security Act of 2002 (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:

Machelle Pharr
Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:	Signature of Sub-Recipient Official:	
Mark Henry, County Judge		
Enter Employer Identification Number (EIN) or Federal Tax Identification Number: 74-6000908	**DUNS Number:** 081-507-709	**Date Signed :**

DUE DATE: November 4, 2013 **Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.**

2013 TERMS AND CONDITIONS

Instructions:

The Sub-recipient shall:

1. *Fill in the information and sign the Grant Sub-Recipient Award;*
2. *Certify they have read and understand these Terms and Conditions;*
3. *Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits, and*
4. *Return all documents via email to* **SAA_SRA@dps.texas.gov** *on or before the date provided in the transmittal letter and/or in this grant.*

Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2013 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2013 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2013 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NGP. NSGP provides funding support statutorily eligible costs to include target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

Sub-recipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Sub-recipient issues subawards as part of this Grant project, Sub-recipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Sub-recipient agreement funds" as used in this Grant means funds provided by DPS/THSSAA under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Sub-recipient's funds" or match funds as used in this Grant means funds provided by the Sub-recipient.

Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2013 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2013 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2013 Funding Opportunity Announcement as binding.

Standard of Performance. Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which are approved by DPS/THSSAA. Any change to a project shall receive prior written approval by the appropriate local, regional and state-level grant administrator(s). Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"
2. Assurances – Construction Programs, hereinafter referred to as "**Exhibit B**"
3. Certifications, hereinafter referred to as "**Exhibit C**"
4. State of Texas Assurances, hereinafter referred to as "**Exhibit D**"

Failure to Perform. In the event Sub-recipient fails to implement the project(s) entered and approved in the DPS/THSSAA web-based grants management system, or comply with any provision of this Grant, Sub-recipient shall be liable to DPS/THSSAA for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

Environmental Review

Sub-recipient shall assess its federally funded projects for potential impact to environmental resources and historic properties. Sub-recipient shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/THSSAA. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Sub-recipient shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's

EHP review will result in a non-compliance finding and DPS/THSSAA will not authorize or release grant funds for non-compliant projects.

Sub-recipient, as soon as possible upon receiving its grant award, shall provide information to DPS/THSSAA to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Sub-recipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Sub-recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Sub-recipient shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, Sub-recipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Sub-recipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Funding Obligations

A. DPS/THSSAA shall not be liable to Sub-recipient for any costs incurred by Sub-recipient that are not allowable costs.

B. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/THSSAA under this Grant shall not exceed the Total Award Amount listed on the Grant Sub-recipient Award.

C. Sub-recipient shall contribute the match funds listed on the Grant Sub-recipient Award.

D. Sub-recipient shall refund to DPS/THSSAA any sum of these grant funds that has been determined by DPS/THSSAA to be an overpayment to Sub-recipient or that DPS/THSSAA determines has not been spent by Sub-recipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.

E. Notwithstanding any other provisions, the Parties hereto understand and agree that DPS/THSSAA's obligations under this Grant are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by the Homeland Security Grant Program (HSGP). DPS/THSSAA shall not be liable to Sub-recipient for costs which exceed the amount specified in this Grant.

Performance Period

The performance period for this Grant is listed on the Grant Sub-Recipient Award. All goods and services shall be received within the performance period AND all reimbursement requests shall be submitted to DPS/THSSAA within the performance period. Sub-recipient shall have expended all grant funds and submitted reimbursement requests, and any invoices, in the DPS/THSSAA grant management system by the end of the performance period. DPS/THSSAA shall not be obligated to reimburse expenses incurred or submitted after the performance period.

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Grant, Sub-recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below.

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (the A-102 Common Rule);

2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

3. 44 C.F.R. Part 10, Environmental Considerations

B. Cost Principles

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)

2. 2 C.F.R. Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)

3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

4. 48 C.F.R. Subpart 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Grant Guidance (Funding Opportunity Announcement)

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2013 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf and the Nonprofit Security Grant Program (NSGP),

https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-0844/fy_13_nsgp_foa_final.pdf.

DHS Specific Acknowledgements and Assurances

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 10, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf.

Sub-recipient acknowledges and agrees, and shall require any sub-recipients, subawardees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.

2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Operation Stonegarden (OPSG) Specific Conditions

If Sub-recipient is receiving Operation Stonegarden (OPSG) funds, Sub-recipient is prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to DPS/THSSAA and CBP/BP HQ in Washington, D.C.

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.

2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's grant performance period.

3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.

4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.

5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or GAN to the jurisdiction.

State Requirements for Grants

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, State Administrative Agency Information Bulletins, available at http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm, Texas Uniform Grants Management Standards (UGMS) at http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc and the State Administrative Agency Sub-recipient Manual, available at http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf. Sub-recipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant, and the approved application.

Sub-recipient shall comply with the State of Texas General Appropriations Act, Art. IX, Part 4, as follows:

1. Grant funds may not be expended for a grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting the grant is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

3. Grant funds may not be expended to a unit of local government unless the following limitations and reporting requirements are satisfied:

a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;

b. Texas Government Code Sections 556.004, 556.005, and 556.006, including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;

c. Texas Government Code Sections 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

d. Texas General Appropriations Act, Art. IX, Section 6.13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and

e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, including grant funds may only be expended if Sub-recipient timely completes and files its reports.

Restrictions and General Conditions

A. Use of Funds. DHS grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

B. Lobbying Prohibited. No funds shall be expended by Sub-Recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of FEMA.

C. Transferring Funds. Sub-recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) without a properly executed GAN.

D. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.

E. Cost Categories. There may be limitations on the use of HSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2013 HSGP FOA, Appendix C, Funding Guidelines.

1. Management and Administration
2. Planning
3. Organization
4. Equipment
5. Training
6. Exercises
7. Maintenance and Sustainment
8. Critical Emergency Supplies
9. Construction and Renovation

F. Governing Board Approval. In cases where local funding is established by a COG or an Urban Area Security Initiative (UASI) governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.

G. Notices. All notices or communications required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Lone Star, to the other party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

DPS/THSSAA Contact Information
Deputy Assistant Director
Texas Homeland Security State Admin. Agency
Texas Department of Public Safety
P.O. Box 4087
Austin, TX 78773-0220

H. Points of Contacts. Within 30 days of any change, Sub-recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

I. DUNS Number. Sub-recipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform.

J. Central Contractor Registration and Universal Identifier Requirements. Sub-recipient maintains that it has registered on www.ccr.gov, www.sam.gov/, or other federally established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the CCR information at least annually. Sub-recipient shall keep information current in the CCR/SAM database until the later of when it submits this Grant's final financial report or receives final grant award payment. Sub-recipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

K. Indirect Cost Allocation Plan. Sub-recipient shall submit its most recently approved Indirect Cost Allocation Plan signed by Cognizant Agency to DPS/THSSAA within 30 calendar days of the approval. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 C.F.R. Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies at http://harvester.census.gov/sac/dissem/asp/reports.asp. Unless the basis of the cost plan changes, Sub-recipient only needs to forward the annual Indirect Cost Rate approval letter to DPS/THSSAA within 30 calendar days after approval by the Cognizant Agency. The approved Indirect Cost Plans and approval letters shall be emailed to **SAA_SRA@dps.texas.gov** . The Sub-recipient name shall be included in the file name and subject line of the email transmittal.

L. Reporting Total Compensation of Sub-recipient Executives. 2 C.F.R. §170.320; see FEMA Information Bulletin 350.

1. Applicability and what to report: Sub-recipient shall report whether Sub-recipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320. Sub-recipient shall report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient shall report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. Where and when to report: Sub-recipient shall report executive total compensation at www.ccr.gov, www.sam.gov/, or other federally established replacement site. By signing this Grant, Sub-recipient certifies that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and shall keep information in the CCR/SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

M. Direct Deposit. If Sub-recipient has not received HSGP reimbursements from DPS/THSSAA within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/THSSAA. Completed direct deposit forms from Sub-recipient shall be emailed to SAA_RR@dps.texas.gov. The email subject line and attachment name shall include the jurisdiction name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf. Sub-recipient may simultaneously sign up for the Advance Payment Notification **(APN)**email feature which provides State of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to its financial institution. After receiving an APN, a payee may securely access its payment details online.

N. Procurements. Sub-recipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 44 C.F.R. §13.36.

O. Contract Provisions. All contracts executed using funds granted under this Grant shall contain the contract provisions listed under 44 C.F.R. §13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

P. No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee using funds granted under this Grant, Sub-recipient shall determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at https://www.sam.gov/portal/public/SAM/.

Q. Management and Administration. If this Grant includes a specific award of funds to Sub-recipient for management and administration (M&A), Sub-recipient shall comply with all applicable requirements and limitations with respect to M&A. For additional information on M&A, refer to Information Bulletin 365 located at http://www.fema.gov/grants/grant-programs-directorate-information-bulletins..

R. Personnel Cap. Up to fifty percent (50%) of all HSGP awards received by Sub-recipient may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Sub-recipient may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to DPS/THSSAA at SAA@dps.texas.gov. Requests for waivers shall be submitted on official Sub-recipient letterhead and be signed by an authorized official of Sub-recipient. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

S. Property Management and Inventory. At least every two (2) years, Sub-recipient shall take a physical inventory and shall reconcile the results with property records. Sub-recipient shall maintain Property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (See sample inventory record format at http://www.txdps.state.tx.us/director_staff/saa/audit_and_compliance.htm) Sub-recipient shall develop and implement a control system to prevent loss, damage or theft of property and Sub-recipient shall investigate and document any loss, damage or theft of property funded under this Grant.

T. Publications. All publications produced as a result of funding under this Grant, which are submitted for publication in any magazine, journal, or trade paper, shall include the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

U. Acknowledgement of Federal Funding from DHS. Sub-recipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

V. Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. Sub-recipient shall obtain DHS, DPS, or DPS/THSSAA's prior written approval before using any of these agencies' seal(s), logos, crests or reproductions of flags or likenesses of agency officials. Funding of this Grant does not equate to endorsement of use of funding agencies' seals, etc., including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.

W. Copyright. Sub-recipient shall comply with requirements regarding publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Grant, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Sub-recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Sub-recipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Grant.

Further, Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

X. Quarterly Performance Reports. Sub-recipient shall submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Reports are entered into the grants management system. Performance reports are due by the twentieth (20th) day after the end of each calendar quarter: January 20, April 20, July 20 and October 20; or as otherwise specified or required by DPS/THSSAA. DPS/THSSAA may require other reports or different timelines to meet federal reporting dates or to respond to information requests. Failure to timely complete a performance report will result in Sub-recipient being unable to request additional reimbursements/advances and may affect future funding.

Y. Site Visits. DHS and/or DPS/THSSAA, through its authorized representatives, have the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Sub-recipient or a contractor under this Grant, Sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the requirements of EO 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Sub-recipient shall take reasonable steps to ensure that LEP persons have meaningful access to Sub-recipient's programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to http://www.lep.gov.

AA. Protection of Human Subjects. Sub-recipient shall comply with the requirements of the Federal regulations at 45 C.F.R. Part 46, which requires that Sub-recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Sub-recipient shall comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 C.F.R. Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 C.F.R. Part 46.

BB. National Flood Insurance Act of 1968. Sub-recipient shall comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.

CC. USA Patriot Act of 2001. Sub-recipient shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery systems of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and Comptroller General's guidelines.

EE. Activities Conducted Abroad. Sub-recipient shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

FF. Trafficking Victims Protection Act of 2000. All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.

DPS/THSSAA is authorized to terminate this award, without penalty, if the above condition is violated. Sub-recipient shall include this condition in any subawards or contracts it makes as a result of this Grant. Full text of the award term is provided at 2 C.F.R. §175.15.

GG. Americans with Disabilities Act of 1990. Sub-recipient shall comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 42 U.S.C. §§ 12101-12213.

HH. Public Dissemination of Sensitive Information. Sub-recipient shall notify DPS/THSSAA of any workshops, conferences, seminars or other public venues at least one hundred (100) calendar days before presenting any potentially sensitive information regarding this project. No sensitive information may be presented by Sub-recipients' personnel without DPS/THSSAA and the DHS Grants Officer's review and prior written approval.

II. Security Concerns/Violations. Sub-recipient shall inform the THSSAA's Deputy Assistant Oirector in writing within two (2) calendar days of Sub-recipient being made aware of any security concerns with individuals having access to government facilities or sensitive information. In the event that sensitive information is divulged in violation of Sub-recipient's security procedures, Sub-recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

JJ. Classified Security Condition

1. No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information.

2. "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

3. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.

4. Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are currently located at:
http://www.dhs/.ov/xopnbiz/grants/index.shtm.

5. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions. OHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: DD254AdministrativeSecujjidhs.gov, Mail: Oepartment of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII). Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf .

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Other Requirements

A. During the performance period of this Grant, Sub-recipient, counties, cities, towns, and Indian tribes shall maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in Sub-recipient's plan, Sub-recipient shall correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified and approved in the OPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of this Grant. Sub-recipient shall submit project plans, milestones, outputs/outcomes, narratives and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this Grant. Sub-recipient shall enter appropriate project milestones into the DPS/THSSAA web-based grants management system within 60 days after award or by the deadline established by DPS/THSSAA, whichever is sooner. Sub-recipient shall report on project status and accomplishments (milestones and outputs/outcomes) in the format(s) and timeframes as required by DPS/THSSAA.

C. During the performance period of this Grant, Sub-recipient shall:

1. Participate in a legally-adopted county and/or regional mutual aid agreement.

2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives

outlined by FEMA at http://www.fema.gov/implementation-and-compliance-guidance-stakeholders#item4.

3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable resources such as vehicles and trailers, equipment costing $5,000 or more, and specialized teams/response units equipped and/or trained using grant funds (i.e., hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid. http://www.fema.gov/emergency/nims/ResourceMngmnt.shtm#item3.

D. Regional Planning Commissions/Council of Governments (COGs) shall follow guidelines listed in the DPS/THSSAA FY2013 COG Statement of Work.

Monitoring

Sub-recipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/THSSAA, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Sub-recipient's compliance with this Grant and of the adequacy and timeliness of Sub-recipient's performance pursuant to this Grant. After each monitoring visit, DPS/THSSAA shall provide Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Sub-recipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Sub-recipient. Failure by Sub-recipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

Audit

Audit of Federal and State Funds. Sub-recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26). Sub-recipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.

Right to Audit. Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of grant funds received and performances rendered under this Grant. Sub-recipient shall permit DPS/THSSAA or its authorized representative to audit Sub-recipient's records. Sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

Sub-recipient's Liability for Disallowed Costs. Sub-recipient understands and agrees that it shall be liable to DPS/THSSAA for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Sub-recipient further understands and agrees that reimbursement to DPS/THSSAA of such disallowed costs shall be paid by Sub-recipient from funds that were not provided or otherwise made available to Sub-recipient pursuant to this Grant or any other federal contract.

Sub-recipient's Facilitation of Audit. Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/THSSAA may require of Sub-recipient. Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

State Auditor's Clause. Sub-recipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Sub-recipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Sub-recipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Sub-recipient relating to this Grant.

Retention and Accessibility of Records

Retention of Records. Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS §__.42, and this Grant. Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct Sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

Access to Records. Sub-recipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Sub-recipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Sub-recipient. Sub-recipient shall maintain such records in an accessible location and provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code, Chapter 552.

Inclusion in Subcontracts. Sub-recipient shall include the substance of the Retention of Records and Access to Records section herein in all subcontracts.

After Action Reporting. Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action reports and certificates of completion for all training and exercises paid for by this grant.

Legal Authority

Signatory Authority. Sub-recipient assures and guarantees that Sub-recipient possesses the legal authority to enter into this Grant, receive grant funds and to perform the project Sub-recipient has obligated itself to perform pursuant to this Grant.

Authorized Representative. The person or persons signing and executing this Grant on Sub-recipient's behalf do warrant and guarantee

that he/she has been duly authorized by Sub-recipient to execute this Grant on Sub-recipient's behalf and to validly and legally bind Sub-recipient to all terms and conditions and performance obligations.

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, Sub-recipient shall comply with the strictest requirement.

Notice of Litigation and Claims

Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action or claim, including any proceeding before an administrative agency, filed against Sub-recipient arising out of performance of this Grant. Except as otherwise directed by DPS/THSSAA, Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by Sub-recipient with respect to such action or claim.

No Liability for Employees and Officers

DPS/THSSAA shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by Sub-recipient, regardless of where the individual's actions or omissions occurred.

Non-Waiver of Defaults

Any failure of DPS/THSSAA, at any time, to enforce or require the strict keeping and performance of any provision of this Grant shall not constitute a waiver of such provision, and shall not affect or impair same or the right of DPS/THSSAA at any time to avail itself of same. A waiver does not become effective unless DPS/THSSAA expressly agrees to such waiver in writing. Any payment by DPS/THSSAA shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to DPS/THSSAA to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

Changes and Amendments

Modification. FEMA or DPS/THSSAA may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Sub-recipient's acceptance of the changes to the award. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

Written Amendment. Alterations, additions or deletions to this Grant, such as changes to period of performance and award amounts, shall be made through an executed Grant Adjustment Notice (GAN).

Authority to Amend. During the period of performance for this Grant, DPS/THSSAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Grant's performance requirements. Such policy directives shall be promulgated by DPS/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of modifying this Grant and shall be binding upon Sub-recipient as if written in this Grant.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws or regulations are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/THSSAA determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Sub-recipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Sub-recipient's acceptance of the changes to this Grant.

Headings

Headings and captions of this Grant are only for convenience and reference. These headings and captions shall not affect or modify the terms and conditions or be used to interpret or assist in the construction of this Grant.

Venue

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

Suspension

In the event Sub-recipient fails to comply with any term of this Grant, DPS/THSSAA may, upon written notification to Sub-recipient, suspend this Grant, in whole or in part, withhold payments to Sub-recipient and prohibit Sub-recipient from incurring additional obligations of this Grant's funds.

Termination

DPS/THSSAA shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/THSSAA determines that Sub-recipient has failed to comply with any term of this Grant. DPS/THSSAA shall provide written notice of the termination and include:

1. The reason(s) for such termination;
2. The effective date of such termination; and
3. In the case of partial termination, the portion of this Grant to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Texas Department of Public Safety.

Enforcement

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;

2. Disallow, that is, deny both use of funds and matching credit for, all or part of the cost of the activity or action not in compliance;

3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;

4. Withhold further awards for the program; or

5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and

2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549, 44 C.F.R. §13.35.

Conflict of Interest

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

Closing of the Grant

A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.

B. At the completion of Sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

C. The closeout of this Grant does not affect:

1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;

2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;

3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and

4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.

Print Name of Authorized Official Mark Henry

Title County Judge

Sub-recipient Organization Galveston County

Signature of Authorized Official _____ Date _____

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, 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 agency directives.

3. 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.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 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).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (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 and 44 C.F.R. Part 19), 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. §§290dd-3 and 290ee- 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 agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, 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 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.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§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.

9. Will comply, as applicable, 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.

10. Will comply, if applicable, with 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 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 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application (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) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (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 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 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.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this award. "Research" "means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government

Principals Regarding the Care and Use of Animals

16. 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 residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit A.

Print Name of Authorized Official Mark Henry

Title County Judge

Sub-recipient Organization Galveston County

_____ _____

Signature of Authorized Official Date

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. 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.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 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).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based pain in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (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 and 44 C.F.R. Part 19), 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. §§290dd-3 and 290ee 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 statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. Will comply, 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 provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§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.

13. Will comply, as applicable, 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.

14. Will comply with 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.

15. 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) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (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) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters;(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).

16. 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.

17. 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).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.

Print Name of Authorized Official Mark Henry

Title County Judge

Sub-recipient Organization Galveston County

Signature of Authorized Official

Date

Exhibit C

Certifications

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee or 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.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification). The Sub-recipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov or www.sam.gov and the State Debarred Vendor List www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this agreement 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;
3. 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 paragraph (D)(2) of this certification; and
4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient must comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Sub-recipient agrees that it is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Sub-recipient 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.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign to certify this Exhibit C.

Print Name of Authorized Official Mark Henry

Title County Judge

Sub-recipient Organization Galveston County

Signature of Authorized Official

Date

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient'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. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall 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 if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.

7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).

8. Shall 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. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.

9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (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 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (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. §§290dd-3 and 290ee-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 this Grant.

10. Shall comply, as applicable, 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 subagreements.

11. Shall 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. Shall 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. Shall 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. Shall 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 Protection 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. Shall comply with the flood insurance purchase requirements of Section 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. Shall 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. Shall 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. Shall 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. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall 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. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/

25. Shall 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.

Please fill in the appropriate information and sign to certify this Exhibit D.

Print Name of Authorized Official Mark Henry

Title County Judge

Sub-recipient Organization Galveston County

Signature of Authorized Official

Date

AGENDA ITEM #22.b.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

Grant Application ___ Award ✓ Approval Request

Date of Request: 12/10/13		**Department:** Emergency Management			
Grant Agency: Texas Dept. of Public Safety			**Funding Source:** UASI		
Grant Start Date:	9/1/13	**Program Year:**	**Renewal: Yes** ✓ **No** ___		**Last Billing Date:**
Grant End Date:	1/31/15	**Program End Date:** 1/31/15	**Award/Agreement No:** EMW-2013-SS-00045		
Description:	Pays for Homeland Security Planner, the CERT Team, PIER License, Web EOC License + 1 Info + EOC Enhancements				
Grant Org Key:			**Grant Type: Advance Payment** ___ **Reimbursement** ✓		

Expenditure Type	Grant (Other) Funded	County Funded	Total Budget
Salary & Benefit	$62,277	Ø match	
Non-Labor	$276,730	Ø match	
Indirect/Admin Costs			
Totals:	$339,007	Ø match	-

	FY12	FY13	FY14	FY15	After FY15	Total
County Funding Requested:						0
County Funding Budgeted:						

Approved By: **Date** **Signature**

Grants Manager: _____

Director of Finance: _____

Form Number:

Texas Department of Public Safety

2013 Sub-Recipient Award for Galveston County

1. General Award Information	Reference/Encumbrance No:	
Date of Award: November 18, 2013	Prepared By: Jenkins, Shane	3. SAA Award Number: 13-SR 48167-02

4. Sub-Recipient Name and Address

Judge Mark Henry
Galveston County
722 Moody, Suite 200
Galveston, TX 77550

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP) Urban Areas Security Initiative (UASI)

Federal Grant Award Number: EMW-2013-SS-00045

Federal Granting Agency: Department of Homeland Security FEMA Grant Programs Directorate

Date Federal Grant Awarded to TxDPS: September 1, 2013

CFDA: 97.067

6. Award Amount and Grant Breakdowns

Houston UASI

$339,007.00

Grant Period:	
From: Sep 1, 2013	To: Jan 31, 2015
(The SAA must receive all invoices by the end of grant period)	

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2013, (Public Law 113-6), and the Homeland Security Act of 2002 (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:	Signature of TxDPS Official:
Machelle Pharr Deputy Assistant Director Texas Homeland Security State Administrative Agency Texas Department of Public Safety	

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:	Signature of Sub-Recipient Official:	
Enter Employer Identification Number (EIN) or Federal Tax Identification Number:	DUNS Number:	Date Signed :

DUE DATE: January 2, 2014 **Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.**

2013 TERMS AND CONDITIONS

Instructions:

The Sub-recipient shall:

1. *Fill in the information and sign the Grant Sub-Recipient Award;*
2. *Certify they have read and understand these Terms and Conditions;*
3. *Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits, and*
4. *Return all documents via email to* **SAA_SRA@dps.texas.gov** *on or before the date provided in the transmittal letter and/or in this grant.*

Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2013 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2013 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2013 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NGP. NSGP provides funding support statutorily eligible costs to include target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

Sub-recipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Sub-recipient issues subawards as part of this Grant project, Sub-recipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Sub-recipient agreement funds" as used in this Grant means funds provided by DPS/THSSAA under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Sub-recipient's funds" or match funds as used in this Grant means funds provided by the Sub-recipient.

Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2013 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2013 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2013 Funding Opportunity Announcement as binding.

Standard of Performance. Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which are approved by DPS/THSSAA. Any change to a project shall receive prior written approval by the appropriate local, regional and state-level grant administrator(s). Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"
2. Assurances – Construction Programs, hereinafter referred to as "**Exhibit B**"
3. Certifications, hereinafter referred to as "**Exhibit C**"
4. State of Texas Assurances, hereinafter referred to as "**Exhibit D**"

Failure to Perform. In the event Sub-recipient fails to implement the project(s) entered and approved in the DPS/THSSAA web-based grants management system, or comply with any provision of this Grant, Sub-recipient shall be liable to DPS/THSSAA for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

Environmental Review

Sub-recipient shall assess its federally funded projects for potential impact to environmental resources and historic properties. Sub-recipient shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/THSSAA. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Sub-recipient shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's

EHP review will result in a non-compliance finding and DPS/THSSAA will not authorize or release grant funds for non-compliant projects.

Sub-recipient, as soon as possible upon receiving its grant award, shall provide information to DPS/THSSAA to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Sub-recipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Sub-recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Sub-recipient shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, Sub-recipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Sub-recipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Funding Obligations

A. DPS/THSSAA shall not be liable to Sub-recipient for any costs incurred by Sub-recipient that are not allowable costs.

B. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/THSSAA under this Grant shall not exceed the Total Award Amount listed on the Grant Sub-recipient Award.

C. Sub-recipient shall contribute the match funds listed on the Grant Sub-recipient Award.

D. Sub-recipient shall refund to DPS/THSSAA any sum of these grant funds that has been determined by DPS/THSSAA to be an overpayment to Sub-recipient or that DPS/THSSAA determines has not been spent by Sub-recipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.

E. Notwithstanding any other provisions, the Parties hereto understand and agree that DPS/THSSAA's obligations under this Grant are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by the Homeland Security Grant Program (HSGP). DPS/THSSAA shall not be liable to Sub-recipient for costs which exceed the amount specified in this Grant.

Performance Period

The performance period for this Grant is listed on the Grant Sub-Recipient Award. All goods and services shall be received within the performance period AND all reimbursement requests shall be submitted to DPS/THSSAA within the performance period. **Sub-recipient shall have expended all grant funds and submitted reimbursement requests, and any invoices, in the DPS/THSSAA grant management system by the end of the performance period.** DPS/THSSAA shall not be obligated to reimburse expenses incurred or submitted after the performance period.

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Grant, Sub-recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below.

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (the A-102 Common Rule);

2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

3. 44 C.F.R. Part 10, Environmental Considerations

B. Cost Principles

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)

2. 2 C.F.R. Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)

3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

4. 48 C.F.R. Subpart 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Grant Guidance (Funding Opportunity Announcement)

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2013 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf and the Nonprofit Security Grant Program (NSGP),

https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-0844/fy_13_nsgp_foa_final.pdf.

DHS Specific Acknowledgements and Assurances

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 10, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf.

Sub-recipient acknowledges and agrees, and shall require any sub-recipients, subawardees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.

2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Operation Stonegarden (OPSG) Specific Conditions

If Sub-recipient is receiving Operation Stonegarden (OPSG) funds, Sub-recipient is prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to DPS/THSSAA and CBP/BP HQ in Washington, D.C.

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.

2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's grant performance period.

3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.

4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.

5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or GAN to the jurisdiction.

State Requirements for Grants

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, State Administrative Agency Information Bulletins, available at http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm, Texas Uniform Grants Management Standards (UGMS) at http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc and the State Administrative Agency Sub-recipient Manual, available at http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf. Sub-recipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant, and the approved application.

Sub-recipient shall comply with the State of Texas General Appropriations Act, Art. IX, Part 4, as follows:

1. Grant funds may not be expended for a grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting the grant is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

3. Grant funds may not be expended to a unit of local government unless the following limitations and reporting requirements are satisfied:

a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;

b. Texas Government Code Sections 556.004, 556.005, and 556.006, including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;

c. Texas Government Code Sections 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

d. Texas General Appropriations Act, Art. IX, Section 6.13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and

e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, including grant funds may only be expended if Sub-recipient timely completes and files its reports.

Restrictions and General Conditions

A. Use of Funds. DHS grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

B. Lobbying Prohibited. No funds shall be expended by Sub-Recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of FEMA.

C. Transferring Funds. Sub-recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) without a properly executed GAN.

D. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.

E. Cost Categories. There may be limitations on the use of HSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2013 HSGP FOA, Appendix C, Funding Guidelines.

1. Management and Administration
2. Planning
3. Organization
4. Equipment
5. Training
6. Exercises
7. Maintenance and Sustainment
8. Critical Emergency Supplies
9. Construction and Renovation

F. Governing Board Approval. In cases where local funding is established by a COG or an Urban Area Security Initiative (UASI) governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.

G. Notices. All notices or communications required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Lone Star, to the other party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

DPS/THSSAA Contact Information
Deputy Assistant Director
Texas Homeland Security State Admin. Agency
Texas Department of Public Safety
P.O. Box 4087
Austin, TX 78773-0220

H. Points of Contacts. Within 30 days of any change, Sub-recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

I. DUNS Number. Sub-recipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform.

J. Central Contractor Registration and Universal Identifier Requirements. Sub-recipient maintains that it has registered on www.ccr.gov, www.sam.gov/, or other federally established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the CCR information at least annually. Sub-recipient shall keep information current in the CCR/SAM database until the later of when it submits this Grant's final financial report or receives final grant award payment. Sub-recipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

K. Indirect Cost Allocation Plan. Sub-recipient shall submit its most recently approved Indirect Cost Allocation Plan signed by Cognizant Agency to DPS/THSSAA within 30 calendar days of the approval. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 C.F.R. Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies at http://harvester.census.gov/sac/dissem/asp/reports.asp. Unless the basis of the cost plan changes, Sub-recipient only needs to forward the annual Indirect Cost Rate approval letter to DPS/THSSAA within 30 calendar days after approval by the Cognizant Agency. The approved Indirect Cost Plans and approval letters shall be emailed to **SAA_SRA@dps.texas.gov** . The Sub-recipient name shall be included in the file name and subject line of the email transmittal.

L. Reporting Total Compensation of Sub-recipient Executives. 2 C.F.R. §170.320; see FEMA Information Bulletin 350.

1. Applicability and what to report: Sub-recipient shall report whether Sub-recipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320. Sub-recipient shall report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient shall report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. Where and when to report: Sub-recipient shall report executive total compensation at www.ccr.gov, www.sam.gov/, or other federally established replacement site. By signing this Grant, Sub-recipient certifies that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and shall keep information in the CCR/SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

M. Direct Deposit. If Sub-recipient has not received HSGP reimbursements from DPS/THSSAA within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/THSSAA. Completed direct deposit forms from Sub-recipient shall be emailed to SAA_RR@dps.texas.gov. The email subject line and attachment name shall include the jurisdiction name and identify the document attached (i.e. *"Sample County DD form"*). The direct deposit form is currently available at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf. Sub-recipient may simultaneously sign up for the Advance Payment Notification **(APN)**email feature which provides State of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to its financial institution. After receiving an APN, a payee may securely access its payment details online.

N. Procurements. Sub-recipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 44 C.F.R. §13.36.

O. Contract Provisions. All contracts executed using funds granted under this Grant shall contain the contract provisions listed under 44 C.F.R. §13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

P. No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee using funds granted under this Grant, Sub-recipient shall determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at https://www.sam.gov/portal/public/SAM/.

Q. Management and Administration. If this Grant includes a specific award of funds to Sub-recipient for management and administration (M&A), Sub-recipient shall comply with all applicable requirements and limitations with respect to M&A. For additional information on M&A, refer to Information Bulletin 365 located at http://www.fema.gov/grants/grant-programs-directorate-information-bulletins .

R. Personnel Cap. Up to fifty percent (50%) of all HSGP awards received by Sub-recipient may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Sub-recipient may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to DPS/THSSAA at SAA@dps.texas.gov. Requests for waivers shall be submitted on official Sub-recipient letterhead and be signed by an authorized official of Sub-recipient. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

S. Property Management and Inventory. At least every two (2) years, Sub-recipient shall take a physical inventory and shall reconcile the results with property records. Sub-recipient shall maintain Property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (See sample inventory record format at http://www.txdps.state.tx.us/director_staff/saa/audit_and_compliance.htm) Sub-recipient shall develop and implement a control system to prevent loss, damage or theft of property and Sub-recipient shall investigate and document any loss, damage or theft of property funded under this Grant.

T. Publications. All publications produced as a result of funding under this Grant, which are submitted for publication in any magazine, journal, or trade paper, shall include the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

U. Acknowledgement of Federal Funding from DHS. Sub-recipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

V. Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. Sub-recipient shall obtain DHS, DPS, or DPS/THSSAA's prior written approval before using any of these agencies' seal(s), logos, crests or reproductions of flags or likenesses of agency officials. Funding of this Grant does not equate to endorsement of use of funding agencies' seals, etc., including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.

W. Copyright. Sub-recipient shall comply with requirements regarding publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Grant, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Sub-recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Sub-recipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Grant.

Further, Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

X. Quarterly Performance Reports. Sub-recipient shall submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Reports are entered into the grants management system. Performance reports are due by the twentieth (20th) day after the end of each calendar quarter: January 20, April 20, July 20 and October 20; or as otherwise specified or required by DPS/THSSAA. DPS/THSSAA may require other reports or different timelines to meet federal reporting dates or to respond to information requests. Failure to timely complete a performance report will result in Sub-recipient being unable to request additional reimbursements/advances and may affect future funding.

Y. Site Visits. DHS and/or DPS/THSSAA, through its authorized representatives, have the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Sub-recipient or a contractor under this Grant, Sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the requirements of EO 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Sub-recipient shall take reasonable steps to ensure that LEP persons have meaningful access to Sub-recipient's programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go tohttp://www.lep.gov.

AA. Protection of Human Subjects. Sub-recipient shall comply with the requirements of the Federal regulations at 45 C.F.R. Part 46, which requires that Sub-recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Sub-recipient shall comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 C.F.R. Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 C.F.R. Part 46.

BB. National Flood Insurance Act of 1968. Sub-recipient shall comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.

CC. USA Patriot Act of 2001. Sub-recipient shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery systems of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and Comptroller General's guidelines.

EE. Activities Conducted Abroad. Sub-recipient shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

FF. Trafficking Victims Protection Act of 2000. All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.

DPS/THSSAA is authorized to terminate this award, without penalty, if the above condition is violated. Sub-recipient shall include this condition in any subawards or contracts it makes as a result of this Grant. Full text of the award term is provided at 2 C.F.R. §175.15.

GG. Americans with Disabilities Act of 1990. Sub-recipient shall comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 42 U.S.C. §§ 12101-12213.

HH. Public Dissemination of Sensitive Information. Sub-recipient shall notify DPS/THSSAA of any workshops, conferences, seminars or other public venues at least one hundred (100) calendar days before presenting any potentially sensitive information regarding this project. No sensitive information may be presented by Sub-recipients' personnel without DPS/THSSAA and the DHS Grants Officer's review and prior written approval.

II. Security Concerns/Violations. Sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) calendar days of Sub-recipient being made aware of any security concerns with individuals having access to government facilities or sensitive information. In the event that sensitive information is divulged in violation of Sub-recipient's security procedures, Sub-recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

JJ. Classified Security Condition

1. No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information.

2. "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

3. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.

4. Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are currently located at:
http://www.dhs/.ov/xopnbiz/grants/index.shtm.

5. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: DD254AdministrativeSecujjidhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII). Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf .

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Other Requirements

A. During the performance period of this Grant, Sub-recipient, counties, cities, towns, and Indian tribes shall maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in Sub-recipient's plan, Sub-recipient shall correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified and approved in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of this Grant. Sub-recipient shall submit project plans, milestones, outputs/outcomes, narratives and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this Grant. Sub-recipient shall enter appropriate project milestones into the DPS/THSSAA web-based grants management system within 60 days after award or by the deadline established by DPS/THSSAA, whichever is sooner. Sub-recipient shall report on project status and accomplishments (milestones and outputs/outcomes) in the format(s) and timeframes as required by DPS/THSSAA.

C. During the performance period of this Grant, Sub-recipient shall:

1. Participate in a legally-adopted county and/or regional mutual aid agreement.

2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives

outlined by FEMA at http://www.fema.gov/implementation-and-compliance-guidance-stakeholders#item4.

3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable resources such as vehicles and trailers, equipment costing $5,000 or more, and specialized teams/response units equipped and/or trained using grant funds (i.e., hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.
http://www.fema.gov/emergency/nims/ResourceMngmnt.shtm#item3.

D. Regional Planning Commissions/Council of Governments (COGs) shall follow guidelines listed in the DPS/THSSAA FY2013 COG Statement of Work.

Monitoring

Sub-recipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/THSSAA, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Sub-recipient's compliance with this Grant and of the adequacy and timeliness of Sub-recipient's performance pursuant to this Grant. After each monitoring visit, DPS/THSSAA shall provide Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Sub-recipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Sub-recipient. Failure by Sub-recipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

Audit

Audit of Federal and State Funds. Sub-recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26). Sub-recipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.

Right to Audit. Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of grant funds received and performances rendered under this Grant. Sub-recipient shall permit DPS/THSSAA or its authorized representative to audit Sub-recipient's records. Sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

Sub-recipient's Liability for Disallowed Costs. Sub-recipient understands and agrees that it shall be liable to DPS/THSSAA for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Sub-recipient further understands and agrees that reimbursement to DPS/THSSAA of such disallowed costs shall be paid by Sub-recipient from funds that were not provided or otherwise made available to Sub-recipient pursuant to this Grant or any other federal contract.

Sub-recipient's Facilitation of Audit. Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/THSSAA may require of Sub-recipient. Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

State Auditor's Clause. Sub-recipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Sub-recipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Sub-recipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Sub-recipient relating to this Grant.

Retention and Accessibility of Records

Retention of Records. Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS §__.42, and this Grant. Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct Sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

Access to Records. Sub-recipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Sub-recipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Sub-recipient. Sub-recipient shall maintain such records in an accessible location and provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code, Chapter 552.

Inclusion in Subcontracts. Sub-recipient shall include the substance of the Retention of Records and Access to Records section herein in all subcontracts.

After Action Reporting. Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action reports and certificates of completion for all training and exercises paid for by this grant.

Legal Authority

Signatory Authority. Sub-recipient assures and guarantees that Sub-recipient possesses the legal authority to enter into this Grant, receive grant funds and to perform the project Sub-recipient has obligated itself to perform pursuant to this Grant.

Authorized Representative. The person or persons signing and executing this Grant on Sub-recipient's behalf do warrant and guarantee

that he/she has been duly authorized by Sub-recipient to execute this Grant on Sub-recipient's behalf and to validly and legally bind Sub-recipient to all terms and conditions and performance obligations.

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, Sub-recipient shall comply with the strictest requirement.

Notice of Litigation and Claims

Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action or claim, including any proceeding before an administrative agency, filed against Sub-recipient arising out of performance of this Grant. Except as otherwise directed by DPS/THSSAA, Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by Sub-recipient with respect to such action or claim.

No Liability for Employees and Officers

DPS/THSSAA shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by Sub-recipient, regardless of where the individual's actions or omissions occurred.

Non-Waiver of Defaults

Any failure of DPS/THSSAA, at any time, to enforce or require the strict keeping and performance of any provision of this Grant shall not constitute a waiver of such provision, and shall not affect or impair same or the right of DPS/THSSAA at any time to avail itself of same. A waiver does not become effective unless DPS/THSSAA expressly agrees to such waiver in writing. Any payment by DPS/THSSAA shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to DPS/THSSAA to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

Changes and Amendments

Modification. FEMA or DPS/THSSAA may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Sub-recipient's acceptance of the changes to the award. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

Written Amendment. Alterations, additions or deletions to this Grant, such as changes to period of performance and award amounts, shall be made through an executed Grant Adjustment Notice (GAN).

Authority to Amend. During the period of performance for this Grant, DPS/THSSAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Grant's performance requirements. Such policy directives shall be promulgated by DPS/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of modifying this Grant and shall be binding upon Sub-recipient as if written in this Grant.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws or regulations are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/THSSAA determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Sub-recipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Sub-recipient's acceptance of the changes to this Grant.

Headings

Headings and captions of this Grant are only for convenience and reference. These headings and captions shall not affect or modify the terms and conditions or be used to interpret or assist in the construction of this Grant.

Venue

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

Suspension

In the event Sub-recipient fails to comply with any term of this Grant, DPS/THSSAA may, upon written notification to Sub-recipient, suspend this Grant, in whole or in part, withhold payments to Sub-recipient and prohibit Sub-recipient from incurring additional obligations of this Grant's funds.

Termination

DPS/THSSAA shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/THSSAA determines that Sub-recipient has failed to comply with any term of this Grant. DPS/THSSAA shall provide written notice of the termination and include:

1. The reason(s) for such termination;
2. The effective date of such termination; and
3. In the case of partial termination, the portion of this Grant to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Texas Department of Public Safety.

Enforcement

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;

2. Disallow, that is, deny both use of funds and matching credit for, all or part of the cost of the activity or action not in compliance;

3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;

4. Withhold further awards for the program; or

5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and

2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549. 44 C.F.R. §13.35.

Conflict of Interest

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

Closing of the Grant

A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.

B. At the completion of Sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

C. The closeout of this Grant does not affect:

1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;

2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;

3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and

4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____

Signature of Authorized Official Date

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, 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 agency directives.

3. 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.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 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).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (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 and 44 C.F.R. Part 19), 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. §§290dd-3 and 290ee- 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 agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, 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 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.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§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.

9. Will comply, as applicable, 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.

10. Will comply, if applicable, with 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 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 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application (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) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (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 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 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.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this award. "Research" "means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government

Principals Regarding the Care and Use of Animals

16. 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 residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit A.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____

Signature of Authorized Official Date

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. 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.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 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).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based pain in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (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 and 44 C.F.R. Part 19), 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. §§290dd-3 and 290ee 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 statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. Will comply, 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 provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§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.

13. Will comply, as applicable, 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.

14. Will comply with 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.

15. 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) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (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) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters;(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).

16. 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.

17. 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).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____

Signature of Authorized Official Date

Exhibit C

Certifications

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee or 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.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification). The Sub-recipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov or www.sam.gov and the State Debarred Vendor List www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this agreement 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;
3. 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 paragraph (D)(2) of this certification; and
4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient must comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Sub-recipient agrees that it is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Sub-recipient 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.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign to certify this Exhibit C.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____

Signature of Authorized Official Date

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient'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. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall 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 if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.

7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).

8. Shall 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. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.

9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (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 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (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. §§290dd-3 and 290ee-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 this Grant.

10. Shall comply, as applicable, 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 subagreements.

11. Shall 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. Shall 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. Shall 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. Shall 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 Protection 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. Shall comply with the flood insurance purchase requirements of Section 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. Shall 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. Shall 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. Shall 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. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall 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. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/

25. Shall 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.

Please fill in the appropriate information and sign to certify this Exhibit D.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____

Signature of Authorized Official Date

AGENDA ITEM #23.a.

APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT

THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES GREGORY RUSSELL and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lots 107, 108, 109, 110 and 111, out of the VERDIA ADDITION NO. 1 in Galveston County, Texas, recorded in Volume 254-A, Page 74, and transferred to Plat Record 9, Map No. 48, both of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat. There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat. In support thereof, Petitioner would respectfully show into the Court the following, to wit:

A copy of a survey, with metes and bounds property descriptions, depicting the portion Lots 107, 108, 109, 110 and 111, VERDIA ADDITION NO. 1 attached hereto as EXHIBIT "A".

Tract 108-A; Lots 107, 108 and the North 25' of Lot 109
Tract 110-A; Lots 111, 110 and the South 25' of Lot 109

1. Only Lots 107, 108, 109, 110 and 111, VERDIA ADDITION NO. 1 is to be involved in these conveyances. Petitioner is the sole owner of said Lots 107, 108, 109, 110 and 111, VERDIA ADDITION NO. 1.

2. The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said GREGORY RUSSELL Petitioner herein.

3. Petitioner is willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition.

4. The petitioner understands that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues.

5. Approval of this metes and bounds application does not guarantee Galveston County Health Dept. permits for the sewer system will be issued.

WHEREFORE, Petitioner prays that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of 107, 108, 109, 110 and 111, VERDIA ADDITION NO. 1 all as per the survey plat and metes and bounds property description shown in Exhibit "A" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper.

EXECUTED this 13 day of November 2013.

Gregory Russell
4517 Park Drive
Houston, TX. 77023

THE STATE OF Texas

COUNTY OF Harris

BEFORE ME, the undersigned authority on this day personally appeared Petitioner GREGORY RUSSELL, to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

WITNESSED MY HAND AND SEAL OF OFFICE this the 13th day of November, 2013.

Karen C Archibald

Notary Public-State of Texas

KAREN C ARCHIBALD
My Commission Expires
February 11, 2014

APPROVED

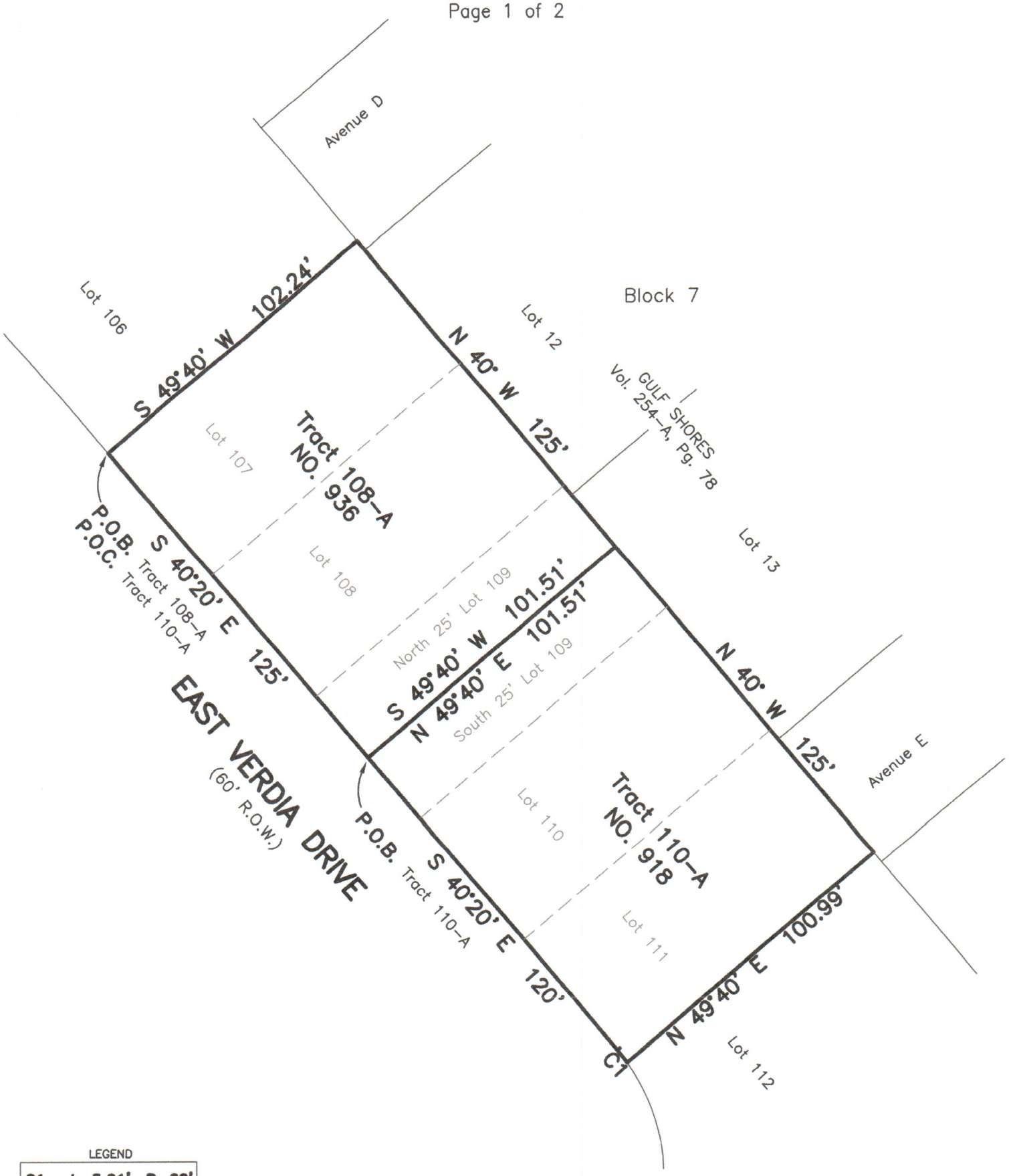
BY: _____ _____
MARK HENRY Date
Galveston County Judge

ATTEST:

_____ _____
DWIGHT SULLIVAN Date
County Clerk

By:_____
Deputy

13-0842 MB App



LEGEND

C1 : L=5.01', R=60'

COASTAL SURVEYING OF TEXAS, INC.
P.O. BOX 2742 (mailing)
CRYSTAL BEACH, TX 77650
ph (409) 684-6400
fx (409) 684-6112
975 LAZY LANE WEST, CRYSTAL BEACH
SURVEYGALVESTON.COM

Tract 108-A No. 936 East Verdia Drive

Being Lot 107, 108 and the North 25 feet of Lot 109 of **VERDIA ADDITION NO. 1**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 74, and transferred to Plat Record 9, Map No. 48, both of the Map Records in the Office of the County Clerk of Galveston County, Texas, said Tract 108-A being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot 106 of said VERDIA ADDITION NO. 1, and in the Easterly line of East Verdia Drive, a 60 foot right of way;

THENCE South 40°20' East, along the said Easterly line of East Verdia Drive, a distance of 125 feet, to the centerline of said Lot 109;

THENCE North 49°40 East, along the centerline of said Lot 109, a distance of 101.51 feet to the East line of said Lot 109 and the East line of VERDIA ADDITION NO. 1;

THENCE North 40° West, along said East line of VERDIA ADDITION NO. 1, a distance of 125 feet to the Northeast corner of said Lot 107;

THENCE South 49°40' West, along the South line of said Lot 106, a distance of 102.24 feet to the **PLACE OF BEGINNING**, containing a calculated 12,734 sq ft of land, more or less.

Tract 110-A No. 918 East Verdia Drive

Being Lot 111, 110 and the South 25 feet of Lot 109 of **VERDIA ADDITION NO. 1**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 74, and transferred to Plat Record 9, Map No. 48, both of the Map Records in the Office of the County Clerk of Galveston County, Texas, said Tract 110-A being more particularly described by metes and bounds as follows:

COMMENCING at the Southwest corner of Lot 106 of said VERDIA ADDITION NO. 1, and in the Easterly line of East Verdia Drive, a 60 foot right of way;

THENCE South 40°20' East, along the said Easterly line of East Verdia Drive, a distance of 125 feet, to the centerline of said Lot 109, and the **PLACE OF BEGINNING;**

THENCE continuing South 40°20' East, along the said Easterly line of East Verdia Drive, a distance of 120 feet to a point of curve to the Right;

THENCE along said curve to the Right, having a Radius of 60 feet, a Chord Bearing of

AGENDA ITEM #24.a.

COUNTY of GALVESTON
LEGAL DEPARTMENT
COUNTY COURTHOUSE

722 MOODY STREET 5TH FLOOR • GALVESTON, TEXAS 77550

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

December 4, 2013

Hon. Mark Henry, County Judge
Hon. Ryan Dennard, County Commissioner, Precinct No. 1
Hon. Kevin O'Brien, County Commissioner, Precinct No. 2
Hon. Stephen D. Holmes, County Commissioner, Precinct No. 3
Hon. Kenneth Clark, County Commissioner, Precinct No. 4

Re: Supporting paperwork, December 10, 2013 Regular Meeting of the Commissioners Court – item on appointment of Dr. Timothy Craig Allen as Deputy Medical Examiner

Dear Members of the Commissioners Court,

The Medical Examiner has requested the appointment of an additional physician, Dr. Timothy Craig Allen, to serve as Deputy Medical Examiner within the Office of the Galveston County Medical Examiner. A copy of the Texas Medical Board profile for Dr. Allen, the request from the Medical Examiner, Dr. Paul Boor, and the curriculum vitae for Dr. Allen is enclosed in support of this agenda item.

The First Amendment to the Interlocal Agreement between the County and UTMB reflects that the following persons presently hold appointments as Deputy Medical Examiners:

Judith F. Aronson;	Harminder S. Narula;
Gerald A. Campbell;	Juan P. Olano;
Benjamin B. Gelman;	Bill A. Rampy;
Hal K. Hawkins;	Landon C. Stout, Jr.; and
Nobby C. Mambo;	David H. Walker.

Thus, absent any other changes, with the appointment of Dr. Timothy Craig Allen as Deputy Medical Examiner, a total of eleven (11) physicians will hold such position within the Galveston County Medical Examiner's Office.

Sincerely,

Myrna S. Reingold

Enclosures:

Medical Examiner's request to appoint Dr. Allen as Deputy Medical Examiner
TMB Physician profile – Dr. Allen
CV – Dr. Allen

THE COUNTY OF GALVESTON
MEDICAL EXAMINER'S OFFICE

6607 Highway 1764
Texas City, Texas 77591
Phone: (409) 935-9274 FAX: (409) 935-8305

Paul J. Boor, M.D.
Chief Medical Examiner

Nobby C. Mambo, M.D.
Deputy Chief Medical Examiner

Harminder Narula, M.D.
Deputy Medical Examiner

November 5, 2013

To whom it may concern:

I am writing to request that Dr. Timothy Allen be appointed Deputy Medical Examiner in County of Galveston, Texas. Dr. Allen's experience in general pathology and forensic matters clearly qualify him to assist with the duties of the Galveston County Medical Examiner's Office as deemed necessary by our office. Additional information concerning Dr. Allen's licensure etc. is forthcoming.

Thank you for your attention to this matter.

Paul J. Boor, M.D.
Chief Medical Examiner

utmb Health

Medical Staff Services
7.144 John Sealy Annex
301 University Blvd
Galveston, Texas 77555-0519
O 409.772.5281 F 409.747.2004

November 05, 2013

Norma Hernandez, MBA
Assistant Administrator – Hospital Based Services
University of Texas Medical Branch
301 University Blvd
Galveston, TX 77555-0609

Practitioner's Name:	Timothy C. Allen, M.D.
Department/Division:	Pathology
Medical Staff Status:	Associate
Appointment Date:	9/12/2013
Reappointment Date:	9/10/2015
Separation Date:	No date on file

To Whom It May Concern:

Timothy C. Allen, M.D., is a member of the Medical Staff at the University of Texas Medical Branch at Galveston for the dates indicated above.

Sincerely,

Margaret Foreman

Margaret Foreman, CPCS, CPMSM
Medical Staff Services
UTMB - Galveston

PUBLIC VERIFICATION / PHYSICIAN PROFILE

PHYSICIAN

NAME: TIMOTHY CRAIG ALLEN MD **DATE:** 11/07/2013

THE INFORMATION IN THIS BOX HAS BEEN VERIFIED
BY THE TEXAS MEDICAL BOARD

Date of Birth: 1957
License Number: G7971 Full Medical License
Issuance Date: 08/23/1985
Expiration Date of Physician's Registration Permit: 08/31/2015

Registration Status: ACTIVE
Disciplinary Status: NONE
Licensure Status: NONE

Registration Date: 08/13/2002
Disciplinary Date: NONE
Licensure Date: NONE

Medical School of Graduation:
At the time of licensure, TMB verified the physician's graduation from medical school as follows:
BAYLOR COLL OF MED, HOUSTON

Medical School Graduation Year: 1984

TMB Filings, Actions and License Restrictions

The Texas Medical Board has the following board actions against this physician. (This may include any formal complaints filed by TMB, as well as petitions and/or responses related to licensure contested matters, at the State Office of Administrative Hearings.)

NONE

Investigations by TMB of Medical Malpractice

Section 164.201 of the Act requires that: the board review information relating to a physician against whom three or more malpractice claims have been reported within a five year period. Based on these reviews, the following investigations were conducted with the listed resolutions.

NONE

Status History

Status history contains entries for any updates to the individual's registration, licensure or disciplinary status types (beginning with 1/1/78, when the board's records were first automated). Entries are in reverse chronological order; new entries of each type supersede the previous entry of that same type. These records do not display status type. Should you have any questions, please contact our Customer Information Center at 512-305-7030 or verifcic@tmb.state.tx.us

Status Code: AC **Effective Date:** 08/13/2002
Description: ACTIVE

Status Code: ACN **Effective Date:** 08/05/1997
Description: ACTIVE-NOT IN PRACTICE

Status Code: AC **Effective Date:** 08/23/1985
Description: ACTIVE

THE INFORMATION IN THIS BOX WAS REPORTED BY THE LICENSEE AND HAS NOT BEEN VERIFIED BY THE TEXAS MEDICAL BOARD

Gender: MALE
***Ethnicity:** WHITE
Race: WHITE
* We are in the process of transitioning from the current ethnic origin values to federal standards for race and Hispanic origin. The transition period will allow time for individuals to submit updated race and Hispanic origin data to the TMB.
Place of Birth: TEXAS
Current Primary Practice Address:
UT HEALTH CENTER AT TYLER
11937 US HWY 271
TYLER , TX 75708

Years of Active Practice in the U.S. or Canada:
The physician reports that he/she has actively practiced medicine in the United States or Canada for **16** year(s).

Years of Active Practice in Texas:
The physician reports that, of the above years he/she has actively practiced in the State of Texas for **16** year(s).

Specialty Board Certification

The physician reports that he/she holds the following specialty certifications issued by a board that is a member of the American Board of Medical Specialties or the Bureau of Osteopathic Specialists:

Specialty Certification: AMERICAN BOARD OF PTH/CYTOPATHOLOGY
Date: 1993

Specialty Certification: AMERICAN BOARD OF PTH/ANATOMIC & CLINICAL PATHOLOG
Date: 1990

Primary Specialty

The physician reports his/her primary practice is in the area of PATHOLOGY.

Secondary Specialty

The physician did not report a secondary practice area.

Name, Location and Graduation Date of All Medical Schools Attended

Name: BAYLOR COLLEGE OF MEDICINE
Location: HOUSTON USA
Graduation Date: 05/1984

Graduate Medical Education In The United States Or Canada

Program Name: BAYLOR AFFILIATED HOSPITALS
Location: HOUSTON, TX
Type: RESIDENCY
Specialty: OBSTETRICS/GYNECOLOGY
Begin Date: 07/1984
End Date: 06/1985

Program Name: NONE
Location: HOUSTON, TX
Type: RESIDENCY
Specialty: PATHOLOGY
Begin Date: 07/1985
End Date: 06/1989

Program Name: NONE
Location: NONE
Type: FELLOWSHIP
Specialty: PULMONARY PATHOLOGY
Begin Date: 07/2002
End Date: 06/2004

Hospital Privileges

The physician reports that he/she has hospital privileges in the following in the State of Texas:

Hospital: UT HEALTH CENTER AT TYLER
Location: TYLER, TEXAS

Utilization Review

The physician did not report whether he/she provides utilization review.

NONE REPORTED

Patient Services

Accessibility: The physician reports that the patient service area **is** accessible to persons with disabilities as defined by federal law.

Language Translation Services: The physician did not report whether he/she provided any language translation services for patients.

Medicaid Participant: The physician reports that he/she **does** participate in the Medicaid program.

Awards, Honors, Publications and Academic Appointments

Optional Information
The physician may optionally report descriptions of up to five such honors and has reported the following:

NONE

Malpractice Information

Section 154.006(b)(16) of the Act requires that: a physician profile display a description of any medical malpractice claim against the physician, not including a description of any offers by the physician to settle the claim, for which the physician was found liable, a jury awarded monetary damages to the claimant, and the award has been determined to be final and not subject to further appeal. The physician has the following reportable claims.

Description: NONE

Criminal History

Self-Reported Criminal Offenses: The physician is required to report a description of (1) "any conviction for an offense constituting a felony, a Class A or Class B misdemeanor, or a Class C misdemeanor involving moral turpitude" and (2) "any charges reported to the board to which the physician has pleaded no contest, for which the physician is the subject of deferred adjudication or pretrial diversion, or in which sufficient facts of guilt were found and the matter was continued by a court of competent jurisdiction."

The physician has reported the following:

Description: NONE

Department of Public Safety. Resulting action, if any, will be reported under the TMB Action and Non-Disciplinary Restrictions section above.

Disciplinary Actions By Other State Medical Boards

The physician has reported the following:

Description: NONE

Physician Assistant Supervision

To obtain primary source verifications, click name

Description: NONE

Advanced Practice Nurse Delegation

To obtain primary source verifications, click name

Description: NONE

Summary of all License/Permit Types

Issue Date:	Type:
08/23/1985	LICENSED PHYSICIAN

CURRICULUM VITAE

DATE: 10/17/2013

NAME: Timothy Craig Allen, M.D., J.D.

PRESENT TITLE: Professor of Pathology

ADDRESS:

The University of Texas Medical Branch
301 University Blvd
Galveston, Texas 77555
409.772.8075
tcallen@utmb.edu

CITIZENSHIP: U.S.A.

UNDERGRADUATE EDUCATION WITH DATES:

1975:	Paris Junior College, Paris, Texas
1976-80:	Bachelor of Science, Biology Texas A&M University, College Station, Texas

GRADUATE EDUCATION WITH DATES:

1980-84:	Doctor of Medicine Baylor College of Medicine, Houston, Texas
1995-98:	Doctor of Jurisprudence (*with honors*) University of Chicago Law School, Chicago, Illinois

POSTGRADUATE TRAINING WITH DATES:

1984-85:	Internship Department of Obstetrics and Gynecology Baylor College of Medicine Affiliated Hospitals, Houston, Texas
1985-89:	Residency Anatomic and Clinical Pathology Baylor College of Medicine Affiliated Hospitals, Houston, Texas

2002- 04:	Fellowship Pulmonary Pathology Baylor College of Medicine Affiliated Hospitals, Houston, Texas

MILITARY SERVICE WITH DATES (IF APPLICABLE):

ACADEMIC APPOINTMENTS WITH DATES:

1990-95:	Assistant Professor, Department of Pathology Baylor College of Medicine, Houston, Texas
2004-2007:	Associate Professor, Department of Pathology The University of Texas Health Science Center at Tyler, Tyler, Texas
2007-2013:	Professor, Department of Pathology The University of Texas Health Science Center at Tyler, Tyler, Texas
2013-Present	Professor, Department of Pathology The University of Texas Medical Branch Galveston, Texas

HOSPITAL APPOINTMENTS WITH DATES:

1989-90:	Attending Pathologist Regional Medical Laboratory, Victoria, Texas
1990-95:	Attending Pathologist Medical Center Hospital, Conroe, Texas
1990-95:	Attending Pathologist Memorial Hospital-The Woodlands, The Woodlands, Texas
1990-95:	Attending Pathologist San Jacinto Methodist Hospital, Baytown, Texas
1994-95:	Medical Director of Laboratory Services and Attending Pathologist Brazosport Memorial Hospital, Lake Jackson, Texas

2004-2013: Chairman, Department of Pathology and Laboratory Medicine, Medical Director of Laboratory Services, and Attending Pathologist
The University of Texas Health Science Center at Tyler, Tyler, Texas

2013-Present: Attending Pathologist
The University of Texas Medical Branch, Galveston, Texas

LICENSURE: 1984: Texas (# G7971)

CERTIFICATION(S): American Board of Pathology:

Anatomic and Clinical Pathology, 1990

Cytopathology, 1993

PROFESSIONAL ORGANIZATIONS (AND COMMITTEES OF THESE):

LOCAL:

Smith County Medical Society

REGIONAL:

Texas Medical Association

Houston Society of Clinical Pathologists
Member, 1985-1995, 2002-Present
Program Committee, 46th Annual HSCP Spring Symposium, member, Houston, Texas, April 29, 2006
46th Annual HSCP Spring Symposium, Program Moderator, Houston, Texas, April 29, 2006

Texas Society of Pathologists
Member, 1985-1995, 2002-Present
Director-at-Large, 2010-2012
Treasurer, 2012-2013
Delegate, Region 4, 2006-2010
Advisor, Council on Legislation, 2007-2009

Member, Council on Legislation, 2009-Present
Chair, Council on Legislation, 2012-2013
Member, Education Council, 2008-2012
Reviewer, Annual Resident Poster Session, 2010-1012

NATIONAL AND INTERNATIONAL:

American Board of Pathology
Diplomat, 1990-Present

College of American Pathologists
Member, 1985-Present
Diplomat, 1990-Present
Member, College of American Pathologists Spokespersons Network, 2010-Present
Member, Abstract Review Board, 2006-Present
Member, Residents Award Review Committee, 2006
Member, Lung Cancer Biomarkers Expert and Advisory Panel, 2010-2013
Member, Effective Communication of Urgent or Significant Unexpected Diagnoses Working Group, 2010-2011
Chair, Bylaws Committee, 2012-2013
CAP ACO Network, 2013-Present
Member, Error Reduction in Surgical Pathology Working Group, 2013-Present

American Society for Clinical Pathology
Member, 1985-Present
Diplomat, 1990-Present

International Mesothelioma Panel
Member, 2009-Present

American Society of Cytopathology
Member, 1993-1995, 2004-Present
Ethics and Conduct Committee, Chair, 2008-2010
Ethics and Conduct Committee, member, 2007-2010

Pulmonary Pathology Society
Member, 2002-Present
Secretary, 2010-2011

Treasurer, 2012-2013
Vice President, 2014-2016 (upcoming)
President, 2017-2018 (upcoming)
Program Committee, Chair 2008-2011
2009 Biennial Meeting, Co-Director and Program Chair, Portland, Oregon, June 24-26, 2009
2011 Biennial Meeting, Co-Director and Program Chair, New York, New York, August 18-20, 2011
2009 USCAP Pulmonary Pathology Society Companion Meeting, Program Chair, USCAP Annual Meeting, March 7-13, 2009, Boston, Massachusetts
2010 USCAP Pulmonary Pathology Society Companion Meeting, Program Chair, USCAP Annual Meeting, March 20-26, 2010, Washington, D.C.
2011 USCAP Pulmonary Pathology Society Companion Meeting, Program Chair, USCAP Annual Meeting, February 26-March 4, 2011, San Antonio, Texas
Program Committee, member, 2010-2011
Abstract Committee, Chair, 2010-2011
Awards Committee, member, 2005-2007
Ad-Hoc Committee to Review the Bylaws of the Pulmonary Pathology Society, member, 2006-2007
Continuing Medical Education Physician Liaison, Biennial Meeting, Santa Fe, New Mexico, June 20-23, 2007
American Society for Investigative Pathology, Pulmonary Pathology Society representative, 2008-2010

American Society for Investigative Pathology
Member, 2004-Present
Ambassador, 2008-2009
Pulmonary Pathology Section, Program Chair, 2010 ASIP Annual Meeting, April 20-24, 2010, Anaheim, California

International Academy of Pathology
Member, 2004-Present
2010 IAP Biennial Meeting, Program Co-Coordinator, Pulmonary Pathology Section, Sao Paulo, Brazil, October 11-15, 2010

United States-Canadian Academy of Pathology

Member, 2002-Present

Texas Lung Injury Institute
Member, 2008-Present

Association of Molecular Pathology
Member, 2010-Present

International Association for the Study of Lung Cancer
Member, 2010-Present

American College of Chest Physicians
Member, 2010-Present

American Thoracic Society
Member, 2010-Present

International Mesothelioma Panel
Member, 2010-Present

Institute of Health Law Studies
Member, 2012-Present

HONORS AND AWARDS:

Invited Master of Ceremonies. 20th Annual Harlan J. Spjut Award Dinner, 48th Annual Spring Symposium, Houston Society of Clinical Pathologists, Hilton Hotel Houston Post Oak, Houston Texas, April 11-12, 2008

Recipient, Texas Society of Pathology President's Award, 2011

Honorary member, Program Committee, Houston Lung Symposium, The Methodist Hospital Research Institute, Houston, Texas, April 28-29, 2012.

EDITORIAL POSITIONS:

Archives of Pathology and Laboratory Medicine:
Associate Editor, Anatomic Pathology, 2006-Present
Section Editor, Pulmonary Pathology, 2006-2011

Bulletin of Health Policy and Law:
Member, Editorial Board, 2012-Present

Reviewer

British Medical Journal-Quality and Safety
Journal of Thoracic Oncology
American Journal of Clinical Pathology
Modern Pathology
Seminars in Arthritis and Rheumatism
Journal of Biomedicine and Biotechnology
Disease Models and Mechanisms
Expert Review of Respiratory Medicine
Health Affairs

SERVICE ON NATIONAL GRANT REVIEW PANELS, STUDY SECTIONS, COMMITTEES:

College of American Pathologists International Association for the Study of Lung Cancer Advisory Panel, Member 2010-Present

College of American Pathologists Effective Communication of Significant/Unexpected Findings in Anatomic Pathology Work Group, Member 2010-2011

SERVICE ON THE UTHCT COMMITTEES:

Clinical Compliance and Ethics Committee, Chair 2006-2007
Professional Liability Committee, Chair 2005-2008
Library Committee, Chair 2007-2008
Institutional Budget Committee, Vice Chair 2005- 2007
Chairs Committee, member 2005-present
Medical Executive Committee, member 2004-present
Hospital-wide Surgical Management Committee, member 2004-present
University of Texas Systems Executive Institutional Compliance Committee, member 2009-2010
Promotions Committee, member 2005-2008
Infection Control Committee, member 2004-Present
Clinical Faculty Assembly, member 2005-Present
Clinical Faculty Compensation Committee, member 2005-2006, 2011-2012
Clinical Operations Group, member 2004-2006
Employee Advisory Council (previously Council on Corporate Culture), co-chair 2011-2012, member 2004-2005, 2008-2013
Institutional Compliance Committee, member 2005-2008
Medical Staff Research and Development Plan Committee, member 2005-2006
Meditech Order Entry/Lab Task Force, member 2004-2006

Performance Improvement Committee, member 2004-2006
Point of Care Testing Education Committee, member 2006-2007
Safety Committee, member 2005-2008
Environment of Care Committee, member 2006-Present
Medical Staff Research and Development Plan Committee
ad hoc committee, policy regarding Expert Consultation for Attorneys, member 2010

SERVICE ON UTHSCT AFFILIATED HOSPITAL COMMITTEES:

SERVICE TO THE COMMUNITY:

The University of Texas System Faculty Advisory Council
Member, 2008-2013
Member, Executive Committee, 2010-2011
Chair-Elect, 2010-2011
Chair, 2011-2012
Immediate Past-Chair, 2012-2013
Member, Chancellor's Task Force on Post-Tenure Review, 2011-2012
Co-chair, Chancellor's Task Force on Student Evaluation of Faculty Teaching, 2011-2012
Member, Chancellor's Dashboard on Faculty Productivity, 2011-2012
Member, Chancellor's Blue Ribbon Panel on Professionalism and Citizenship, 2012
Reviewer, Regent's Outstanding Teaching Award Nominations, 2012
Co-chair, Chancellor's Task Force on Hazing and Alcohol Misuse, 2012-2013

SPONSORSHIP OF CANDIDATES FOR POSTGRADUATE DEGREE:

SPONSORSHIP OF POSTDOCTORAL FELLOWS:

CURRENT TEACHING RESPONSIBILITIES:

Tumor Board Conference, weekly conference, 2004-Present
First Year Medical Student Anatomy Laboratory, 2013-Present
Second Year Medical Student Pathology Laboratory Series, 2013-Present

CURRENT GRANT SUPPORT:

PAST GRANT SUPPORT:

Co-investigator
National Institute of Health
Grant Number: 1 P01 HL076406-01A1
Principal Investigator: Steven Idell, M.D., Ph.D.
Project Title: Fibrinolytic Pathways in Lung Injury and Repair
Project Period: 09/01/2005 to 08/31/2010

CURRENT RESEARCH COLLABORATION:

The University of Texas Health Center at Tyler:

Co-investigator
Flight Attendant Medical Research Institute (FAMRI) 2004
Clinical Innovator Award
Principal Investigator: Steven Idell, M.D., Ph.D.

Principal Investigator: Pierre Neuenschwander, Ph.D.
Chicken anti-factor VIII antibody in normal lung and pleura, lung and pleural injury, and lung and pleural neoplasms

Principal Investigator: Anna Kurdowska, Ph.D.
Anti-interleukin-8 (IL-8) autoantibody: IL-8 complexes in normal and acutely injured human lung tissue

Principal Investigator: Amir Shams, Ph.D.
Wild type and transgenic mice that express HLA alleles with Mycobacterium tuberculosis

PUBLICATIONS:

A. Abstracts

1. **Allen T**, Haque A, Churg A, Mody J, Cagle PT. A Clinicopathologic, Immunohistochemical, and Genetic Study of Primary Pleuropulmonary Synovial Sarcoma and Mesothelioma. *Modern Pathology* 2003; 16(1):304A.
2. **Allen T**, Churg A, Moran C, Ordonez N, Cagle PT. Synchronous Pulmonary Adenocarcinoma and Pleural Mesothelioma: Unexpected problems in Differential Diagnosis. *Modern Pathology* 2003; 16(1):304A.

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4. Boroumand N, **Allen T**, Wang L, Adebgoyega P, Cagle PT, Haque, A. Clinicopathologic and Immunohistologic Comparison of Monophasic and Biphasic Primary Pulmonary Synovial Sarcomas. *Modern Pathology* 2003; 16(1):305A.
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301. **Allen TC**. Genetic Susceptibility to Lung Cancer. In: Cagle PT, **Allen TC**, Dacic S, Kerr KM, Beasley MB, Borczuk A, Chirieac L, eds. *Molecular Pathology of Lung Diseases*, 2nd Ed. New York:Springer; 2012; pp. 7-26.
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304. **Allen TC**, Cagle PT. Mesenchymal and Miscellaneous Neoplasms. In: *Spencers's Pathology of the Lung, 6th Ed.*, London:Cambridge University Press; to be published 2012.
305. **Allen TC**. The Lungs in Patients with Inborn Errors of Metabolism. In: eds. *Fishman's Pulmonary Diseases and Disorders, 5th Ed.* Philadelphia:McGraw Hill; to be published 2013.
306. **Allen TC**. Introduction. In: **Allen TC**, *Mesothelioma*. New York: Springer; to be published 2013.
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308. **Allen TC**. Asbestos-Induced Diffuse Malignant Mesothelioma. In: **Allen TC**, *Mesothelioma*. New York: Springer; to be published 2013.
309. **Allen TC**. Non- Asbestos-Induced Diffuse Malignant Mesothelioma In: **Allen TC**, *Mesothelioma*. New York: Springer; to be published 2013.
310. **Allen TC**. Histology. In: **Allen TC**, *Mesothelioma*. New York: Springer; to be published 2013.
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316. Cagle PT, **Allen TC**. Introduction. In: Cagle PT, **Allen TC**, eds. *Lung and Pleural Pathology*. New York: McGraw Hill; to be published 2013.
317. **Allen TC**. Squamous Cell Carcinoma. In: Cagle PT, **Allen TC**, eds. *Lung and Pleural Pathology*. New York: McGraw Hill; to be published 2013.
318. **Allen TC**. Lung Cancer Stem Cells. In: Cagle PT, **Allen TC**, eds. *Lung and Pleural Pathology*. New York: McGraw Hill; to be published 2013.
319. **Allen TC**. Localized Malignant Mesothelioma. In: Cagle PT, **Allen TC**, eds. *Lung and Pleural Pathology*. New York: McGraw Hill; to be published 2013.

320. **Allen TC**. Well-Differentiated Papillary Mesothelioma. In: Cagle PT, **Allen TC**, eds. *Lung and Pleural Pathology*. New York: McGraw Hill; to be published 2013.
321. **Allen TC**. Medicolegal Issues in Lung and Pleural Pathology. In: Cagle PT, **Allen TC**, eds. *Lung and Pleural Pathology*. New York: McGraw Hill; to be published 2013.
322. **Allen TC**. Histiocytic Lung Diseases. In: Cagle PT, **Allen TC**, eds. *Lung and Pleural Pathology*. New York: McGraw Hill; to be published 2013.
323. Cagle, PT, **Allen TC**. Molecular Diagnostics of Lung Adenocarcinoma. In: Cagle PT, **Allen TC**, eds. *Lung and Pleural Pathology*. New York: McGraw Hill; to be published 2013.
324. **Allen TC**. Molecular Diagnostics of Lung Squamous Cell Carcinoma. In: Cagle PT, **Allen TC**, eds. *Lung and Pleural Pathology*. New York: McGraw Hill; to be published 2013.
325. Cagle PT, **Allen TC**. Molecular Therapeutics of Lung Adenocarcinoma. In: Cagle PT, **Allen TC**, eds. *Lung and Pleural Pathology*. New York: McGraw Hill; to be published 2013.
326. **Allen TC**. Molecular Therapeutics of Lung Squamous Cell Carcinoma. In: Cagle PT, **Allen TC**, eds. *Lung and Pleural Pathology*. New York: McGraw Hill; to be published 2013.
327. Dacic, S, **Allen TC**. Molecular Features of Small Cell Carcinoma. In: Cagle PT, **Allen TC**, eds. *Lung and Pleural Pathology*. New York: McGraw Hill; to be published 2013.
328. Borczuk, A, **Allen TC**. Epidemiology of Diffuse Malignant Mesothelioma. In: Cagle PT, **Allen TC**, eds. *Lung and Pleural Pathology*. New York: McGraw Hill; to be published 2013.
329. Chirieac, L, **Allen TC**. Molecular Features of Peritoneal Diffuse Malignant Mesothelioma. In: Cagle PT, **Allen TC**, eds. *Lung and Pleural Pathology*. New York: McGraw Hill; to be published 2013.
330. Borczuk, A, **Allen TC**. Molecular Features of Pleural Diffuse Malignant Mesothelioma. In: Cagle PT, **Allen TC**, eds. *Lung and Pleural Pathology*. New York: McGraw Hill; to be published 2013.

E. Books

1. **Allen TC**, Barrios R, Bedrossian C, Haque AK, Laga AC, Ostrowski ML, Zander DS. Associate Eds, *Color Atlas and Textbook of Pulmonary Pathology*, Cagle PT, editor-in-chief. New York:Lippincott, Williams and Wilkins, 2004.
2. **Allen TC**, Barrios R, Bedrossian C, Dishop M, Fraire A, Haque A, Kerr K, Laga A, Ostrowski M, Sienko A. Associate Eds., *Color Atlas and Textbook of Pulmonary Pathology, 2nd Ed.* Cagle PT, editor-in-chief. New York:Lippincott, Williams and Wilkins, 2008.
3. Cagle PT, **Allen TC**, Kerr K, Editors in Chief, *Transbronchial and Endobronchial Biopsies*. New York:Lippincott, Williams and Wilkins, 2008.
4. Cagle PT, **Allen TC**. Histology of the Pleura. In: Light RW, Lee YCG, Eds. *Pleural Diseases. 5th ed.* New York:Lippincott, Williams and Wilkins, 2008.

5. Fraire A, Cagle PT, Irwin R, Mody D, Ernst A, Blackmon S, **Allen TC**, Dishop MK, Eds., *Pictorial Atlas of Neoplastic Pulmonary Pathology, Cytology, Endoscopy and Radiology*. New York:Springer, 2010.
6. **Allen TC**, Cagle PT, Eds. *Basic Concepts of Molecular Pathology*. New York:Springer, 2009.
7. Cagle PT, **Allen TC**, Eds., *Frozen Section Library: Pleura*. New York:Lippincott, Williams and Wilkins, 2010.
8. Cagle, PT, **Allen TC**. Co-Editors-in-Chief, "Advances in Surgical Pathology" Series. New York:Lippincott, Williams & Wilkins.
9. Cagle, PT, **Allen TC**, Dacic S, Kerr KM, Beasley MB, eds. *Advances in Surgical Pathology: Lung Cancer*. Cagle, PT, **Allen TC**. Co-Editors-in-Chief. New York:Lippincott, Williams & Wilkins; 2011.
10. Tan D, Lauwers GY, eds. *Advances in Surgical Pathology: Gastric Cancer*. Cagle, PT, **Allen TC**. Co-Editors-in-Chief. New York:Lippincott, Williams & Wilkins; 2011.
11. Sienko A, ed. *Advances in Surgical Pathology: Endometrial Cancer*. Cagle, PT, **Allen TC**. Co-Editors-in-Chief. New York:Lippincott, Williams & Wilkins; 2012.
12. Ro JY, Shen SS, Zhao Q, Alayla AG, eds. *Advances in Surgical Pathology: Prostate Cancer*. Cagle, PT, **Allen TC**. Co-Editors-in-Chief. New York:Lippincott, Williams & Wilkins; 2012.
13. Cagle PT, **Allen TC**, Dacic S, Kerr KM, Beasley MB, Borczuk A, Chirieac L, eds. *Molecular Pathology of Lung Diseases*, 2nd Ed. New York:Springer; 2012.
14. Associate Section Editor—Pleura, Pulmonary Section, *Encyclopedia of Pathology*, Frankfurt:Springer-Verlag; to be published 2012.
15. Cagle PT, **Allen TC**. Co-editors, Pulmonary Pathology Section, eMedicine; www.emedicine.com.; to be published 2012.
16. **Allen TC**, Attenoos R, eds. *Advances in Surgical Pathology: Mesothelioma*. Cagle, PT, **Allen TC**. Co-Editors-in-Chief. New York:Lippincott, Williams & Wilkins; to be published 2012.
17. **Allen TC**, Cagle PT. Co-editors. *Molecular Pathology of Non-Neoplastic Lung Disease*. New York:Lippincott, Williams & Wilkins; to be published 2013.
18. Cagle PT, **Allen TC**. Co-editors. *Lung and Pleural Pathology*. New York:McGraw-Hill; to be published 2013.
19. **Allen TC**, *Mesothelioma*. New York:Springer; to be published 2013.
20. **Allen TC**, Cagle PT., eds. *Advances in Surgical Pathology: Interstitial Lung Disease*. Cagle, PT, **Allen TC**. Co-Editors-in-Chief. New York:Lippincott, Williams & Wilkins; to be published 2013.

F. Other Professional Communications

1. Presentations

1. Medical Malpractice and the Pathologist. Baylor College of Medicine, Department of Pathology, Houston, Texas, June 7, 1999.

2. Pathology-Specific Medical Malpractice Issues. Baylor College of Medicine, Department of Pathology, Houston, Texas, September 27, 2000.
3, Neonatal Medical-Legal Issues. Neonatal Case Conference. Baylor College of Medicine, Department of Pediatrics, Houston, Texas, December 9, 2000.
4. Marketing Under the HIPAA Privacy Rules. Texas Women's University, Houston, Texas, Healthcare Marketing course, July 7, 2001.
5. The Use and Disclosure of Protected Health Information Under the HIPAA Privacy Standards. Lorman Education Services' "Confidentiality of Medical Records" Seminar, Houston, Texas, September 12, 2001.
6. New Issues in Credentialing and Peer Review. Lorman Educations Services' "2002: Exploring Hospital/Physician Relationships Today" Seminar, Houston, Texas, February 21, 2002.
7. The Use and Disclosure of Protected Health Information for Marketing and Fundraising. Vinson & Elkins, L.L.P.'s "HIPAA Compliance: Understanding and Implementing the Security and Privacy Regulations in Texas" Symposium, Dallas, Texas, May 9, 2002.
8. Second Annual Insurance Premium Reduction Program. Department of Pathology, Baylor College of Medicine, Houston, Texas, December 9, 2002.
9. Medical Malpractice Issues in the ED. Medical Symposiums Incorporated and the Texas College of Emergency Physicians' "Emergency and Critical Care Medicine: The Cutting Edge" Seminar, St. Thomas, U.S. Virgin Islands, February 7, 2003.
10. The Pathologist's View: Great Cases in the ED. Medical Symposiums Incorporated and The Texas College of Emergency Physicians' "Emergency and Critical Care Medicine: The Cutting Edge" Seminar, St. Thomas, U.S. Virgin Islands, February 7, 2003.
11. Rare Pleural Tumors. Pathology Grand Rounds. University of Texas Medical Branch at Galveston, Galveston, Texas, April 14, 2003.
12. Challenging Cases in Lung Disease. Panel Member, Joint Conference of the Houston Society of Clinical Pathologists and the Houston Society of Pulmonary and Critical Care Medicine. Baylor College of Medicine, Houston, Texas, April 16, 2003.
13. Pathology of Occupational Lung Disease. Occupational Lung Disease Course, The University of Texas School of Public Health, Houston, Texas, July 23, 2003.
14. Erdheim-Chester Disease. Third Annual Pulmonary Pathology Society Biennial Meeting, Snowmass, Colorado, July 31, 2003.

15. Pulmonary Histiocytosis. Symposium on Lung Disease: Pathologic, Radiologic, and Clinical Correlation. Baylor College of Medicine, Houston, Texas, October 18-19, 2003.
16. Third Annual Insurance Premium Reduction Program. Department of Pathology, Baylor College of Medicine, Houston, Texas, December 9, 2003.
17. Usual Interstitial Pneumonia. S. Donald Greenberg Pulmonary Conference, Baylor College of Medicine, Houston, Texas May 13, 2004.
18. Niemann-Pick Disease Involving the Lung. Anatomic Pathology Slide Seminar. Frontiers of Clinical Science, 124th Meeting of the Association of Clinical

Scientists, The University of Texas M.D. Anderson Cancer Center, Houston, Texas, May 12-16, 2004.

19. Malignant Solitary Fibrous Tumor of the Pleura: How Cogent are Existing Histological Criteria for Malignancy in Solitary Fibrous Tumors? XXVth International Scientific Congress of the International Academy of Pathology, Brisbane, Australia, October 10-15, 2004.
20. Histopathology of the Pleura. The Methodist Hospital Pulmonary Pathology Conference, The Methodist Hospital, Houston, Texas, November 5, 2004.
21. Review of Common Lung Cancers. Monthly Physician-Hospital Educational Conference. Henderson Hospital, Henderson, Texas, January 19, 2005.
22. Deposition Preparation. Weekly Grand Rounds Lecture Series. The University of Texas Health Science Center at Tyler, Tyler, Texas, February 4, 2005.
23. Depositions 101. Annual University of Texas Health Center at Tyler Family Medicine Department Alumni Meeting. The University of Texas Health Science Center at Tyler, Tyler, Texas,February 4, 2005.
24. Androgen Receptor Expression Correlates with Improved Survival in Early-Stage Squamous Cell Lung Carcinomas. Fourth Biennial Pulmonary Pathology Society Meeting, L'Imperial Palace, Annecy, France, June 16, 2005.
25. Some Uncommon Lung Cancers. The Methodist Hospital Pulmonary Pathology Conference, The Methodist Hospital, Houston, Texas, February 24, 2006.
26. Primary Pulmonary Lymphoma—Case Presentation. Houston Society of Clinical Pathologists 46th Annual Spring Symposium, Houston, Texas, April 29, 2006.
27. Chronic Fibrous Pleuritis. Pleural Tumors Short Course. XXVIth International Scientific Congress of the International Academy of Pathology, Montreal, Quebec, Canada, September 16-21, 2006.
28. Pulmonary Histiocytosis. The Methodist Hospital Pulmonary Pathology Conference, The Methodist Hospital, Houston, Texas, November 3, 2006.
29. Medical-legal Issues in Pathology. Texas Society of Pathologists 86th Annual Meeting, Fort Worth, Texas, January 26-28, 2007.
30. Standard of Care? Evidenced Based Medicine and the Law. Association of Directors of Anatomic and Surgical Pathology Annual Meeting. 96th United States and Canadian Academy of Pathology Annual Meeting, San Diego, California, March 24-30, 2007.
31. By-Law Changes in the Pulmonary Pathology Society. Pulmonary Pathology Society Symposium, American Society for Investigative Pathology Annual Meeting, Washington, D.C., April 28-May 2, 2007.
32. Pulmonary Neoplasia Session 2, Moderator. Pulmonary Pathology Society 2007 Biennial Meeting, Santa Fe, New Mexico, June 20-22, 2007.
33. Acute and Chronic Lung Injury and Inflammation, Chair, Minisymposium of the American Society for Investigative Pathology Annual Meeting at Experimental Biology 2008, San Diego Convention Center, San Diego, California, April 5-9, 2008.
34. Bronchiolitis Seen After Lung Transplantation. 11th Annual Congress of the Turkish Thoracic Society, Belak-Antala, Turkey, April 23-27, 2008.

35. Lung Problems Related to Bone Marrow and Other Organ Transplantations. 11th Annual Congress of the Turkish Thoracic Society, Belak-Antala, Turkey, April 23-27, 2008.
36. Lung Cancer Pathology. Advanced Diagnostic and Therapeutic Pulmonology, Four Seasons Hotel, Dallas, Texas, July 18-20, 2008.
37. On-Site Pathology Techniques for Interventional Pulmonology Technologies. Advanced Diagnostic and Therapeutic Pulmonology, Four Seasons Hotel, Dallas, Texas, July 18-20, 2008.
38. Medical-Legal Aspects of Lung Cancer Diagnosis. Advanced Diagnostic and Therapeutic Pulmonology, Four Seasons Hotel, Dallas, Texas, July 18-20, 2008.
39. Advances in Cytologic Screening Technologies. Advanced Diagnostic and Therapeutic Pulmonology, Four Seasons Hotel, Dallas, Texas, July 18-20, 2008.
40. Pathology of Pulmonary Pre-Neoplasia and Intraepithelial Neoplasia. Advanced Diagnostic and Therapeutic Pulmonology, Four Seasons Hotel, Dallas, Texas, July 18-20, 2008.
41. Drug-Induced Lung Disease. XXVIIth Congress of the International Academy of Pathology, Megaron Athens International Conference Center, Athens, Greece, October 12-17, 2008.
42. The Legal Impact of Poor Communications. Association of Directors of Anatomic and Surgical Pathology Annual Meeting. 98th United States and Canadian Academy of Pathology Annual Meeting, Boston, Massachusetts, March 7-13, 2009.
43. Pulmonary Pathology Abstract Platform Session, Co-moderator. 98th United States and Canadian Academy of Pathology Annual Meeting, Boston, Massachusetts, March 7-13, 2009.
44. Tort Legal Theory (Malpractice). Pathology Residents' Conference, The University of Texas Southwestern Medical School, Dallas, Texas, April 3, 2009.
45. Potential Legal Implications of Poor Communication in Pathology. The Methodist Hospital Thursday Morning Pathology Conference, The Methodist Hospital, Houston, Texas, April 30, 2009.
46. Communication and Professionalism in Pathology. The Methodist Hospital Pathology Residents' Conference, The Methodist Hospital, Houston, Texas, May 20, 2009.
47. Pleural Neoplasia: Entities Other Than Diffuse Malignant Mesothelioma. 2009 Biannual Pulmonary Pathology Society Meeting, Portland, Oregon, June 24-26, 2009.
48. The Legal Ramifications of Peer Review. Association of Directors of Anatomic and Surgical Pathology Annual Meeting. 99th United States and Canadian Academy of Pathology Annual Meeting, Washington, D.C., March 20-26, 2010.
49. Legal Issues Involved with Medical Peer Review. Grand Rounds. The University of Texas Health Science Center at Tyler, Tyler, Texas, September 17, 2010.
50. Lung Pathology for the Primary Care Provider. Resident Input Day Lecture, The University of Texas Health Science Center at Tyler, Tyler, Texas, September 17, 2010.
51. Infectious Pneumonias by Continents, Chairperson. XXIIXth Congress of the International Academy of Pathology, Sao Paulo, Brazil, October 11-15, 2010.

52. Targeted Therapy in Non-Small Cell Lung Carcinoma and Mesothelioma, and Predictors of Response, Chairperson. XXIIXth Congress of the International Academy of Pathology, Sao Paulo, Brazil, October 11-15, 2010.
53. Update on Lung and Pleural Neoplasia. North Texas Society of Pathology Quarterly Meeting, November 3, 2010.
54. Medical-Legal Issues in the Practice of Pathology, Seminars in Surgical Pathology Educational Series, The University of Massachusetts Medical School, Worcester, Massachusetts, November 9, 2010.
55. Pulmonary Unknown Slide Conference, Seminars in Surgical Pathology Educational Series, The University of Massachusetts Medical School, Worcester, Massachusetts, November 9, 2010.
56. Past, Present, and (Possible) Future of Medical Peer Review. Lamar-Delta County Medical Society Quarterly Meeting, Paris, Texas, November 16, 2010.
57. Current Legislative Issues and Health Care Reform for the Pathologist. Texas Society of Pathology 90th Annual Meeting, January 14-15, 2011.
58. Legislative and Health Care Reform Update. Pathology Residents' Conference, The Methodist Hospital, Houston, Texas, March 18, 2011.
59. Tort Legal Theory (Malpractice). Pathology Residents' Conference, The University of Texas Southwestern Medical School, Dallas, Texas, May 20, 2011.
60. Update on Pulmonary Langerhans Cell Histiocytosis. Pulmonary Pathology Biennial Meeting, New York, New York, August 18, 2011.
61. Chair, Brief Case Presentations. Pulmonary Pathology Biennial Meeting, New York, New York, August 18, 2011.
62. Panel Member, Panel Discussion: Interstitial Lung Disease. Pulmonary Pathology Biennial Meeting, New York, New York, August 18, 2011.
63. The University of Texas Faculty: Supporting Excellence and Efficiency. The University of Texas System Board of Regents Meeting, Austin, Texas, August 25, 2011.
64. Practical Guide to Surviving the Future of Pathology. Copresentation with Philip T. Cagle, M.D., The Methodist Hospital Department of Pathology Noon Lecture Series, Houston, Texas, October 5, 2011.
65. The Pathologist and the Law: Common Problems in Malpractice. Southeast Pathology Chairs Annual Meeting, Houston, Texas, November 4, 2011.
67. Surviving the Future of Pathology—2012 Edition. Grand Rounds, Department of Pathology and Genomic Medicine, The Methodist Hospital, Houston, Texas, January 3, 2012.
68. Acute Lung Injury: Neutrophils, Signaling Pathways, and Prognosis. Department of Pathology and Genomic Medicine, The Methodist Hospital, Houston, Texas, January 3, 2012.
69. Malpractice: Pathologists and the Law. Webinar, American Pathology Foundation 2012 Long Distance Learning Series, April 19, 2012.
70. Medical Malpractice for Pathologists. The Methodist Hospital Pathology Residents' Conference, The Methodist Hospital, Houston, Texas, May 16, 2012.
71. Current Medicolegal Issues. The Methodist Hospital Pathology Morning Conference, The Methodist Hospital, Houston, Texas, June 21, 2012.

72. Chairperson, Pleural Disease Session. XXIXth Congress of the International Academy of Pathology, Capetown, South Africa, September 30-October 5, 2012.
73. Metastases to the Pleura. XXIXth Congress of the International Academy of Pathology, Capetown, South Africa, September 30-October 5, 2012.
74. Reactive Pleural Disease. XXIXth Congress of the International Academy of Pathology, Capetown, South Africa, September 30-October 5, 2012.
75. Medical Malpractice. Pathology Resident's Conference, The University of Texas Medical Branch at Galveston, Galveston Texas, November 5, 2012.
76. Medical-Legal Issues in Pathology: An Update. Pathology Residents' Conference, The University of Texas Southwestern Medical School, Dallas, Texas, November 16, 2012.
77. An Overview of Medical Malpractice for Pathologists. Pathology Residents' Conference, Texas A&M University Medical School, Temple, Texas, January 17, 2013.
78. Medical Malpractice: What's New? The Methodist Hospital Pathology Morning Conference, The Methodist Hospital, Houston, Texas, February 6, 2013.
79. Medical Humanities and Health Care Policy. Pathology Residents' Conference, The University of Texas Southwestern Medical School, Dallas, Texas, April 19, 2013.
80. Professionalism and Research Integrity. Pathology Residents' Conference, The University of Texas Southwestern Medical School, Dallas, Texas, May 3, 2013.
81. Acute Lung Injury: Neutrophils, Interleukin-8, Signaling Pathways, and Prognosis. Department of Pathology and Laboratory Medicine, The University of Texas Health Science Center at Houston, Houston, Texas, July 23, 2013.
82. Residents' Unknown Slide Conference. Department of Pathology and Laboratory Medicine, The University of Texas Health Science Center at Houston, Houston, Texas, July 23, 2013.
83. Interleukin-8 and Acute Lung Injury: Molecular Pathways and Future Biomarkers. Department of Pathology and Genomic Medicine, The Methodist Hospital, Houston, Texas, August 14, 2013.
84. Legal Issues in Pathology Contracts. Texas Society of Pathologists Young Pathologists' Section Retreat, San Antonio, Texas, August 18, 2013.
85. Mock Deposition: Ten Mistakes to Avoid. Texas Society of Pathologists Young Pathologists' Section Retreat, San Antonio, Texas, August 18, 2013.
86. Pleura. Pathology Resident Lecture Series, Department of Pathology and Genomic Medicine, The Methodist Hospital, Houston, Texas, December 13,2013 (upcoming)

2. Non-refereed Publications

1. **Allen TC**. What the Health Care Compact Means. The Longview News-Journal. August 27, 2011. http://www.news-journal.com/opinion/saturday_forum/allen-what-health-care-compact-means/article_98614141-991b-5f6b-845d-5bc41bc8df15.html?mode=print.
2. **Allen TC**. Medicine Today: A Battle on Two Fronts. The Hill's CongressBlog. July 16, 2012. http://thehill.com/blogs/congress-blog/healthcare/238213-medicine-today-a-battle-on-two-fronts.

3. **Allen TC**. Higher Ed Must Do More With Less. San Antonio Express-News. January 3, 2013. http://www.mysanantonio.com/opinion/commentary/article/Higher-ed-must-do-more-with-less-4165302.php.
4. **Allen TC**. HIPAA Changes: Present and Future. CAPconnect; February 8, 2013. http://community.cap.org/2013/02/hipaa-changes-present-and-future/.
5. **Allen TC.** Informed Consent: Get Ready to Get Involved. CAPconnect; March 6, 2013. http://community.cap.org/2013/03/informed-consent-get-ready-to-get-involved/.
6. **Allen TC**. Informed Consent, Part 2: Balancing Research, Patient Needs. CAPconnect; March 22, 2013. http://community.cap.org/2013/03/informed-consent-part-2-balancing-research-patient-needs/.
7. **Allen TC**. In the Genomic Era, Another Job for Pathologists. CAPconnect; May 10, 2013. http://community.cap.org/2013/05/in-the-genomic-era-another-job-for-pathologists/.
8. **Allen TC**. Advances Prompt New Legal Issues. CAPconnect; May 14, 2013. http://community.cap.org/2013/05/advances-prompt-new-legal-issues/.
9. **Allen TC**. Part 1: How Lung Transplants and Legislated Medicine Intersect. CAPconnect; June 28, 2013. http://community.cap.org/2013/06/part-1-how-lung-transplants-and-legislated-medicine-intersect/.
10. **Allen TC**. Part 2: Lung Transplants, Legislated Medicine: What Should Pathologists Do? CAPconnect; July 2, 2013. http://community.cap.org/2013/07/part-2-lung-transplants-legislated-medicine-what-should-pathologists-do/.
11. **Allen TC**. Molecular "Breakthroughs": Hopeful Eagerness, Measured Caution. CAPconnect; August 13, 2013. http://community.cap.org/2013/08/molecular-breakthroughs-hopeful-eagerness-measured-caution/.
12. **Allen TC**. What Can We Contribute in 140 Characters or Less? September 26, 2013. http://community.cap.org/2013/09/what-can-we-contribute-in-140-characters-or-less/.

3. Letters to the Editor

1. **Allen TC**. Critical Diagnoses in Anatomic Pathology. *Arch Pathol Lab Med.* 2010 134(7):965-966; author reply 966.
2. Hernandez JS, **Allen TC**. In Reply. *Arch Pathol Lab Med* 2012 136(12):1475.

4. Scientific Exhibits

5. Videos

6. Other

News Media:

The Importance of Lab Work. Health Connection Radio Program, February 18-22, 2008.
The Health Care Compact. The Dennis Prager Radio Show, May 19, 2011.
Physicians for the Health Care Compact. The Mike Gallagher Radio Show, May 20, 2011.
Discussion of the Health Care Compact with Rick Santorum. Bill Bennett's Morning in America Radio Show, May 27, 2011.
Update on the Health Care Compact. The Dennis Prager Radio Show, June 9, 2011.
Discussion of the Health Care Compact with Bill Bennett. Bill Bennett's Morning in America Radio Show, June 9, 2011.
Update on Physicians for the Health Care Compact. The Mike Gallagher Radio Show, June 10, 2011.
The Health Care Compact. The Janet Mefferd Radio Show, June 13, 2011.
Medicaid and the Health Care Compact. The Al Gainey and Company Radio Show. June 16, 2011.
The Health Care Compact and State Choice. Bill Bennett's Morning in America Radio Show, June 17, 2011.
The Health Care Compact and the Governors' Letter to the President. The Michael Medved Radio Show, June 17, 2011.
What is the Health Care Compact? HealthTalk Radio Show, July 27, 2011.

G. Visiting Professorships

1. Department of Pathology, University of Massachusetts, Worcester, Massachusetts, November 8-9, 2010.
2. Department of Pathology and Genomic Medicine, The Methodist Hospital, Houston, Texas, January 2-3, 2012.
3. Department of Pathology, Mayo Clinic-Florida, Jacksonville, Florida, June 12-13, 2012.
4. Department of Pathology, The University of Texas Medical Branch at Galveston, Galveston, Texas, October 4-5, 2012.

AGENDA ITEM #24.b.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 12/4/2013	2. Contract Type: Expense Revenue Other	3. Renewal Contract: Yes / No
4. Department Name: Professional Services	5. Department Contact:	
6. Description: Financial Advisory Service		
7. IFAS PEID No: *	8. IFAS Req No:	9. Orgkey:	10. Object Code:
11. Vendor: Louis Pauls + Co.	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
N/A	Expense Paid with Debt Service Fund						
	only if Debt is issued						
22. Totals:							

To Be Completed By Purchasing Department

Contract Start Date: 1/1/14	Auto Renewal Contract: Yes / No	Bid No: N/A
Contract End Date: 12/31/14	Contract # Issued By Purchasing: CM14091	

* Listed in Contract Management as Bid Con, Legal will provide Vendor Qualification Packet

Approved By:	Signature	Date
Department Head:	[signature]	12/4/2013
for Assistant Purchasing Agent:	[signature], CPPB	12/5/2013
County Legal:	[signature]	12/04/2013
Contract listed in Budget Documentation YES NO		
County Budget Office:	[signature]	12/4/2013
for Budget Available and Funds are/will be Available YES NO		
County County Auditor:	[signature]	12/4/13

SUITE 200
1413 TREMONT

LOUIS PAULS & CO.
INVESTMENT BANKERS
GALVESTON, TEXAS 77550

TELEPHONE 409-763-4678
FAX 409-763-4678

October 30, 2013

Mr. Mel Trammell, Director of Finance
Galveston County Courthouse
722 Moody,
Galveston, TX 77550

Re: Proposed Renewal of the Financial Advisory Contract between Galveston County and Louis Pauls & Co.

Dear Mel,

It has come to my attention that our existing contract will expire on December 31, 2013. We last requested a renewal in a letter dated November 6, 2012*. I have reviewed the existing contract, and would appreciate the County renewing and extending the contract until December 31, 2014 (1 year).

A copy of a new contract with the exact same terms and conditions is enclosed for your review and approval. Please let me know if you desire any changes. Please return a signed and executed copy if it is approved. Thank you for your assistance.

Sincerely,

Louis Pauls Jr

Louis Pauls Jr.

Enclosure

*Previous letter was addressed to Harvey Bazaman, former County Legal Director.

FINANCIAL ADVISORY CONTRACT

(M.A.C. Form C-1 Revised. Standard Form of Agreement between Political Subdivision and Financial Advisor Covering Issuance of Securities. Form approved by the Municipal Advisory Council for Use of Members Only.)

Date January 1, 2014

To: Honorable Mark Henry, County Judge
And Galveston County Commissioners Court

Galveston, Texas 77550

Gentlemen:

1. We understand that you are contemplating the issuance of securities of the kinds, in the amounts, and for the purposes indicated as follows:

Any Proposed Financing Authorized by the County
Including New Money and Refunding

and that in connection with the issuance of these securities you desire this proposal from us to perform professional services in the capacity of Financial Advisor for Galveston County **(hereinafter called "Issuer").**

2. By this proposal we offer our professional services and our facilities as Financial Advisor for the issuance and sale of the above-described securities, and in that capacity we agree to perform the following duties, and to perform such other duties, as, in our judgment, may be necessary or advisable:

a. We will make a survey of the financial resources of the Issuer to determine the extent of its borrowing capacity. This survey will include an analysis of the existing debt structure as compared to existing and projected sources of income which may be pledged to secure payment of debt service, and where appropriate, will include a study of the trend of the assessed valuation of the Issuer, the Issuer's taxing power, and the present and estimated future taxing requirements. If the revenues of a system or facility are to be pledged to repayment of the securities in question, the survey will take into account any outstanding obligations which are payable from the net revenues thereof, additional net revenues to arise from any proposed rate increase, and the additional net revenues as projected by your consulting engineers as a result of the improvements to be financed by the securities in question. We will also take into account your future financing needs and operations as projected by your staff and/or your consulting engineers and other experts.

b. On the basis of the information developed by the survey described in the above and foregoing paragraph, and on the basis of other information and experience available to us, we will submit our written recommendations on the financing in question. Our plan will include recommendations as to the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, and any other necessary additional security provisions designed to make the issue more attractive to investors. All recommendations will be based on our best professional judgment, with the goal of designing securities which can be sold under terms most advantageous to Issuer, and at the lowest interest cost consistent with all other considerations.

c. We will advise you of current bond market conditions, forthcoming bond issues, and other general information and economic data which might normally be expected to influence the interest rates or bidding conditions, so that the date for the sale of the securities can be set a time, which, in our opinion, will be favorable.

d. If it is necessary to hold an election to authorize the securities, we will, under the direction of the bond attorneys, assist in coordinating the assembly and transmittal to the bond attorneys of such data as may be required for the preparation of the necessary petitions, orders, resolutions, notices and certificates in connection with the election.

e. We will coordinate the preparation and submission of the Official Notice of Sale, the Official Statement or Offering Statement, and such other market documents which you may require. We will also supervise preparation of the uniform bid form, containing provisions recognized by the municipal securities industry as being consistent with the securities offered for sale. We will submit to you all such offering documents, including the Official Statement, for your proper examination, approval and certification. After such examination, approval and certification we will furnish you with a supply of such documents and shall mail a set of the same to a list of prospective bidders, a copy of which list shall be submitted to you upon request. We will also supply sufficient copies of the Official Statement or Offering Statement to the purchaser of the securities in accordance with the terms of the Notice of Sale.

f. We will make recommendations to the Issuer on the matter of bond rating(s) for the proposed issue and when directed by you shall coordinate the preparation of such information as in our opinion is required for submission to the rating agency(ies). In those cases where the advisability of personal presentation of information to the bond rating agencies may be indicated, we will arrange for such personal presentation.

g. If the securities are to be sold at public sale we will disseminate information to prospective bidders, we will organize such information meetings as in our judgment may be necessary, and will work with prospective bidders to assist them in timely submitting proper bids. We will assist you at the bond sale for the purpose of coordinating the receipt of bids, and the furnishing of good faith checks where indicated, and for the purpose of tabulation and comparison of bids, and will advise you as to the best bid, and will provide our recommendation as to acceptance or rejection of such bid. As soon as a bid for the bonds shall be accepted by you, we will proceed to coordinate the efforts of all concerned to the end that the bonds may be delivered and paid for as expeditiously as possible. Should the bonds be eligible under Texas laws for purchase by the State Board of Education, the Financial Advisor will be responsible for the preparation of an Application for Purchase or Waiver and its timely submission to the Board. We shall assist you in the preparation or verification of final closing figures, and when requested, will provide suggestions on a program of temporary investment of bond proceeds, in consultation with the Issuer's architect or consulting engineer, consistent with the construction timetable for the project.

h. We will act as your agent in arranging for the printing of the securities, and will submit same for execution and impression of seal, and we will attend to their delivery to the Attorney General for approval and the Comptroller of Public Accounts for registration, it being understood that title to and ownership of the printed securities shall be in the Issuer until they are sold and delivered to the purchaser.

After closing we will deliver to you and your paying agent(s) definitive debt records, including a schedule of annual debt service requirements on the obligations being delivered to the purchaser.

3. We agree to direct and coordinate the entire program of financing herein contemplated. In that connection we understand that you have retained or expect to retain to be determined _____, a firm of recognized municipal bond attorneys, who will prepare the proceedings and advise the steps necessary to be taken to issue the securities and who will issue an opinion approving their legality. We will maintain liason with this firm of bond attorneys and shall assist in all financial advisory aspects involved in the preparation of appropriate legal proceedings and documents.

Where the issuance and sale of the securities, and construction of the project in question, requires the approval of any state or governmental agency, we shall assist you in the preparation of all financial information required for inclusion in applications for such approval, and when requested by you, shall appear on your behalf to provide appropriate testimony at public hearings before state and other governmental commissions and boards. We will also be available to participate with you in any preliminary conferences with the staffs of any state or governmental agencies involved, and we will, for qualified projects, coordinate the preparation of financial assistance applications required for state involvement.

4. In consideration for the services rendered by us in connection with the issuance and sale of the above-described securities it is understood and agreed that our fee will be as follows:

(SEE ATTACHED FEE SCHEDULE)
(EXHIBIT "A")

In consideration of the above fee we will assume and be responsible for the following expenses:

(SEE SECTION 8)

EXHIBIT "A"

RECOMMENDED FINANCIAL ADVISORY FEES

A. BASIC SCHEDULE

The following basic schedule covers bonds or certificates of obligation individually authorized.

If the amount of bonds delivered to the Purchaser Is:			**The Recommended Minimum Fee Is:**	
MORE THAN		LESS THAN		
$0		$ 1,000,000	$ 10,000	Minimum
$ 1,000,000	to	$ 5,000,000	$ 10,000	plus $2.50 per $1,000 for all over $1,000,000
OVER		$ 5,000,000	$ 20,000	plus $1.00 per $1,000 for all over $5,000,000

Voted Tax Bonds - As Per Fee Schedule

Combination Tax and Revenue Bonds or Certificates of Obligation, add 10% to Fee Schedule

Revenue Bonds or Certificates of Obligation such as Hospital, Toll Road, or Toll Bridge, add 25% to Fee Schedule

Refunding Bonds - As Per Fee Schedule

Our fee and reimbursable expenses shall become due and payable simultaneously with the delivery of the securities to the purchaser.

13. In the event any bond election be necessary, if such election shall fail, the fee due us hall be N/A; however, should the same or similar propositions again be submitted to election held with N/A months from date hereof, then at our option the agreement covered by this proposal shall apply to any such securities.

14. It is further understood and agreed that we reserve the right to submit a bid for the securities when offered for sale.

15. This agreement shall be terminated by the delivery to the purchaser of all the securities covered hereby, whether delivered all at one time or in installments, or by December 31, 2014, whichever shall last occur, or upon the issuance of a thirty day notice of termination by either party to the other.

16. Special Conditions. In addition to the terms and obligations herein contained, this proposal and agreement is subject to the following special conditions: In addition, the County shall pay directly or reimburse the Financial advisor for the following:

a) Attorney's fees.
b) Printing of the bonds.
c) Printing and mailing cost of the Notice of Sale, Official Statement and Official Bid Forms.
d) Bond rating fees paid to rating agencies, (Standard & Poor's, Moody's Investors Service, and/or Fitch).
e) Travel expenses incurred in connection with obtaining ratings and/or bond insurance.
f) Advertising in buyer's publications, (Texas Bond Reporter, The Bond Buyer).
g) Attorney General's fees for examination of Transcript.
h) Bond insurance if applicable.

9. This proposal is submitted in duplicate originals. When accepted by Issuer it will constitute the entire agreement between Issuer and the undersigned for the purpose and considerations herein specified. Your acceptance will be indicated by proper signatures of your authorized officers or representatives on both copies and the returning of one executed copy to us:

Respectfully submitted,
Firm: Louis Pauls & Co.

By: Louis Pauls Jr
Louis Pauls Jr., President

ACCEPTANCE

ACCEPTED pursuant to_____adopted by the Commissioners' Court of Galveston County On this _____ of _____2013.

_____

Title Mark A. Henry
County Judge

ATTEST:
Dwight Sullivan

Title County Clerk

AGENDA ITEM #24.c.

COUNTY of GALVESTON
LEGAL DEPARTMENT
COUNTY COURTHOUSE

722 MOODY STREET 5TH FLOOR • GALVESTON, TEXAS 77550

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

December 4, 2013

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

Re: Request for Authority to Engage Appraiser and Enter into Negotiations with Landowner

Gentlemen:

This court has previously approved a Memorandum of Understanding with the General Land Office regarding the closure of Rollover Pass and the construction of a public park containing certain recreational amenities.

In accordance with the County's duties and obligations under this agreement, we request that you authorize the Director of the County Legal Department to negotiate with and engage the services of an appraiser or appraisers to determine the amount just compensation necessary to acquire the property for the project. As per the MOU, the cost of the appraisal services will be reimbursed to the County by the General land Office.

It is also requested that you authorize this office to enter into negotiations for acquisition of the property with the land owner or owners once the appraisal has been completed.

Sincerely,

Barry C. Willey

cc: Kelly Snook , Director of Parks and Senior Services

AGENDA ITEM #25.a.1.

TRI-PARTY ELEVATION AGREEMENT

TEXAS WATER DEVELOPMENT BOARD
Galveston County Severe Repetitive Loss Elevation Program
Awarding Federal Agency: Federal Emergency Management Agency
Contract Number: TWDB 1200011417

INTRODUCTION/PARTIES

This Tri-Party Elevation Agreement (AGREEMENT) is made by, between, and among the County of Galveston (COUNTY), Lane Johnson and Valeri Johnson (HOMEOWNER), and T & M Elevation (CONTRACTOR), each of whom is a PARTY hereto and who are collectively referred to herein as the PARTIES, and is effective upon the full execution of this AGREEMENT with the date of the last PARTY executing hereto.

In exchange for the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the PARTIES agree as follows:

ARTICLE I. DESCRIPTION OF PROFESSIONAL SERVICES

CONTRACTOR will perform professional services associated with turnkey elevation services for the IMPROVEMENTS to be elevated located at **11212 BERNICE DR, GALVESTON, TX 77554** as described in CONTRACTOR'S completed work write-up and project cost sheet attached hereto as PLANS AND SPECIFICATIONS (Exhibit A). It is understood and agreed that the time for performance of the Scope of Services under this AGREEMENT the work shall begin with CONTRACTOR'S receipt of the NOTICE TO PROCEED. A NOTICE TO PROCEED shall not be issued until after a Purchase Order has been issued by the COUNTY Purchasing Agent. The professional services shall be provided subject to the terms and conditions herein. CONTRACTOR shall not commence any work under this AGREEMENT until all applicable certificates of insurance and performance/payment bonds have been approved by the COUNTY, a Purchase Order has been issued, and a NOTICE TO PROCEED has been issued by the COUNTY.

ARTICLE II. ADMINISTRATIVE CONTACTS

The following persons are designated by each respective PARTY hereto to serve as that PARTY'S contact for purposes of administering this AGREEMENT and the following lists the contact information for each respective PARTY'S designee:

GALVESTON COUNTY:

Name: Cindy Pagan, Grants Coordinator
722 Moody (aka 21st Street), 3rd Floor
Galveston, Texas 77550
Telephone: 409 770 5355
Email: cynthia.pagan@co.galveston.tx.us

CONTRACTOR:

Name of Company: T & M Elevation
Name of Designated contact person: Greg Minnich
Address: 6880 FM 517 Dickson, Texas 77539

Telephone: 817-441-5797
Email: gminnmail@yahoo.com

HOMEOWNER:

Name of HOMEOWNER(S) (list all persons and/or entities listed as current Grantee(s) within real property records on file in the Galveston County Clerk's Office for the PROPERTY);

Title to PROPERTY is in: Lane Johnson and Valeri Johnson

HOMEOWNER'S contact: Lane Johnson and Valeri Johnson*
Address of Homeowner: 10206 Cliffwood Dr
Houston, TX 77035
Telephone: 281-384-1471
Email: lane.johnson@comcast.net

*Only those person(s) listed within the real property records on file in the Office of the Galveston County Clerk as a current Grantee of the PROPERTY may serve as the HOMEOWNER'S designated contact(s) under this AGREEMENT. If HOMEOWNER wishes to designate any other person, the HOMEOWNER must provide a certified copy of a Power of Attorney covering such a transaction to the COUNTY, or provide a certified copy of letters of appointment as Guardian of the Estate covering the person listed as Grantee of the PROPERTY. Such certified documents must be on file with the COUNTY prior to execution of this AGREEMENT.

ARTICLE III. ACRONYMS AND DEFINITIONS

A. Acronyms. The following acronyms have the meanings ascribed herein for purposes of this AGREEMENT:

1. **ADA** means the Americans with Disabilities Act and implementing regulations.
2. **CIQ Form** means the Conflict of Interest Questionnaire, required under Chapter 176 of the Texas Local Government Code, attached hereto as Exhibit F.
3. **FEMA** means the United States Department of Homeland Security Federal Emergency Management Agency.
4. **GSA** means the United States General Services Administration.
5. **HMA Unified Guidance** means the Hazard Mitigation Assistance Unified Guidance published June 1, 2010 by FEMA and which provides Federal guideline requirements in the SRL Program.
6. **ICC** means "Increased Cost of Compliance" and herein refers to that coverage under the National Flood Insurance Program under which the non-Federal share of costs may be claimable.
7. **NFIA** means the National Flood Insurance Act of 1968, as amended.
8. **NFIP** means the National Flood Insurance Program.
9. **SRL** means severe repetitive loss, and refers to the severe repetitive loss program with repetitive loss strategy authorized under the NFIA with the goal of reducing flood damages to residential properties that have experienced severe repetitive losses under flood insurance coverage.
10. **SRL Program** means the FEMA SRL Grant administered pursuant to Contract No. TWDB 1200011417 by and between the County of Galveston, Texas and the Texas Water Development Board.
11. **TWDB** means the Texas Water Development Board, that agency of the State of Texas administering the SRL Program.
12. **TWIA** means the Texas Windstorm Insurance Association that pool of property and casualty insurance companies authorized to write coverage in Texas in accordance with State law.

B. Definitions. The following terms shall have the meanings ascribed herein for purposes of this AGREEMENT. Defined terms are also indicated by the use of parenthetical.

1. **AGREEMENT** means this Tri-Party Elevation Agreement and all Exhibits attached hereto that are incorporated herein, which are the following Exhibits:
    a. Exhibit A: CONTRACTOR's Completed Work Write-Up/Project Cost sheet (PLANS AND SPECIFICATIONS)
    b. Exhibit B: CONTRACTOR's Bid Certification
    c. Exhibit C: MITIGATION OFFER/ Declination Notice
    d. Exhibit D: TWDB specific clauses
    e. Exhibit E: FEMA Record of Environmental Consideration
    f. Exhibit F: CIQ Form
    g. Exhibit H: Blank FEMA Elevation Certificate and Instructions (2012 Edition) (FEMA Form 086-0-33)

    A copy of the separate contract between the HOMEOWNER and the CONTRACTOR for non-elevation construction and associated services and costs, if such non-elevation construction is being performed, is attached hereto as Exhibit G. Exhibit G is **not** incorporated herein and is attached hereto solely for documentation purposes.
2. **BOND** means a payment bond and performance bond each in an amount equal to the ELEVATION CONTRACT AMOUNT issued by a solvent company authorized to do business in the State of Texas, which is compliant with all legal requirements, as security for the faithful payment of all CONTRACTOR'S obligations under this AGREEMENT.
3. **COMMENCEMENT DATE** means the date that is represented on the Notice to Proceed and is delivered from COUNTY to CONTRACTOR.
4. **COMPLETION DATE** means the one hundredth (100th) calendar day following the COMMENCEMENT DATE.

5. **CONTRACTOR** means the contractor responsible for completing the home elevation under this Agreement and is identified in the Introduction and Article II: Administrative Contacts of this Agreement.

6. **COUNTY** means the County of Galveston, Texas, a political subdivision of the State of Texas, which is administering this Galveston County SRL Elevation Program through its Grants Administrator.

7. **ELEVATION CONTRACT AMOUNT** means the total amount CONTRACTOR is charging to elevate IMPROVEMENTS at the PROPERTY as identified in PLANS AND SPECIFICATIONS (Exhibit A) as ELEVATION COSTS. ELEVATION CONTRACT AMOUNT ***does not include*** NON-ELEVATION COSTS.

8. **ELEVATION COSTS** means the miscellaneous costs itemized in PLANS AND SPECIFICATIONS (Exhibit A) as elevation costs. ELEVATION COSTS are those costs arising from certain structure elevation activities and their associated costs which are eligible costs under the SRL Program in accordance with the HMA Unified Guidance.

9. **ENVIRONMENTAL STANDARDS** means the applicable environmental standards established pursuant to (1) the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (2) notification of violating facilities pursuant to Executive Order 11738; (3) protection of wetlands pursuant to Executive Order 11990; (4) the Clean Air Act of 1970, as amended, 42 U.S.C. 7401 *et seq*; (5) the Federal Water Pollution Control Act, as amended, 33 USC 1251, et. seq; (6) Environmental Protection Agency regulations, 40 CFR Part 50, as amended; (7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (8) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

10. **FINAL COMPLETION** means when the IMPROVEMENTS are fit for their intended use in accordance with the PLANS AND SPECIFICATIONS (Exhibit A), and all of the following have been executed and delivered to the County:
    a. Certificate of occupancy for the home from applicable governmental authorities, local jurisdiction(s), and/or third-party with certification authority;
    b. A final inspection report from the CONTRACTOR signed by an approved inspector showing that 100% of the construction covered by this AGREEMENT has been completed in accordance with this AGREEMENT including but not limited to:
        i. verified work completed in compliance with terms of grant;
        ii. verified Design Engineer compliance;
        iii. verified ADA compliance (if required);
        iv. submit copy of new survey (if required);
        v. submit copy of new elevation certificate (FEMA Form 086-0-33; see Exhibit H); and
        vi. confirmation of recorded deed restrictions on file in real property records within the Office of the Galveston County Clerk.
    c. Proof that all utilities for the home have been installed and are operable;
    d. Lien Waiver Affidavits executed by Contractor, and by every subcontractor and supplier who has performed work on, or furnished materials for, the IMPROVEMENTS (liquidated damages do not apply to this form);
    e. Final Bills Paid Affidavit (liquidated damages do not apply to this form);
    f. Complete list of any contractors or subcontractors who have performed work on or furnished materials for the IMPROVEMENTS identified in PLANS AND SPECIFICATIONS (Exhibit A); and
    g. Any other requirement(s) specified herein.

11. **HOMEOWNER** means the eligible applicant(s) and recipient of SRL Elevation grant funds under this AGREEMENT as identified in the Introduction and Article II: Administrative Contacts of this AGREEMENT.

12. **IMPROVEMENTS** means that single-family residence and related improvements eligible for elevation under the SRL Program and to be elevated at the PROPERTY, as set forth in the Work Order and in accordance with the corresponding PLANS AND SPECIFICATIONS (Exhibit A) approved by the COUNTY. The elevation of that single-family residence may consist of the following:
    a. Slab elevation;
    b. Slab separation and elevation;
    c. Pier and beam elevation;
    d. Piling and beam elevation; and/or
    e. other as specified in PLANS AND SPECIFICATIONS (Exhibit A)

13. **LOCAL SHARE AMOUNT** means the funding received from the HOMEOWNER to cover the SRL Grant required 10% Local Match. This Local Match comes from Homeowner out-of-pocket cash funds and is due and owing at the time of signing this AGREEMENT, and may be reimbursed to HOMEOWNER through ICC funds when applicable. ICC coverage may reimburse a portion of the required non-Federal cost share for which the HOMEOWNER is responsible, up to 10% of eligible costs associated with elevating a structure. Finally, eligible TEMPORARY HOUSING is on a reimbursement basis (90% reimbursement) and thus is not included in calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER

14. **MITIGATION OFFER** means the amount equal to the "Total Budgeted PROJECT HARD COSTS minus NON-ELEVATION COSTS" as described in PLANS AND SPECIFICATIONS (Exhibit A), in accordance with each and every term and condition of this AGREEMENT. The price for specific items of work is stated in PLANS AND SPECIFICATIONS (Exhibit A).

15. **NON-ELEVATION COSTS** is defined as the miscellaneous costs itemized in PLANS AND SPECIFICATIONS (Exhibit A), as "NON-ELEVATION COSTS", if any. NON-ELEVATION COSTS include those costs arising from certain structure elevation activities and their associated costs which are ineligible costs under the SRL Program. Such costs are ***not eligible*** for reimbursement with grant funds, and are payable to the CONTRACTOR directly from HOMEOWNER. Non-elevation construction and its ensuing NON-ELEVATION COSTS are pursuant to a separate contract solely between HOMEOWNER and CONTRACTOR, a copy of which is attached hereto as Exhibit G.

16. **PLANS AND SPECIFICATIONS** means the final working drawings and specifications for the elevation, repair or installation of the IMPROVEMENTS at the PROPERTY, as provided to the COUNTY by CONTRACTOR in PLANS AND SPECIFICATIONS and attached to this AGREEMENT as Exhibit A. PLANS AND SPECIFICATIONS must provide sufficient detail to enable COUNTY to determine that costs are reasonable. For example, PLANS AND SPECIFICATIONS must include detailed description of the elevation work to be provided and the accompanying line item cost for each component of elevation work to be provided. PLANS AND SPECIFICATIONS must also identify the base flood elevation for the IMPROVEMENTS and the elevation that the IMPROVEMENTS shall be elevated. For example, stating only that a home is to be elevated "X" number of feet is insufficient; rather, the PLANS AND SPECIFICATIONS must also identify the resulting elevation of the IMPROVEMENTS.

17. **PRIMARY RESIDENCE** means that dwelling that HOMEOWNER has actually lived in for eighty-percent (80%) of the prior consecutive 365 days or eighty-percent (80%) of the period of ownership in those circumstances where the period of ownership is less than 365 days. Evidence of PRIMARY RESIDENCE may be established by providing copies of current driver license, homestead exemption, and like documents.

18. **PROGRAM** means the Galveston County Severe Repetitive Loss Elevation Program wherein County and the TWDB have entered into contract number 1200011417 for the administration of this grant program.

19. **PROJECT HARD COSTS** means the total cost of the project including ELEVATION CONTRACT AMOUNT and NON-ELEVATION COSTS as identified in PLANS AND SPECIFICATIONS (Exhibit A) and TEMPORARY HOUSING. NON-ELEVATION COSTS are governed by a separate contract between HOMEOWNER and CONTRACTOR; the COUNTY is not a party to that separate contract. This AGREEMENT includes references to non-elevation work to be provided and its attendant NON-ELEVATION COSTS to record such construction for grant purposes since such construction is occurring at the WORKSITE. Notwithstanding anything to the contrary, all PARTIES acknowledge and agree that the provision of non-elevation construction and associated services and the subsequent NON-ELEVATION COSTS is **not** pursuant to this Agreement. Finally, PROJECT HARD COSTS shall also include the Preparation and Presentation of Mitigation Offer cost, Project Management cost, and ICC claim processing cost if applicable.

20. **PROPERTY** means that certain parcel of real property that is the site of the home to be elevated, and includes the real property, the home, and other improvements on the real property parcel.

21. **RFQ** means, as applicable, the Request for Qualifications B121014 or the Request for Qualifications B131024, issued by the County of Galveston.

22. **TEMPORARY HOUSING** means a place to live for a limited period of time and for purposes of this AGREEMENT further means the lodging costs incurred by HOMEOWNER during the period of time that HOMEOWNER is displaced from their home due to eligible elevation construction to such home. TEMPORARY HOUSING eligible for reimbursement to HOMEOWNER does not include food and does not include transportation costs. Rather, TEMPORARY HOUSING eligible for reimbursement includes solely reasonable incurred lodging costs. Such reasonable incurred lodging costs, as evidenced by copies of receipts and proof of payment to be provided by HOMEOWNER to COUNTY, are eligible for 90% reimbursement to HOMEOWNER from this SRL Program provided that the PROPERTY is HOMEOWNER'S PRIMARY RESIDENCE and provided that such incurred costs

are attributable to only that period of time that TEMPORARY HOUSING is necessary because HOMEOWNER is displaced from their home, their PRIMARY RESIDENCE, due to eligible elevation construction. TEMPORARY HOUSING is on a reimbursement basis (90% reimbursement) and thus is not included in calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER. TEMPORARY HOUSING costs are reasonable if in amounts less than or equal to the per diem rates established by the GSA for the location that the WORKSITE is located within. Requirements for reimbursement of eligible TEMPORARY HOUSING costs is further detailed in Article V, Section C of this AGREEMENT.

23. **WORK ORDER** is also referenced as Work Write Up/Project Cost sheet as defined in and is attached hereto as PLANS AND SPECIFICATIONS (Exhibit A).

24. **WORKSITE** means the site within the PROPERTY where the elevation construction is occurring and any surrounding area within the PROPERTY necessary for CONTRACTOR'S ingress to, egress from, and performance of the elevation construction.

ARTICLE IV. ELEVATION OF IMPROVEMENTS - FINANCIAL SUMMARY AND DRAW SCHEDULE

A. **Financial Summary:**

1. PROJECT HARD COSTS components:

a. Preparation and Presentation of MITIGATION OFFER	$3,500.00
b. Project Management	$3,500.00
c. ELEVATION CONTRACT AMOUNT	**$83,248.00**
d. NON-ELEVATION COSTS**	**$0.00**
e. TEMPORARY HOUSING, if applicable***	**$0.00**
f. ICC Claim Processing Fee****	$TBD
Total Budgeted PROJECT HARD COSTS:	**$90,248.00**

2. PROJECT HARD COSTS:

a. Total Due from HOMEOWNER:

10% of Preparation and Presentation of MITIGATION OFFER*	$350.00
10% of Project Management*	$350.00
10% of ELEVATION CONTRACT AMOUNT	**$8,324.80**
100% of NON-ELEVATION COSTS (paid separately)**	**$0.00**+
TEMPORARY HOUSING, if applicable (reimbursed 90%)***	**$0.00**
10% of ICC claim processing fee ($100), if applicable****	$TBD

b. Federal Share (90% of grant eligible costs):

90% of Preparation and Presentation of MITIGATION OFFER*	$3,150.00
90% of Project Management	$3,150.00
90% of ELEVATION CONTRACT AMOUNT	**$74,923.20**
00% of NON-ELEVATION COSTS**	$0.00
90% reimbursement of TEMPORARY HOUSING, if applicable***	**$0.00**
90% of ICC claim processing fee ($900), if applicable****	$TBD

c. Total PROJECT HARD COSTS: **$90,248.00**

*, **, ***, and **** are described below:

* $350 was paid by HOMEOWNER prior to presentation of MITIGATION OFFER and is HOMEOWNER'S 10% match of the $3,500.00 fee for preparation and presentation of MITIGATION OFFER. $350 was paid by HOMEOWNER at time of signing this AGREEMENT and is HOMEOWNER'S 10% match of the $3,500.00 Project Management cost.

** Non-elevation construction is pursuant to a separate agreement between HOMEOWNER and CONTRACTOR. A copy of such agreement covering non-elevation is attached hereto as Exhibit G for informational purposes.

*** TEMPORARY HOUSING is on a reimbursement basis (at 90% reimbursement) and thus is not included in

calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER. TEMPORARY HOUSING reimbursement is not known at the time of signing the MITIGATION OFFER and this AGREEMENT as it is on a reimbursement basis. TEMPORARY HOUSING estimated by CONTRACTOR in PLANS AND SPECIFICATIONS (Exhibit A) is used herein for COUNTY budgetary matters associated with this SRL Program. TEMPORARY HOUSING costs, when eligible for reimbursement and actually incurred by HOMEOWNER, shall be submitted by HOMEOWNER to COUNTY for reimbursement in accordance with Article V, Section C of this AGREEMENT. Subsequent to reimbursement, COUNTY shall reconcile to determine PROJECT HARD COSTS for grant administration requirements.

**** ICC claim processing fee will only be charged if an ICC claim is processed by COUNTY. Eligible HOMEOWNER 10% LOCAL SHARE AMOUNT ($100.00) will be withheld from ICC funds received by COUNTY when disbursed to HOMEOWNER.

B. **Payments to CONTRACTOR/Draw Schedule:**

1. In the event that CONTRACTOR has obtained a BOND, CONTRACTOR shall be entitled to request up to four (4) disbursements from the ELEVATION CONTRACT AMOUNT after completion of each phase of work and submitting the following documentation.
2. The schedules for disbursements of draw requests are set forth as follows:
   a. **Phase 1 Pre-elevation/mobilization** - 30% of the total ELEVATION CONTRACT AMOUNT upon receipt of inspector's report plus the submittal of the following:
      1. Foundation inspection is required;
      2. CONTRACTOR Request for Payment Form;
      3. CONTRACTOR itemized invoice;
      4. Progress Inspection Report Form;
         a.) Engineering feasibility letter
         b.) Initial elevation certificate
         c.) Project PLANS AND SPECIFICATIONS (Exhibit A)
         d.) Project timetable
         e.) Copies of requisite permits
         f.) Copy of fully executed Tri-party AGREEMENT
      5. Pre-elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
      6. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
      7. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.
   b. **Phase 2 Raised, ready to set, building department inspections** – second 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 60% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
      1. CONTRACTOR Request for Payment Form;
      2. CONTRACTOR itemized invoice;
      3. Progress Inspection Report Form;
         a.) Engineering concurrence
         b.) Concurrence as to 60% completion
         c.) Copies of requisite permits
         d.) TWIA compliance
         e.) Grant compliance
         f.) HOMEOWNER acceptance
      4. Phase 2 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
      5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
      6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.

c. **Phase 3 Structure elevated to design height, foundation installed, mechanicals reconnected** - 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 90% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:

1. CONTRACTOR Request for Payment Form;
2. CONTRACTOR itemized invoice;
3. Progress Inspection Report Form;
   a.) Engineering concurrence
   b.) Concurrence as to 90% completion
   c.) TWIA compliance
   d.) ADA compliance (if required)
   e.) Grant compliance
   f.) HOMEOWNER acceptance
4. Phase 3 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.

d. **Phase 4 Final Inspection, occupancy certificate, all grant requirements met** - 10% of the total ELEVATION CONTRACT AMOUNT, provided that the elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:

1. CONTRACTOR Request for Payment Form;
2. Final CONTRACTOR itemized invoice;
3. Final Inspection Form;
4. Post Elevation - Elevation Certificate (FEMA Form 086-0-33), a blank FEMA Form 086-0-33 with its instructions is attached hereto as Exhibit H;
5. Certificate of occupancy;
6. New survey (if required);
7. Signed and notarized Lien Waiver Affidavit CONTRACTOR (**Final**) Form;
8. Signed and notarized Lien Waiver Affidavit Subcontractor (**Final**) Form;
9. Copy of CONTRACTOR Warranties that have been signed by HOMEOWNER (please refer to Article VI(T) on page 13 of this AGREEMENT);
10. HOMEOWNER acceptance;
11. Grant compliance reconciliation (if non-grant work was also performed); and
12. Final elevation photographs – minimum of three (3) views each of front and each side to show all four exterior walls and an adequate number of pictures for the interior.

3. Withholding Payment to CONTRACTOR: COUNTY shall be entitled to withhold payment to CONTRACTOR while any of the following conditions exist:
   a. The location, installation or elevation of the IMPROVEMENTS violates or interferes with any applicable recorded instrument or governmental regulation affecting the PROPERTY;
   b. CONTRACTOR makes a material misrepresentation in the Request for Payment; and/or
   c. Notice of a claim or lien on the PROPERTY has been received in connection with the elevation, repair or installation of the IMPROVEMENTS, and has not been released.

ARTICLE V. HOMEOWNER'S OBLIGATIONS

A. HOMEOWNER's Portion of the ELEVATION CONTRACT AMOUNT: HOMEOWNER must pay the total of the LOCAL SHARE AMOUNT in the form of a check made payable to GALVESTON COUNTY at the time of signing this AGREEMENT. Eligible HOMEOWNERs may receive a refund up to the full LOCAL SHARE AMOUNT through an ICC claim. HOMEOWNER may receive ninety-percent (90%) reimbursement for eligible TEMPORARY HOUSING costs incurred by HOMEOWNER, as eligible TEMPORARY HOUSING costs are allowable PROJECT HARD COSTS in the SRL Program.

B. Taxes: HOMEOWNER will pay all real estate taxes and assessments of every kind on the PROPERTY before the same become delinquent, and GALVESTON COUNTY may at any time require HOMEOWNER to provide evidence that taxes have been paid current. Property taxes may be paid current, be deferred or HOMEOWNER must be current on a payment plan with the Galveston County Tax Assessor and Collector in order to avoid any delinquency.

C. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the elevation construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within ___ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER (90%) if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work. Finally, costs incurred by HOMEOWNER for such TEMPORARY HOUSING that are reimbursable to HOMEONWER must be reasonable costs. HOMEOWNER must provide documentation to the COUNTY showing the TEMPORARY HOUSING costs incurred – this may be accomplished by providing copies of receipts or other proof of payments. TEMPORARY HOUSING costs are reasonable if in amounts less than or equal to the per diem rates established by the GSA for the location that the WORKSITE is located within. The per diem rates established by the GSA are available for viewing through the Internet, at site:

http://www.gsa.gov/portal/content/104877?utm_source=OCM&utm_medium=print-radio&utm_term=HP_01_Requested_perdiem&utm_campaign=shortcuts.

Or, the GSA per diem rates may be accessed by going to http://www.gsa.gov/portal/category/100000# and then clicking on the link entitled "Per Diem Rates".

D. HOMEOWNER will cooperate generally with the reasonable requests of CONTRACTOR, COUNTY, TWDB, and FEMA as such requests relate to elevation, repair, or installation of the IMPROVEMENTS. HOMEOWNER will cooperate with COUNTY in arranging for inspections by representatives of the COUNTY of the progress of elevation from time to time and will promptly comply with COUNTY's requirements or satisfy any objections regarding construction of the IMPROVEMENTS or the progress thereof.

E. Utilities: HOMEOWNER is responsible for authorizing the disconnection of electricity, telephone, cable and gas as directed by the CONTRACTOR. HOMEOWNER is responsible for all utility bills during elevation. HOMEOWNER is responsible for authorizing reconnection of all utilities as directed by the CONTRACTOR. Any upgrades required by utility company for reconnection are not eligible costs hereunder.

F. Duty to Inform: HOMEOWNER is responsible for informing the CONTRACTOR of any known PROPERTY hazards such as asbestos, lead paint, buried lines, tanks, septic systems, water wells, bees, and propane tanks. HOMEOWNER is also responsible for notifying CONTRACTOR before signing the AGREEMENT if the HOMEOWNER has medical issues which could entitle the HOMEOWNER to special types of access facilities. In a case where a HOMEOWNER or member of the HOMEOWNER's family has a permanent physical disability, a physician's written certification is required before handicapped/special needs access facilities can be allowed as an eligible elevation cost.

G. Landscaping: HOMEOWNER shall be solely responsible for removing, storing, and replacing any existing landscaping that HOMEOWNER wishes to retain prior to the start of the work.

H. No Changes in Scope of Work: No changes will be made in the PLANS AND SPECIFICATIONS (Exhibit A) except on the written approval of the same by the COUNTY. No extras shall be allowed to CONTRACTOR or any subcontractor or material change made in any contract or subcontract without the COUNTY's prior written approval and consent.

I. Prior Lien Holder Rights: By separate affidavit, HOMEOWNER has CERTIFIED the existence or non-existence, as applicable, of any prior lien on the PROPERTY and that, if such a prior lien exists, that HOMEOWNER has notified and obtained the consent of such lien holder for the project contracted for herein as identified in PLANS

AND SPECIFICATIONS (Exhibit A). HOMEOWNER further ACKNOWLEDGES that any prior lien on the PROPERTY (such as a mortgage or deed of trust) may contain provisions prohibiting HOMEOWNER from entering into or performing this AGREEMENT, and that HOMEOWNER may create an event of default under such prior lien unless HOMEOWNER has obtained the prior consent of such lien holder. A default on lien obligations can lead to serious legal consequences, including loss of your PROPERTY. HOMEOWNER agrees to be solely responsible for obtaining any and all necessary consent of prior lien holders before entering into this AGREEMENT. GALVESTON COUNTY is not responsible for determining if HOMEOWNER has a lien holder or for obtaining the consent of the lien holder. HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

J. Reserved

K. Liens: HOMEOWNER will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the PROPERTY or any funds due CONTRACTOR and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided however, that HOMEOWNER shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to the COUNTY such security or indemnity as the COUNTY may reasonably require.

L. **Limitation on Non-Elevation Construction.** All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.

M. Insurance Provision and filing of Deed Restriction: HOMEOWNER agrees to maintain flood insurance insuring against loss of the real property and improvements in an amount equal to the assessed value up to the NFIP maximum of $250,000.00. HOMEOWNER acknowledges and agrees that the following notice of flood insurance requirements shall be legally recorded in the Official Real Property Records of the Galveston County Clerk's Office, which such notice shall include the name of the current PROPERTY owner, the book and page reference to record of current title, a legal description of the PROPERTY, and state that: **This property has received Federal Hazard Mitigation Assistance. Federal Law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Part 60.3 and City/County Ordinance/Order. HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.**

N. HOMEOWNER's Representations: HOMEOWNER represents the following to COUNTY and CONTRACTOR:

1. HOMEOWNER is the fee simple owner of the PROPERTY.
2. Other than any first-lien lien holder whose prior written consent has been obtained by HOMEOWNER, there are no liens, mortgages, claims, charges or unpaid assessments against the PROPERTY.
3. No written contract (or affidavit regarding an oral contract) regarding the elevation of all or any portion of the IMPROVEMENTS has been recorded in the Office of the County Clerk of Galveston County.
4. All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to the COUNTY in connection with the MITIGATION OFFER are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the signing event.
5. All financial statements delivered to the COUNTY by or on behalf of HOMEOWNER are each true and correct in all respects and there has been no material adverse change in such statements as of this date.
6. HOMEOWNER is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens, suits, garnishments, bankruptcies, or court actions which could render him insolvent or HOMEOWNER has disclosed any solvency issues or bankruptcy filings and the COUNTY signs this AGREEMENT with full knowledge of the

same.

7. It is hereby acknowledged and agreed that the performance/payment BOND provided by the CONTRACTOR under this AGREEMENT are for the benefit of GALVESTON COUNTY to ensure completion of the work and that the performance/payment BOND provided by the CONTRACTOR are for the benefit of the laborers and material suppliers utilized during the work to ensure their payment and to ensure the PROPERTY is free and clear of any liens at the date of FINAL COMPLETION and HOMEOWNER further agrees and unconditionally relinquishes any and all right of claim in the HOMEOWNERs own right under and against any BOND(s) issued by any surety company for CONTRACTOR.

O. Assignment: HOMEOWNER shall not assign or otherwise transfer this AGREEMENT in whole or in part without prior written approval of the COUNTY. Such consent, if granted, shall not relieve the HOMEOWNER of any of its responsibilities under this AGREEMENT.

P. Inspection Report: An Inspection Report will be presented to the HOMEOWNER for review, acceptance, and execution at the completion of each Phase. If HOMEOWNER accepts the report, then the HOMEOWNER must provide an executed copy to the COUNTY within four (4) calendar days. If HOMEOWNER does not accept the report, then HOMEOWNER must notify the COUNTY within four (4) calendar days. No payment to CONTRACTOR shall be issued unless and until the COUNTY has receipt of an executed acceptance of the inspection report from the HOMEOWNER.

Q. TWDB Provisions: HOMEOWNER must comply with all applicable provisions listed in Exhibit D of this AGREEMENT.

ARTICLE VI. CONTRACTOR OBLIGATIONS

A. Standards of Elevation: In addition to the other requirements of this AGREEMENT, the IMPROVEMENTS will be constructed, repaired or installed in a good and workmanlike manner, fit for their intended purpose, fully-equipped with materials of high quality, strictly in accordance with the (i) the WORK ORDER; (ii) the PLANS AND SPECIFICATIONS (Exhibit A); (iii) the RFQ; (iv) the Warranty Standards; (v) the Environmental Standards; (vi) FEMA floodplain regulations; (vii) if applicable, TWIA requirements; and (viii) all applicable federal, state, and local laws, rules and regulations including the International Residential Code (IRC) and Minimum Property Standards (MPS).

B. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within ____ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work.

C. No Changes in Scope of Work: No changes will be made in the PLANS AND SPECIFICATIONS (Exhibit A) except on the prior written approval of the same by COUNTY. No extras shall be allowed to CONTRACTOR or any subcontractor or material change made in any contract or subcontract without the COUNTY's prior written approval and consent.

D. Corrective Action: If CONTRACTOR is notified that any inspection by the COUNTY or its designee has uncovered any noncompliance issues, CONTRACTOR shall immediately correct such issues. CONTRACTOR shall maintain a detailed record of every non-compliance and corrective action taken. Such non compliance includes documenting any and all pre-existing damages as documented in PLANS AND SPECIFICATIONS (Exhibit A). HOMEOWNER will be required to sign off on the same.

E. Books and Records, Construction Trust Fund: CONTRACTOR will deposit all funds received by CONTRACTOR under this AGREEMENT into a construction account, and will keep an account record for the account, all in strict accordance with Texas Property Code §§ 162.006 and 162.007 (the Texas construction trust fund statute). Within three (3) business days of a request by GALVESTON COUNTY, CONTRACTOR shall provide GALVESTON COUNTY with (i) a full

copy of the account record, and (ii) executed copies of all contracts between CONTRACTOR and all of its subcontractors and suppliers. **Contractor's failure to timely obtain and maintain a Construction Trust Fund account shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.**

F. Records Retention: CONTRACTOR shall keep and maintain all records associated with this AGREEMENT for a minimum of five (5) years from the formal Close of this SRL grant with the State, or as required by Federal, State, or Local law, whichever period is longer. CONTRACTOR shall allow the COUNTY reasonable access to the records in CONTRACTOR'S possession, custody, or control that the COUNTY deems necessary to assist it in auditing the services, costs, and payments provided hereunder. CONTRACTOR also shall allow reasonable access to representatives of the State of Texas, the TWDB, FEMA, the Office of Inspector General, the General Accounting Office, and other applicable State or Federal agencies, as applicable, that such entities deem necessary to facilitate review by such agencies.

G. CONTRACTOR ACKNOWLEDGES THAT FAILURE TO STRICTLY COMPLY WITH THE CONSTRUCTION TRUST FUND STATUTE MAY EXPOSE CONTRACTOR, AND ITS AGENTS AND OWNERS, TO CIVIL AND CRIMINAL LIABILITY AND PENALTIES THAT MAY NOT BE AVOIDED BY BANKRUPTCY OR OTHER PROTECTIONS TYPICALLY AVAILABLE TO BUSINESSES.

H. Prompt Payment: CONTRACTOR will promptly pay all subcontractors and suppliers in accordance to the payment of the agreement between CONTRACTOR and its Subcontractors.

I. Allocation of Profit: CONTRACTOR agrees that any monies it receives pursuant to this AGREEMENT shall be applied to payment of all outstanding invoices from subcontractors and suppliers before CONTRACTOR applies such monies to its overhead or profit.

J. Due Diligence Responsibility: CONTRACTOR is solely responsible for verifying whether elevation will violate or interfere with any applicable recorded instrument or governmental regulation affecting the PROPERTY. The COUNTY makes no representations or warranties as to title to, or encumbrances on, the PROPERTY.

K. Elevation Timing; Delay Damages: CONTRACTOR shall commence elevation, repair or installation of the IMPROVEMENTS as soon as possible after the COMMENCEMENT DATE (Notice to Proceed Date), but in no event later than fourteen (14) days after the COMMENCEMENT DATE. CONTRACTOR shall prosecute the work with due diligence, and shall achieve FINAL COMPLETION of the IMPROVEMENTS by the COMPLETION DATE. Time is of the essence with respect to all CONTRACTOR Obligations under this AGREEMENT. In the event that FINAL COMPLETION is not achieved by the COMPLETION DATE, CONTRACTOR shall pay the COUNTY liquidated damages of one hundred dollars ($100) per day for every day after the COMPLETION DATE until FINAL COMPLETION is achieved. HOMEOWNER, CONTRACTOR and COUNTY agree that the liquidated damages are not to be construed as a penalty, but a reasonable estimate of damages caused by delay that will be incurred by COUNTY. COUNTY shall have the right to offset these liquidated damages against any other sums or disbursements due to CONTRACTOR from the COUNTY. Upon approval of COUNTY, extension may be granted for excusable delays.

L. **Limitation on Non-Elevation Construction.** All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.

M. Lead and Asbestos: CONTRACTOR is responsible for performing investigation of lead and asbestos containing materials, and any required lead and asbestos abatement. CONTRACTOR shall provide GALVESTON COUNTY with a copy of a signed waste manifest from a proper disposal institution, in connection with CONTRACTOR's disposal of any lead or asbestos. CONTRACTOR is responsible for compliance with all local, State, and Federal laws, regulations and ordinances relating to lead and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified at Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection regulations, located at Title 25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Occupations Code (Lead-Based Paint Abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located

at Title 40, Part 61, Subpart M of the Code of Federal Regulations; and the National Emission Standards for Hazardous Air Pollutants.

N. Compliance With Federal Laws: CONTRACTOR shall be responsible for complying with the following federal laws, rules, and regulations:

1. Lead-Based Paint. CONTRACTOR is responsible for compliance with the Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B, as applicable.
2. Noise Abatement. CONTRACTOR is responsible for compliance with noise abatement and control policies established by HUD in 24 CFR Part 51, Subpart B. To help ensure noise levels do not become excessive, elevation activities are restricted to mostly weekdays and daylight hours.
3. Archeological Discoveries. CONTRACTOR is responsible for compliance with the National Historic Preservation Act of 1966, as amended, 16 USC 470 and 36 CFR Part 800, as applicable. In accordance with Section 106 of the National Historic Preservation Act, CONTRACTOR shall notify GALVESTON COUNTY as soon as practicable if it appears that site work may affect previously unidentified archeological resources. CONTRACTOR is required to immediately stop elevation activities in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the discovery. The GALVESTON COUNTY notification will allow the discovery to be further evaluated in consultation with the Texas Historical Commission. Site work can resume only after the discovery has been resolved with GALVESTON COUNTY and the Texas Historical Commission.
4. FEMA Record of Environmental Consideration Special Conditions required on implementation of Projects specified in Exhibit E.

O. Insurance: At all times during elevation, repair, or installation of the IMPROVEMENTS, CONTRACTOR will obtain and maintain in full force and effect the following insurance policies, which shall list GALVESTON COUNTY as additional insured and shall be issued by a company that is licensed to do business in the State of Texas and that has a rating equal to or exceeding A-;VII from A.M. Best. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

1. A commercial general liability policy including products, completed operations, contractual liability, with no residential exemptions or exclusions, with a combined single limit of $1,000,000 per occurrence and $2,000,000 general aggregate, and $2,000,000 products/completed operations aggregate;
2. An automobile liability policy with a combined single limit of $1,000,000 per accident for bodily injury and property damage to include owned, hired and non-owned autos;
3. Workers' compensation policy providing statutory Texas benefits;
4. A hazard insurance policy on a builder's all risk or special causes of loss policy form with a broad form named insured and with loss payable endorsements acceptable to GALVESTON COUNTY insuring the IMPROVEMENTS and all materials and supplies purchased with advances hereunder against all risks and losses, as well as an allowance for occupancy by HOMEOWNER if HOMEOWNER is remaining in the PROPERTY during elevation; and
5. A professional liability policy that will cover all acts, errors, or omissions in the amount of $1,000,000 per claim, with an annual aggregate of at least $2,000,000, inclusive of all legal defense costs. In addition, such coverage shall include the disclosure of personal information. If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Contract.
6. All liability insurance may be obtained by any combination of underlying and excess/umbrella policies.

P. WORKSITE Protection: CONTRACTOR shall be responsible for protection of the WORKSITE and building materials, including losses from theft for the duration of the contract period of performance as specified in PLANS AND SPECIFICATIONS (Exhibit A).

Q. Utilities: CONTRACTOR shall be responsible for notifying the HOMEOWNER when to disconnect the utilities. CONTRACTOR is responsible for any fees incurred for disconnecting the utilities. CONTRACTOR is also responsible for notifying the HOMEOWNER when to reconnect the utilities.

R. Information: CONTRACTOR is responsible for providing open channels of communication between HOMEOWNER, COUNTY, and local Inspectors including informing the HOMEOWNER what to expect during the elevation phase.

S. Debarment and Suspension: CONTRACTOR certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, or any other federal responsibility matters. CONTRACTOR agrees to include this certification in all contracts between itself and any subcontractors in connection

with services performed under this AGREEMENT. CONTRACTOR will notify the COUNTY in writing immediately if CONTRACTOR is not in compliance with Executive Order 12549 or other federal responsibility matters while performing this AGREEMENT, and will refund the COUNTY for any payments made to it while ineligible.

T. CONTRACTOR Warranty to HOMEOWNER: CONTRACTORs will provide for services performed under this AGREEMENT, a set of limited warranties and building and performance standards in accordance to the Texas Residential Construction Commission standards in place prior to the time that the Texas Residential Construction Commission ceased to exist, which include:

1. A five-year workmanship and materials warranty;
2. A five-year mechanical and delivery system warranty; and
3. A five-year structural warranty.

CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT. Contractor further ACKNOWLEDGES that it is not eligible for final payment hereunder until such Warranty policy has been delivered to HOMEOWNER with copy provided to COUNTY with such copy signed by HOMEOWNER evidencing HOMEOWNER'S receipt of such Warranty policy.

U. Limited Warranty to COUNTY: CONTRACTOR warrants that the Services provided under this AGREEMENT shall be performed in a good and workmanlike manner with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty during the period of performance of the AGREEMENT, provided COUNTY has delivered to CONTRACTOR timely notice of such breach as hereinafter required, CONTRACTOR shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to COUNTY that portion of the Price received by CONTRACTOR attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless COUNTY has delivered to CONTRACTOR written notice specifying in detail the non-conformities within seven (7) days after performance of the non-conforming Services or tender of the non-conforming Deliverables.

V. Equal Opportunity/Non-Discrimination: The CONTRACTOR agrees to abide by all Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination as to race, color, religion, national origin, sex, familial status, disability, or veteran status. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

W. BOND: Insert project specific payment/performance BOND details:

X. The CONTRACTOR shall be solely and entirely responsible for procuring all appropriate licenses and permits which may be required by any competent authority for the performance of the subject work.

Y. Assignment: CONTRACTOR shall not assign or otherwise transfer this AGREEMENT in whole or in part without the prior written approval of the COUNTY acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the CONTRACTOR of any of its responsibilities under this AGREEMENT. A violation of this prohibition **shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.**

Z. Under no circumstances will the CONTRACTOR be responsible for any costs incurred with respect to any latent or unknown defects that exist at the project site. Any and all costs incurred by the CONTRACTOR with respect to the cure of any such latent or unknown conditions need to be recoverable by the CONTRACTOR.

AA. TWDB Provisions: CONTRACTOR must comply with all provisions listed in Exhibit D of this AGREEMENT. CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

ARTICLE VII. GALVESTON COUNTY'S LIMITED OBLIGATIONS

A. Limited Obligation of COUNTY: The COUNTY's obligation to HOMEOWNER and CONTRACTOR, or either of them, is to disburse the MITIGATION OFFER Amount in accordance with this AGREEMENT. The COUNTY will reimburse the full amount of eligible ICC claims to the HOMEOWNER upon receipt of settlement of such ICC claims from NFIP.

B. The COUNTY Is Not Responsible For Any Of the Following (this list is illustrative, and not exclusive):

1. The quality or timing of elevation;
2. Warranty work;

3. Resolution of disputes between HOMEOWNER and CONTRACTOR;
4. Enforcement of this AGREEMENT, or any other agreement, between HOMEOWNER and CONTRACTOR;
5. Payment of HOMEOWNER's Funds to CONTRACTOR (i.e. - the excess construction costs above the MITIGATION OFFER Amount);
6. Verification of liens on the PROPERTY;
7. Removal of liens;
8. Curing title defects; or
9. Acts or omissions of CONTRACTOR, HOMEOWNER, or any subcontractor or supplier.

C. Actions Do Not Create Duty: The COUNTY's funding activities under the PROGRAM do not create a legal duty to CONTRACTOR or HOMEOWNER. The COUNTY's actions or inactions in making inspections of the PROPERTY, procuring sworn statements and waivers of liens, screening CONTRACTORs and HOMEOWNERs, approving contracts and subcontracts, and approving PLANS AND SPECIFICATIONS (Exhibit A) will be taken by the COUNTY for its own protection only. Except for the express obligations to fund the MITIGATION OFFER Amount and process eligible ICC claims, COUNTY shall not be deemed to have assumed any responsibility to HOMEOWNER, CONTRACTOR, or any other person with respect to any action, proper construction of the IMPROVEMENTS, performance of contracts or subcontracts by any CONTRACTORs or subcontractors, or prevention of claims for mechanic's liens.

To the extent permitted by law, HOMEOWNER agrees to indemnify, defend and hold harmless the COUNTY, the State of Texas, the TWDB, and CONTRACTOR from and against any claims incurred by the COUNTY to the extent caused by HOMEOWNER's negligent acts, errors or omissions.

To the extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, HOMEOWNER, the State of Texas, and the TWDB from and against any claims incurred by the COUNTY to the extent caused by CONTRACTOR's negligent acts, errors or omissions.

D. Limitation of Warranties: To the fullest extent allowed by law, COUNTY makes no warranties of any kind, express or implied to HOMEOWNER, and HOMEOWNER WAIVES ALL WARRANTIES AND REPRESENTATIONS FROM COUNTY, WHETHER ORAL OR WRITTEN, WHETHER EXPRESSED OR IMPLIED, CONCERNING THE PROPERTY OR IMPROVEMENTS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF HABITABILITY, FITNESS FOR PURPOSE, OR CONSTRUCTION IN A GOOD WORKMANLIKE MANNER. Nothing herein shall be construed or limiting CONTRACTOR's warranties to HOMEOWNER.

ARTICLE VIII. DEFAULT AND REMEDIES

A. CONTRACTOR Default: CONTRACTOR will be in default under this AGREEMENT upon the occurrence of any of the following events: (i) CONTRACTOR fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure; (ii) CONTRACTOR becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors; or (iii) CONTRACTOR commits a default under any other contract it has entered into with GALVESTON COUNTY. In the event of CONTRACTOR's default, GALVESTON COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its' sole discretion:

1. Terminate this AGREEMENT on written notice to CONTRACTOR.
2. Compel the CONTRACTOR to stop the work under this AGREEMENT on written notice to CONTRACTOR, whereupon CONTRACTOR shall withdraw from the PROPERTY and assign to GALVESTON COUNTY such of CONTRACTOR's subcontracts as GALVESTON COUNTY may request, and remove such materials, equipment, tools and instruments used by CONTRACTOR on the PROPERTY as GALVESTON COUNTY may direct.
3. Complete the work, either with or without using CONTRACTOR's materials, equipment, tools and instruments.
4. Instruct the bonding company which issued the performance BOND to complete the work with its own forces and at FINAL COMPLETION issue any remaining amounts due under this AGREEMENT to the bonding company.
5. Withhold the payment of any further sums due to CONTRACTOR under this AGREEMENT, until after FINAL COMPLETION of the IMPROVEMENTS, whereupon GALVESTON COUNTY shall determine the amount, if any, of damages caused by CONTRACTOR's default, the amount to which CONTRACTOR is entitled for its performance of the work up to the date of such termination, and the amount, with due regard to the circumstances of termination, sufficient to equitably compensate CONTRACTOR for the use of CONTRACTOR's materials, equipment, tools and instruments, and upon such determination, GALVESTON COUNTY shall pay to CONTRACTOR the net amount which may be due, if any, in accordance with such determination.

6. Sue CONTRACTOR for damages, injunctive, or equitable relief.

In addition to the remedies stated herein, the COUNTY has the right to pursue other remedies permitted by law or in equity. The COUNTY'S waiver of any event of default under this AGREEMENT shall not operate as a waiver of any subsequent default under the terms of this AGREEMENT.

B. HOMEOWNER's Default: HOMEOWNER will be in default under this AGREEMENT upon the occurrence of any of the following events:

1. HOMEOWNER fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure;
2. HOMEOWNER becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors;
3. HOMEOWNER commits a default under any other contract it has entered into with GALVESTON COUNTY;
4. HOMEOWNER has misused the proceeds of the MITIGATION OFFER; or
5. HOMEOWNER has made any misrepresentations in connection with this AGREEMENT. In the event of HOMEOWNER's default, GALVESTON COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:
   i. Terminate this AGREEMENT on written notice to HOMEOWNER.
   ii. Direct the CONTRACTOR to stop work on the IMPROVEMENTS, either temporarily or permanently notwithstanding the foregoing, sums earned by CONTRACTOR for elevation and delivery of the IMPROVEMENTS prior to any notice to CONTRACTOR of any misuse of funds or misrepresentation by HOMEOWNER shall be payable from GALVESTON COUNTY to CONTRACTOR.
   iii. Cancel disbursement of any unearned portion of the MITIGATION OFFER Amount and eligible ICC claim under this AGREEMENT.
   iv. Sue HOMEOWNER for damages, injunctive, or equitable relief.

ARTICLE IX. MISCELLANEOUS PROVISIONS

A. Relationship of PARTIES/Independent Contractors: CONTRACTOR is an independent contractor in all respects with regard to this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, agency, employment, or other relationship between and among the PARTIES hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this AGREEMENT.

B. Immunity Retained: The PARTIES agree that by entering into this AGREEMENT, the COUNTY has not waived any immunity it may have at common law or otherwise. 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. The COUNTY does not waive or in any way 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.

C. Inspection: Representatives from FEMA, TWDB, COUNTY, and their designees shall have the right to inspect all work performed under this AGREEMENT. CONTRACTOR and HOMEOWNER will take all steps necessary to assure that representatives from FEMA, TWDB, and the COUNTY, or their designees are permitted to examine and inspect the IMPROVEMENTS, the WORKSITE and the PROPERTY, and all contract, material, invoice, equipment, payrolls, and conditions of employment pertaining to CONTRACTOR'S work, including all relevant data and records. By such inspection, FEMA, TWDB, and COUNTY assume no responsibility to the HOMEOWNER for defective material or work under this AGREEMENT or to either PARTY for any breach of the AGREEMENT by the other.

D. Notice: Any notice required or permitted by this AGREEMENT shall be in writing, and shall be delivered to the respective PARTIES' addresses as set forth in Article II: Administrative Contacts. Any notice will be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, certified mail, and addressed to the intended recipient notice address set forth in the Cover Page, Article II: Administrative Contacts. Notice given in any other manner will be effective only if and when received by the intended recipient. Any address for notice may be changed by written notice delivered as provided herein.

E. Entirety of Agreement: This AGREEMENT contains the entire agreement and understanding among the PARTIES and supersedes and replaces any and all prior or contemporaneous proposals, agreements, promises, negotiations, understandings, commitments, and/or representations of any kind, whether written or oral, relating to the subject matter herein or the services or deliverables to be provided hereunder.

F. Duty To Provide Additional Information: HOMEOWNER and CONTRACTOR shall, within three (3) business days of receipt, furnish to COUNTY copies of all notices received that pertain to the PROPERTY, including notices from any:

1. Governmental or private authority having jurisdiction over the PROPERTY;
2. Insurance company carrying a policy pertaining to the PROPERTY;
3. Lender holding a lien or security interest against any part of the PROPERTY; or
4. Any person asserting a claim against HOMEOWNER, CONTRACTOR or the PROPERTY.

G. Governing Law and Venue: This AGREEMENT and the rights and obligations of the PARTIES hereto shall be governed by and construed according to the laws of the State of Texas and venue shall lie exclusively in Galveston County, Texas.

H. Severability: If any provision of this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

I. 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 limitations, and as so modified, this AGREEMENT shall continue in full force and effect.

J. Force Majeure: No PARTY shall be liable for any failure of or delay in performance of its obligations under this AGREEMENT to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this AGREEMENT or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. No PARTY shall be liable to the other(s) for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

K. Authority: 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 this AGREEMENT constitutes the legal, valid, and binding agreement of each PARTY hereto.

L. Amendment: This AGREEMENT may be amended only by written instrument duly authorized by each PARTY hereto and duly executed by each respective PARTY hereto.

M. Survival: The provisions of articles I, II, IV(A), VI(S),(T),(X), VII(C),(D), IX(B),(J), and Exhibit D shall survive the termination or expiration of this AGREEMENT.

*****EXECUTION PAGE AND EXHIBITS FOLLOW THIS PAGE*****

*****The Remainder 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 representative, to be effective on the date specified herein.

COUNTY OF GALVESTON, TEXAS:

_____
Mark Henry, County Judge

_____
Date Signed

ATTEST:

_____
Dwight D. Sullivan, County Clerk

_____
Date Attested

CONTRACTOR:

_____
Signature and Title

Lauren Baker Pm
Printed Name and Title of person signing for CONTRACTOR

12-4-2013
Date Signed

HOMEOWNER (ALL PERSONS WITH OWNERSHIP INTEREST MUST SIGN):

_____
Signature of Homeowner

26 Nov 2013
Date Signed by Homeowner above

_____
Signature of Homeowner

11-26-13
Date Signed by Homeowner above

_____
Signature of Homeowner

_____
Date Signed by Homeowner above

PLANS AND SPECIFICATIONS (Exhibit A)

CONTRACTOR's Completed Work Write-Up/Project Cost sheet specific to this PROPERTY

T&M Elevation

Peace of mind during storm time.™

Date: 10/10/2013 **County: Galveston**

This agreement is made between **Lane and Valerie Johnson** *("Owner")* and T&M Elevations, State Licensed Contractor qualified to do business in the State of TEXAS *("Contractor")* to elevate the property located at: 11212 Bernice Dr. Galveston Tx

Contact #: 281-384-1471 Construction: **Elevation**

Square footage under roof: **946** Lift in feet above HAG: **6ft**

Obtain Permits and Engineer Drawings	$	4,000.00
Obtain Preliminary (if unavailable) and Final Elevation Certificates	$	1,500.00
Site Prep which includes removal of decks, gates, fencing.	$	5,000.00
Raise, shore and realign the above named (946) residence approximately (6) feet to satisfy local BFE	$	16,913.05
Install (n/a) sets of new pilings pushed to refusal	n/a	
Excavate under the exterior and interior load bearing supports of the residence and pour approximately (130) feet of continuous steel reinforcd concrete foundation measuring 24 inches wide by 18 inches thick. Concrete will be steel reinforced 4,000 P.S.I.	$	7,233.45
Install (15) new piers or pilings to support existing sills under the residence. New Piers will be constructed as per Engineer Drawings.	$	24,076.50
Install approximately (n/a) linear feet of steel I-Beams (lbs. per ft) for stabilization	n/a	
Install approximately (n/a) linear feet of CMU block wall, with stucco, including vents and access panel	n/a	
Repair and/or replace sewer line as needed to meet code.	$	4,125.00
Disconnect and reconnect/repair water, gas and electrical as necessary	$	4,500.00
Disconnect, raise and reconnect A/C	$	2,500.00
Lower electrical meter (after elevation) to required height	$	2,500.00
Install (1) landings, (1) stairway(s) and approximately (0) of interconnected walkway to meet access code requirements	$	3,200.00
Install (15) 20 gauge hurricane straps between support columns and sills	$	1,200.00
Repair any driveways and/or sidewalks damaged during construction. Remove all trash and rubbish caused by the above work. The excess soil will be spread on the job site as per owners request.	$	6,500.00
Furnish/install handicapped access ramps or passenger elevator if medical requirment. Include attachement with breakout of labor, materials, equipment or subcontractor bid for passenger elevator	n/a	
Total:	$	83,248.00

Square Footage: 946 x Cost Factor $ 88

T&M Elevations
*6880 FM 517 * Dickson, Texas77539*
832-580-1916

Total Contract AMT: $ 83,248.00

T&M Elevation, LLC

6880 FM 517 Dickinson Tx 77539
832-580-1916 / 832-377-3727 (FAX) / Email:info@tmelevation.com

Exhibit B:

County of Galveston/SRL Elevation Program
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

Proposer: T & M Elevation Date of Certification: 12-4-2013

Proposer **CERTIFIES, to the best of its knowledge and belief, that Contractor and/or any of Contractor's Principals:**

1.) Are **NOT** presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency or State agency;
2.) Have **NOT**, within a three-year period preceding the date of this Certification, nor within the three-year period preceding the submission of its proposal, been convicted of or had a civil judgment rendered against it or them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state, or local government contract or subcontract; violation of a Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or any of the offenses listed in 2 C.F.R. Part 180, § 180.800;
3.) Are **NOT** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the above subdivision (subdivision (2));
4.) Have **NOT**, within a three-year period preceding the date of this Certification, nor within the three-year period preceding the submission of its proposal, had any Federal, state, or local transaction terminated for cause or default.

The term "Principal" herein means i.) an officer, director, owner, partner, principal investigator, or other person within the participant (Proposer herein) with management or supervisory responsibilities related to a covered transaction; or ii.) a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Proposer shall provide immediate written notice to the Galveston County Purchasing Agent at any time prior to award, if the Proposer learns that its certification was erroneous when submitted or that it has become erroneous by reason of changed circumstances. Proposer further agrees that if it is awarded a contract by Galveston County, that it shall immediately provide written notice to the Galveston County Purchasing Agent in the event any of the certifications listed herein become no longer accurate due to changed circumstances. Proposer further agrees that if it is awarded a contract by Galveston County, that it shall include these certification requirements in all contracts between itself and any subcontractors in connection with services performed under this SRL Elevation grant program.

Proposer acknowledges that this Certification is a material representation of fact upon which Galveston County relies when making award. If Proposer is awarded a contract by Galveston County and it is discovered that the facts certified to herein are not true, then Galveston County, in addition to other remedies, may terminate its agreement with Proposer for default.

Proposer represents and warrants that the individual executing this Certification on its behalf has the full power and authority to do so and to legally bind Proposer to the terms herein.

By: _____
Signature

Lawon Baker PM
Printed name and title of person signing above for Proposer

Sworn to and Subscribed before me on this 4 day of December, 2013.

_____
Notary Public in and for the State of Texas

My commission expires: Oct 14, 2017

BRIAN RAMM
Notary Public, State of Texas
My Commission Expires
October 14, 2017

Exhibit C

Severe Repetitive Loss (SRL) Pilot Program
Final Mitigation Offer

Grantee [State/Territory/Tribe]: Texas Water Development Board

Subgrantee: Galveston County

Property Owner(s): Lane Johnson and Valeri Johnson

Property Address: 11212 BERNICE DR, GALVESTON, TX 77554

NFIP Policy Number: 11501327 93 **Repetitive Loss Number:**

This documents the formal Mitigation Offer of Assistance for the SRL program.

1. A mitigation grant has been awarded to Galveston County TX that includes your SRL property.
2. The SRL program is a voluntary program. Neither the State of Texas nor Galveston County will use their power of eminent domain to acquire your property for open space purposes if you choose not to participate or if negotiations fail.
3. All information related to you and/or your individual property that is collected during the consultation and offer processes shall be protected consistent with the federal Privacy Act and similar State and local laws and ordinances.
4. The estimated amounts in the Consultation Agreement are finalized in the Mitigation Offer below.
5. The Final Mitigation Offer is provided to you for **Elevation**. Galveston County will complete Section A. for property acquisition or Section B. for mitigation activities other than acquisition.

Section A. Property Acquisition

In order to receive pre-event market value for your property, you sign here to document your eligibility to receive that amount; otherwise, you will receive a Mitigation Offer based on appropriate purchase offer methodology (i.e. current market value, outstanding loans, original purchase price):

"I certify that I am a National of the United States or a qualified alien."

Elevation – N/A

_____ _____
Signature of SRL Property Owner(s) Date

_____ _____
Signature of SRL Property Owner(s) Date

Your Final Mitigation Offer is based on adjusting the valuation of your purchase offer of $0.00 by applicable additions (e.g. supplemental housing payments) of $0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of $0.00. The methodology used to calculate your property value (i.e. pre-event market value, current market value, outstanding loans, original purchase price) was $0.00.

Final Mitigation Offer: N/A

N/A

Federal / non-Federal Cost Share (75 / 25 or 90 / 10):

Cost borne by property owner: N/A

For any property potentially eligible for ICC under the SRL ICC pilot program, the homeowner will assign to the County the right to file an ICC claim (using the Assignment of Coverage D claim). The County will then file an ICC claim for an amount up to the covered ICC benefits to fulfill that portion of the minimum non-federal match for which the policyholder is responsible. Any ICC claim payment received will be reimbursed directly to the homeowner. This amount, not to exceed $30,000 is shown above as, *"Cost borne by property owner"*.

You are accountable for maintenance and insurance requirements for the property during the mitigation project (i.e., maintaining flood insurance through property transfer).

Your additional responsibilities may include, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County and Texas Water Development Board grant and contract requirements, and other programmatic requirements e.g., timelines for vacating the property and as specified below by Galveston County.

At this time you must sign the attached Statement of Voluntary Participation.

Section B. For Mitigation Activities Other than Acquisition

Your Final Mitigation Offer amount is based on adjusting the cost of the mitigation activity of by applicable additions of $0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of $0.00.

Final Mitigation Offer: **$90,248.00**

Federal / non-Federal Cost Share (75 / 25 or 90 / 10): 90%/10%

Cost borne by property owner: **$9,024.80** - 10% of Final Mitigation Offer Amount.
You are accountable for maintenance and insurance requirements for the property during and after the mitigation project implementation (i.e., maintaining flood insurance on your property).
Your additional responsibilities may include securing a contractor, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County grant and contract requirements, and other programmatic requirements as specified below by the Galveston County.

Fully Executed Tri-Party Agreement is incorporated here by reference

You must sign the attached Model Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area for elevation, mitigation reconstruction, or dry floodproofing activities.

6. All holders of recorded interest in the property have been notified of the final mitigation offer. The holders of recorded interest are:
Lane Johnson and Valeri Johnson

The local government and property owner will initial and date below to document each meeting related to the Mitigation Offer.

Homeowner(s)	Local Government Official(s)	Date
	BR	11/27/13
Homeowner(s)	Local Government Official(s)	Date
	BR	11/27/13
Homeowner(s)	Local Government Official(s)	Date

Accepting or Declining the Mitigation Offer

You have 45 days from the date of the Mitigation Offer Letter to accept or decline the mitigation offer of assistance by signing the appropriate section below and returning it to County or County's representative. Failure to respond to the Mitigation Offer within 45 days of the date on this Mitigation Offer constitutes declining the Mitigation Offer.

1. You may request in writing that the Regional Administrator extend your period of time to consider the mitigation offer beyond 45 days. In your letter you must explain the extenuating circumstances. This request must be submitted before the expiration of the 45 day time period.

2. If you decline the Mitigation Offer made under the SRL program, your property will be subject to an increased flood insurance premium rate. Generally, this increase will occur upon renewal of the insurance policy. You will receive a separate Notice of NFIP Insurance Premium Rate Increase from FEMA.

3. If you decline the Mitigation Offer, you retain the right to appeal the increased flood insurance premium rate only in certain circumstances in accordance with 44 CFR Part 79.7 (d).

This offer of mitigation assistance remains open and available to you, even if you decline and/or appeal the offer, as long as the SRL program exists and funds are available.

Accepting the Mitigation Offer

Final Mitigation Offer: **$90,248.00**

Mitigation Activity: **Elevation**

We, the property owners, accept this Mitigation Offer

_____ 26 NOV 2013

Signature of SRL Property Owner(s) or Authorized Representative(s) Date

_____ 11-26-13

Signature of SRL Property Owner(s) or Authorized Representative(s) Date

_____ _____

Signature of County Representative Date

NFIP Policy Number: 4502132793 Repetitive Loss Number: _____

Exhibit D

Subcontracting Guidelines Items When Subcontracting Work Related to Texas Water Development Board Funded Projects

Link to guidelines - http://www.twdb.state.tx.us/about/contract_admin/

STATE AUDITOR CLAUSE
By executing this Elevation Agreement, HOMEOWNER and CONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The HOMEOWNER and CONTRACTOR shall comply with and cooperate in any such investigation or audit. The HOMEOWNER and CONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The HOMEOWNER and CONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the HOMEOWNER and CONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

FINANCIAL RECORDS
The HOMEOWNER and CONTRACTOR and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the TEXAS WATER DEVELOPMENT BOARD (TWDB). Accounting by the HOMEOWNER and CONTRACTOR and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

OWNERSHIP
The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this Elevation Agreement. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Elevation Agreement and developed by the HOMEOWNER and CONTRACTOR or its contracted parties pursuant to this CONTRACT shall become the joint property of the HOMEOWNER and CONTRACTOR and the TWDB. These materials shall not be copyrighted or patented by the HOMEOWNER and CONTRACTOR or by any consultants involved in this Elevation Agreement unless the EXECUTIVE ADMINISTRATOR of the TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the HOMEOWNER and CONTRACTOR or its SUB-SUBCONTRACTORs will in no way limit the TWDBs access to or right to request and receive or distribute data and information obtained or developed pursuant to this Elevation Agreement. Any material subject to a TWDB copyright and produced by the HOMEOWNER and CONTRACTOR or TWDB pursuant to this Elevation Agreement may be printed by the HOMEOWNER and CONTRACTOR or the TWDB at their own cost and distributed by either at their discretion. The HOMEOWNER and CONTRACTOR may otherwise utilize such material provided under this Elevation Agreement as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials.

The HOMEOWNER and CONTRACTOR and its contracted parties agree to acknowledge the TWDB in any news releases or other publications relating to the work performed under this Elevation agreement.

NO DEBT AGAINST THE STATE
This Elevation Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this Elevation Agreement transcends the biennium in which this Elevation Agreement is entered into, this Elevation Agreement is specifically contingent upon the continued authority of the TWDB and appropriations therefore.

LICENSES, PERMIT, AND INSURANCE
For the purpose of this Elevation Agreement, the HOMEOWNER and CONTRACTOR will be considered an independent HOMEOWNER and CONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The HOMEOWNER and CONTRACTOR shall obtain all necessary insurance, in the judgment of the HOMEOWNER and CONTRACTOR to protect themselves, GALVESTON COUNTY, the TWDB, and employees and officials of the TWDB from liability arising out of this Elevation Agreement. The HOMEOWNER and CONTRACTOR shall indemnify and hold the BOARD and the State of Texas harmless, to the extent the HOMEOWNER and CONTRACTOR may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the HOMEOWNER and CONTRACTOR, arising out of the activities under this Elevation Agreement.

The HOMEOWNER and CONTRACTOR shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the HOMEOWNER and CONTRACTOR to perform the subject work.

In addition, subcontracts are to be cost reimbursable. Lump sum subcontracts for services are not acceptable.

The Texas Water Development Board does not reimburse "handling costs" on expenses.

All travel is reimbursed at the current rate for state employees, which can be found at: http://window.state.tx.us/comptrol/texastra.html.
>>

GALVESTON COUNTY

____
Signature

Date:___________________________

HOMEOWNER

____
Signature

Date: 26 Nov 2013

____
Signature

Date: 11-26-13

CONTRACTOR

____
Signature

Date: 12-4-2013

Exhibit E

FEMA Record of Environmental Consideration
Special Conditions required on implementation of Projects:

Executive Order 11988 - Floodplains
The applicant is responsible for coordinating with and obtaining the required permissions from the local floodplain administrator prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

Executive Order 11988 - Floodplains
The applicant is responsible for providing the public with the finding and explanation of any final decision that the floodplain is the only practicable alternative at least 15 days prior to initiating work. This notification should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

Executive Order 11990 - Wetlands
The applicant is responsible for proper identification of wetlands and must ensure that there is no net loss of wetlands. The applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) prior to initiating work. The applicant shall comply with all conditions of the required permit. All coordination pertaining to these activities should be documented and copies forwarded to the State and FEMA as part of the permanent project files.

Executive Order 11990 - Wetlands
The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.

Endangered Species Act (ESA)
The number of vehicles transiting from the upland areas to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road will be kept to a minimum, and all vehicles must use the same pathway at each location.

Materials and equipment required for the structure elevations will be staged within the confines of the residential lot or in upland areas. Temporary, overnight storage of earth-moving equipment on the beach will not be allowed.

Between March 15 and October 1, educational signs will be developed and displayed in the vicinity of 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, informing the public about nesting sea turtles and what actions should be taken if these species are observed.

Between March 15 and October 1, no work will continue after dark at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, therefore no artificial lighting will be necessary.

Access to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road must be from previously existing access roads originating in upland areas.

Equipment must be properly maintained so that it is not leaking grease or oil on the beaches.

After an elevation project is completed, beach areas disturbed in the vicinity of 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road as a result of elevation work must be restored to pre-construction slope or contours and all ruts will be leveled.

An independent, qualified monitor or monitors will be hired by GALVESTON COUNTY to monitor the structure elevations at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road between March 15 and October 1. The monitor will survey the beach adjacent to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road for the presence of threatened and endangered species before work begins each morning, after work concludes for the day, and periodically throughout the day at such times deemed necessary by the independent monitor.

For work taking place at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533

Jamaica Beach Road between March 15 and October 1, work crews will be required to attend a half-day training session to learn how to recognize and avoid impacts to nesting sea turtles and what actions should be taken if these species are observed.

In the event that a Kemps Ridley sea turtle or its nest is encountered on or adjacent to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, construction activities will cease and the U.S. Fish and Wildlife Service (USFWS) will be contacted.

OTHER (enter specifics in comments)
If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).

Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)
Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Exhibit F

CIQ Form

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Tom Elevations

2 ☑ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

12-4-2013

Date

Adopted 06/29/2007

Exhibit G

Separate contract between Homeowner and Contractor for provision of Non-Elevation work

Exhibit G is not incorporated within AGREEMENT

Exhibit H

Blank FEMA NFIP Elevation Certificate and Instructions (2012 Edition), FEMA Form 086-0-33

FEMA

NATIONAL FLOOD INSURANCE PROGRAM

ELEVATION CERTIFICATE

AND

INSTRUCTIONS

2012 EDITION

National Flood Insurance Program

ELEVATION CERTIFICATE

Paperwork Reduction Act Notice

Public reporting burden for this data collection is estimated to average 3.75 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

Privacy Act Statement

Authority: Title 44 CFR § 61.7 and 61.8.

Principal Purpose(s): This information is being collected for the primary purpose of estimating the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas.

Routine Use(s): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-003 – National Flood Insurance Program Files System or Records Notice 73 Fed. Reg. 77747 (December 19, 2008); DHS/FEMA/NFIP/LOMA-1 – National Flood Insurance Program (NFIP) Letter of Map Amendment (LOMA) System of Records Notice 71 Fed. Reg. 7990 (February 15, 2006); and upon written request, written consent, by agreement, or as required by law.

Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to obtain flood insurance through the National Flood Insurance Program or the applicant may be subject to higher premium rates for flood insurance. Information will only be released as permitted by law.

Purpose of the Elevation Certificate

The Elevation Certificate is an important administrative tool of the National Flood Insurance Program (NFIP). It is to be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

The Elevation Certificate is required in order to properly rate Post-FIRM buildings, which are buildings constructed after publication of the Flood Insurance Rate Map (FIRM), located in flood insurance Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. The Elevation Certificate is not required for Pre-FIRM buildings unless the building is being rated under the optional Post-FIRM flood insurance rules.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management regulations that specify minimum requirements for reducing flood losses. One such requirement is for the community to obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the Federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA or LOMR-F request. Lowest floor and lowest adjacent grade elevations certified by a surveyor or engineer will be required if the certificate is used to support a LOMA or LOMR-F request. A LOMA or LOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 package, whichever is appropriate.

This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP non-residential buildings can be floodproofed up to or above the Base Flood Elevation (BFE). A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.

Additional guidance can be found in FEMA Publication 467-1, Floodplain Management Bulletin: Elevation Certificate, available on FEMA's website at http://www.fema.gov/library/viewRecord.do?id=1727.

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
National Flood Insurance Program

ELEVATION CERTIFICATE

IMPORTANT: Follow the instructions on pages 1–9.

OMB No. 1660-0008
Expiration Date: July 31, 2015

SECTION A – PROPERTY INFORMATION

	FOR INSURANCE COMPANY USE
A1. Building Owner's Name	Policy Number:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.	Company NAIC Number:
City State ZIP Code	

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) _____

A5. Latitude/Longitude: Lat. _____ Long. _____ Horizontal Datum: ☐ NAD 1927 ☐ NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number _____

A8. For a building with a crawlspace or enclosure(s):
- a) Square footage of crawlspace or enclosure(s) _____ sq ft
- b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____
- c) Total net area of flood openings in A8.b _____ sq in
- d) Engineered flood openings? ☐ Yes ☐ No

A9. For a building with an attached garage:
- a) Square footage of attached garage _____ sq ft
- b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____
- c) Total net area of flood openings in A9.b _____ sq in
- d) Engineered flood openings? ☐ Yes ☐ No

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number		B2. County Name			B3. State
B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/ Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use base flood depth)

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9:
☐ FIS Profile ☐ FIRM ☐ Community Determined ☐ Other/Source: _____

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☐ No
Designation Date: ____ / ____ / ____ ☐ CBRS ☐ OPA

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: _____ Vertical Datum: _____

Indicate elevation datum used for the elevations in items a) through h) below. ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____
Datum used for building elevations must be the same as that used for the BFE.

		Check the measurement used.
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	_____ . _____	☐ feet ☐ meters
b) Top of the next higher floor	_____ . _____	☐ feet ☐ meters
c) Bottom of the lowest horizontal structural member (V Zones only)	_____ . _____	☐ feet ☐ meters
d) Attached garage (top of slab)	_____ . _____	☐ feet ☐ meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	_____ . _____	☐ feet ☐ meters
f) Lowest adjacent (finished) grade next to building (LAG)	_____ . _____	☐ feet ☐ meters
g) Highest adjacent (finished) grade next to building (HAG)	_____ . _____	☐ feet ☐ meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	_____ . _____	☐ feet ☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

☐ Check here if comments are provided on back of form.
☐ Check here if attachments.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☐ Yes ☐ No

Certifier's Name		License Number	
Title	Company Name		
Address	City	State	ZIP Code
Signature	Date	Telephone	

PLACE SEAL HERE

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments

Signature Date

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B,and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

☐ Check here if attachments.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued

G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____ . _____ ☐ feet ☐ meters Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____ . _____ ☐ feet ☐ meters Datum _____

G10. Community's design flood elevation: _____ . _____ ☐ feet ☐ meters Datum _____

Local Official's Name Title

Community Name Telephone

Signature Date

Comments

☐ Check here if attachments.

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

BUILDING PHOTOGRAPHS

Continuation Page

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
National Flood Insurance Program

Instructions for Completing the Elevation Certificate

OMB No. 1660-0008
Expiration Date: July 31, 2015

The Elevation Certificate is to be completed by a land surveyor, engineer, or architect who is authorized by law to certify elevation information when elevation information is required for Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. Community officials who are authorized by law or ordinance to provide floodplain management information may also complete this form. For Zones AO and A (without BFE), a community official, a property owner, or an owner's representative may provide information on this certificate, unless the elevations are intended for use in supporting a request for a LOMA or LOMR-F. Certified elevations must be included if the purpose of completing the Elevation Certificate is to obtain a LOMA or LOMR-F.

The property owner, the owner's representative, or local official who is authorized by law to administer the community floodplain ordinance can complete Section A and Section B. The partially completed form can then be given to the land surveyor, engineer, or architect to complete Section C. The land surveyor, engineer, or architect should verify the information provided by the property owner or owner's representative to ensure that this certificate is complete.

In Puerto Rico only, elevations for building information and flood hazard information may be entered in meters.

SECTION A – PROPERTY INFORMATION

Items A1–A4. This section identifies the building, its location, and its owner. Enter the name(s) of the building owner(s), the building's complete street address, and the lot and block numbers. If the building's address is different from the owner's address, enter the address of the building being certified. If the address is a rural route or a Post Office box number, enter the lot and block numbers, the tax parcel number, the legal description, or an abbreviated location description based on distance and direction from a fixed point of reference. For the purposes of this certificate, "building" means both a building and a manufactured (mobile) home.

A map may be attached to this certificate to show the location of the building on the property. A tax map, FIRM, or detailed community map is appropriate. If no map is available, provide a sketch of the property location, and the location of the building on the property. Include appropriate landmarks such as nearby roads, intersections, and bodies of water. For building use, indicate whether the building is residential, non-residential, an addition to an existing residential or non-residential building, an accessory building (e.g., garage), or other type of structure. Use the Comments area of the appropriate section if needed, or attach additional comments.

Item A5. Provide latitude and longitude coordinates for the center of the front of the building. Use either decimal degrees (e.g., 39.5043°, -110.7585°) or degrees, minutes, seconds (e.g., 39° 30' 15.5", -110° 45' 30.7") format. If decimal degrees are used, provide coordinates to at least 4 decimal places or better. When using degrees, minutes, seconds, provide seconds to at least 1 decimal place or better. The latitude and longitude coordinates must be accurate within 66 feet. When the latitude and longitude are provided by a surveyor, check the "Yes" box in Section D and indicate the method used to determine the latitude and longitude in the Comments area of Section D. If the Elevation Certificate is being certified by other than a licensed surveyor, engineer, or architect, this information is not required. Provide the type of datum used to obtain the latitude and longitude. FEMA prefers the use of NAD 1983.

Item A6. If the Elevation Certificate is being used to obtain flood insurance through the NFIP, the certifier must provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

Item A7. Select the diagram on pages 7–9 that best represents the building. Then enter the diagram number and use the diagram to identify and determine the appropriate elevations requested in Items C2.a–h. If you are unsure of the correct diagram, select the diagram that most closely resembles the building being certified.

Item A8.a Provide the square footage of the crawlspace or enclosure(s) below the lowest elevated floor of an elevated building with or without permanent flood openings. Take the measurement from the outside of the crawlspace or enclosure(s). Examples of elevated buildings constructed with crawlspace and enclosure(s) are shown in Diagrams 6–9 on pages 8–9. Diagram 2, 4, or 9 should be used for a building constructed with a crawlspace floor that is below the exterior grade on all sides.

Items A8.b–d Enter in Item A8.b the number of permanent flood openings in the crawlspace or enclosure(s) that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. Estimate the total net area of all such permanent flood openings in square inches, excluding any bars, louvers, or other covers of the permanent flood openings, and enter the total in Item A8.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A8.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the crawlspace or enclosure(s) have no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter "0" (zero) in Items A8.b–c.

Item A9.a Provide the square footage of the attached garage with or without permanent flood openings. Take the measurement from the outside of the garage.

Items A9.b–d Enter in Item A9.b the number of permanent flood openings in the attached garage that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. This includes any openings that are in the garage door that are no higher than 1.0 foot above the adjacent grade. Estimate the total net area of all such permanent flood openings in square inches and enter the total in Item A9.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A9.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the garage has no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter "0" (zero) in Items A9.b–c.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

Complete the Elevation Certificate on the basis of the FIRM in effect at the time of the certification.

The information for Section B is obtained by reviewing the FIRM panel that includes the building's location. Information about the current FIRM is available from the Federal Emergency Management Agency (FEMA) by calling 1-800-358-9616. If a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR-F) has been issued by FEMA, please provide the letter date and case number in the Comments area of Section D or Section G, as appropriate.

For a building in an area that has been annexed by one community but is shown on another community's FIRM, enter the community name and 6-digit number of the annexing community in Item B1, the name of the county or new county, if necessary, in Item B2, and the FIRM index date for the annexing community in Item B6. Enter information from the actual FIRM panel that shows the building location, even if it is the FIRM for the previous jurisdiction, in Items B4, B5, B7, B8, and B9.

If the map in effect at the time of the building's construction was other than the current FIRM, and you have the past map information pertaining to the building, provide the information in the Comments area of Section D.

Item B1. NFIP Community Name & Community Number. Enter the complete name of the community in which the building is located and the associated 6-digit community number. For a newly incorporated community, use the name and 6-digit number of the new community. Under the NFIP, a "community" is any State or area or political subdivision thereof, or any Indian tribe or authorized native organization, that has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction. To determine the current community number, see the NFIP *Community Status Book*, available on FEMA's web site at http://www.fema.gov/fema/csb.shtm, or call 1-800-358-9616.

Item B2. County Name. Enter the name of the county or counties in which the community is located. For an unincorporated area of a county, enter "unincorporated area." For an independent city, enter "independent city."

Item B3. State. Enter the 2-letter state abbreviation (for example, VA, TX, CA).

Items B4–B5. Map/Panel Number and Suffix. Enter the 10-character "Map Number" or "Community Panel Number" shown on the FIRM where the building or manufactured (mobile) home is located. For maps in a county-wide format, the sixth character of the "Map Number" is the letter "C" followed by a 4-digit map number. For maps not in a county-wide format, enter the "Community Panel Number" shown on the FIRM.

Item B6. FIRM Index Date. Enter the effective date or the map revised date shown on the FIRM Index.

Item B7. FIRM Panel Effective/Revised Date. Enter the map effective date or the map revised date shown on the FIRM panel. This will be the latest of all dates shown on the map. The current FIRM panel effective date can be determined by calling 1-800-358-9616.

Item B8. Flood Zone(s). Enter the flood zone, or flood zones, in which the building is located. All flood zones containing the letter "A" or "V" are considered Special Flood Hazard Areas. The flood zones are A, AE, A1–A30, V, VE, V1–V30, AH, AO, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. Each flood zone is defined in the legend of the FIRM panel on which it appears.

Item B9. Base Flood Elevation(s). Using the appropriate Flood Insurance Study (FIS) Profile, Floodway Data Table, or FIRM panel, locate the property and enter the BFE (or base flood depth) of the building site. If the building is located in more than 1 flood zone in Item B8, list all appropriate BFEs in Item B9. BFEs are shown on a FIRM or FIS Profile for Zones A1–A30, AE, AH, V1–V30, VE, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO; flood depth numbers are shown for Zone AO. Use the AR BFE if the building is located in any of Zones AR/A, AR/AE, AR/A1 A30, AR/AH, or AR/AO. In A or V zones where BFEs are not provided on the FIRM, BFEs may be available from another source. For example, the community may have established BFEs or obtained BFE data from other sources for the building site. For subdivisions and other developments of more than 50 lots or 5 acres, establishment of BFEs is required by the community's floodplain management ordinance. If a BFE is obtained from another source, enter the BFE in Item B9. In an A Zone where BFEs are not available, complete Section E and enter N/A for Section B, Item B9. Enter the BFE to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

Item B10. Indicate the source of the BFE that you entered in Item B9. If the BFE is from a source other than FIS Profile, FIRM, or community, describe the source of the BFE.

Item B11. Indicate the elevation datum to which the elevations on the applicable FIRM are referenced as shown on the map legend. The vertical datum is shown in the Map Legend and/or the Notes to Users on the FIRM.

Item B12. Indicate whether the building is located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA). (OPAs are portions of coastal barriers that are owned by Federal, State, or local governments or by certain non-profit organizations and used primarily for natural resources protection.) Federal flood insurance is prohibited in designated CBRS areas or OPAs for buildings or manufactured (mobile) homes built or substantially improved after the date of the CBRS or OPA designation. For the first CBRS designations, that date is October 1, 1983. Information about CBRS areas and OPAs may be obtained on the FEMA web site at http://www.fema.gov/business/nfip/cbrs/cbrs.shtm.

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

Complete Section C if the building is located in any of Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO, or if this certificate is being used to support a request for a LOMA or LOMR-F. If the building is located in Zone AO or Zone A (without BFE), complete Section E instead. To ensure that all required elevations are obtained, it may be necessary to enter the building (for instance, if the building has a basement or sunken living room, split-level construction, or machinery and equipment).

Surveyors may not be able to gain access to some crawlspaces to shoot the elevation of the crawlspace floor. If access to the crawlspace is limited or cannot be gained, follow one of these procedures.

- Use a yardstick or tape measure to measure the height from the floor of the crawlspace to the "next higher floor," and then subtract the crawlspace height from the elevation of the "next higher floor." If there is no access to the crawlspace, use the exterior grade next to the structure to measure the height of the crawlspace to the "next higher floor."
- Contact the local floodplain administrator of the community in which the building is located. The community may have documentation of the elevation of the crawlspace floor as part of the permit issued for the building.
- If the property owner has documentation or knows the height of the crawlspace floor to the next higher floor, try to verify this by looking inside the crawlspace through any openings or vents.

In all 3 cases, provide the elevation in the Comments area of Section D on the back of the form and a brief description of how the elevation was obtained.

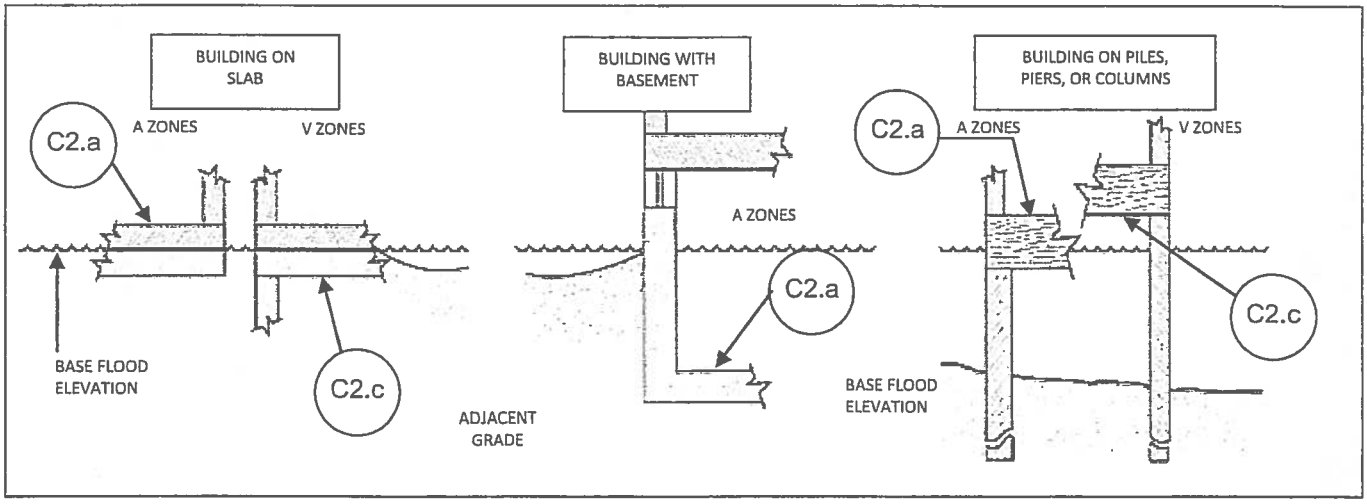
Item C1. Indicate whether the elevations to be entered in this section are based on construction drawings, a building under construction, or finished construction. For either of the first 2 choices, a post-construction Elevation Certificate will be required when construction is complete. If the building is under construction, include only those elevations that can be surveyed in Items C2.a–h. Use the Comments area of Section D to provide elevations obtained from the construction plans or drawings. Select "Finished Construction" only when all machinery and/or equipment such as furnaces, hot water heaters, heat pumps, air conditioners, and elevators and their associated equipment have been installed and the grading around the building is completed.

Item C2. A field survey is required for Items C2.a–h. Most control networks will assign a unique identifier for each benchmark. For example, the National Geodetic Survey uses the Permanent Identifier (PID). For the benchmark utilized, provide the PID or other unique identifier assigned by the maintainer of the benchmark. For GPS survey, indicate the benchmark used for the base station, the Continuously Operating Reference Stations (CORS) sites used for an On-line Positioning User Service (OPUS) solution (also attach the OPUS report), or the name of the Real Time Network used.

Also provide the vertical datum for the benchmark elevation. All elevations for the certificate, including the elevations for Items C2.a–h, must use the same datum on which the BFE is based. Show the conversion from the field survey datum used if it differs from the datum used for the BFE entered in Item B9 and indicate the conversion software used. Show the datum conversion, if applicable, in the Comments area of Section D.

For property experiencing ground subsidence, the most recent reference mark elevations must be used for determining building elevations. However, when subsidence is involved, the BFE should not be adjusted. Enter elevations in Items C2.a–h to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

Items C2.a–d Enter the building elevations (excluding the attached garage) indicated by the selected building diagram (Item A7) in Items C2.a–c. If there is an attached garage, enter the elevation for top of attached garage slab in Item C2.d. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If the building is located in a V zone on the FIRM, complete Item C2.c. If the flood zone cannot be determined, enter elevations for all of Items C2.a–h. For buildings in A zones, elevations a, b, d, and e should be measured at the top of the floor. For buildings in V zones, elevation c must be measured at the bottom of the lowest horizontal structural member of the floor (see drawing below). For buildings



elevated on a crawlspace, Diagrams 8 and 9, enter the elevation of the top of the crawlspace floor in Item C2.a, whether or not the crawlspace has permanent flood openings (flood vents). *If any item does not apply to the building, enter "N/A" for not applicable.*

Item C2.e Enter the lowest platform elevation of at least 1 of the following machinery and equipment items: elevators and their associated equipment, furnaces, hot water heaters, heat pumps, and air conditioners in an attached garage or enclosure or on an open utility platform that provides utility services for the building. Note that elevations for these specific machinery and equipment items are required in order to rate the building for flood insurance. Local floodplain management officials are required to ensure that all machinery and equipment servicing the building are protected from flooding. Thus, local officials may require that elevation information for all machinery and equipment, including ductwork, be documented on the Elevation Certificate. If the machinery and/or equipment is mounted to a wall, pile, etc., enter the platform elevation of the machinery and/

or equipment. Indicate machinery/equipment type and its general location, e.g., on floor inside garage or on platform affixed to exterior wall, in the Comments area of Section D or Section G, as appropriate. *If this item does not apply to the building, enter "N/A" for not applicable.*

Items C2.f–g Enter the elevation of the ground, sidewalk, or patio slab immediately next to the building. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

Item C2.h Enter the lowest grade elevation at the deck support or stairs. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

Complete as indicated. This section of the Elevation Certificate may be signed by only a land surveyor, engineer, or architect who is authorized by law to certify elevation information. Place your license number, your seal (as allowed by the State licensing board), your signature, and the date in the box in Section D. You are certifying that the information on this certificate represents your best efforts to interpret the data available and that you understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001. Use the Comments area of Section D, on the back of the certificate, to provide datum, elevation, openings, or other relevant information not specified on the front.

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

Complete Section E if the building is located in Zone AO or Zone A (without BFE). Otherwise, complete Section C instead. Explain in the Section F Comments area if the measurement provided under Items E1–E4 is based on the "natural grade."

Items E1.a and b Enter in Item E1.a the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG). Enter in Item E1.b the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the lowest adjacent grade (LAG). For buildings in Zone AO, the community's floodplain management ordinance requires the lowest floor of the building be elevated above the highest adjacent grade at least as high as the depth number on the FIRM. Buildings in Zone A (without BFE) may qualify for a lower insurance rate if an engineered BFE is developed at the site.

Item E2. For Building Diagrams 6–9 with permanent flood openings (see pages 8–9), enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the next higher floor or elevated floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG).

Item E3. Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, for the top of attached garage slab. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) *If this item does not apply to the building, enter "N/A" for not applicable.*

Item E4. Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, of the platform elevation that supports the machinery and/or equipment servicing the building. Indicate machinery/equipment type in the Comments area of Section F. *If this item does not apply to the building, enter "N/A" for not applicable.*

Item E5. For those communities where this base flood depth is not available, the community will need to determine whether the top of the bottom floor is elevated in accordance with the community's floodplain management ordinance.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

Complete as indicated. This section is provided for certification of measurements taken by a property owner or property owner's representative when responding to Sections A, B, and E. The address entered in this section must be the actual mailing address of the property owner or property owner's representative who provided the information on the certificate.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

Complete as indicated. The community official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Section C may be filled in by the local official as provided in the instructions below for Item G1. If the authorized community official completes Sections C, E, or G, complete the appropriate item(s) and sign this section.

Check **Item G1** if Section C is completed with elevation data from other documentation, including elevations obtained from the Community Rating System Elevation Software, that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. Indicate the source of the elevation data and the date obtained in the Comments area of Section G. If you are both a community official and a licensed land surveyor, engineer, or architect authorized by law to certify elevation information, and you performed the actual survey for a building in Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/A1–A30, AR/AE, AR/AH, or AR/AO, you must also complete Section D.

Check **Item G2** if information is entered in Section E by the community for a building in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

Check **Item G3** if the information in Items G4–G10 has been completed for community floodplain management purposes to document the as-built lowest floor elevation of the building. Section C of the Elevation Certificate records the elevation of various building components but does not determine the lowest floor of the building or whether the building, as constructed, complies with the community's floodplain management ordinance. This must be done by the community. Items G4–G10 provide a way to document these determinations.

Item G4. Permit Number. Enter the permit number or other identifier to key the Elevation Certificate to the permit issued for the building.

Item G5. Date Permit Issued. Enter the date the permit was issued for the building.

Item G6. Date Certificate of Compliance/Occupancy Issued. Enter the date that the Certificate of Compliance or Occupancy or similar written official documentation of as-built lowest floor elevation was issued by the community as evidence that all work authorized by the floodplain development permit has been completed in accordance with the community's floodplain management laws or ordinances.

Item G7. New Construction or Substantial Improvement. Check the applicable box. "Substantial Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a building, the cost of which equals or exceeds 50 percent of the market value of the building before the start of construction of the improvement. The term includes buildings that have incurred substantial damage, regardless of the actual repair work performed.

Item G8. As-built lowest floor elevation. Enter the elevation of the lowest floor (including basement) when the construction of the building is completed and a final inspection has been made to confirm that the building is built in accordance with the permit, the approved plans, and the community's floodplain management laws or ordinances. Indicate the elevation datum used.

Item G9. BFE. Using the appropriate FIRM panel, FIS Profile, or other data source, locate the property and enter the BFE (or base flood depth) of the building site. Indicate the elevation datum used.

Item G10. Community's design flood elevation. Enter the elevation (including freeboard above the BFE) to which the community requires the lowest floor to be elevated. Indicate the elevation datum used.

Enter your name, title, and telephone number, and the name of the community. Sign and enter the date in the appropriate blanks.

Building Diagrams

The following diagrams illustrate various types of buildings. Compare the features of the building being certified with the features shown in the diagrams and select the diagram most applicable. Enter the diagram number in Item A7, the square footage of crawlspace or enclosure(s) and the area of flood openings in square inches in Items A8.a–c, the square footage of attached garage and the area of flood openings in square inches in Items A9.a–c, and the elevations in Items C2.a–h.

In A zones, the floor elevation is taken at the top finished surface of the floor indicated; in V zones, the floor elevation is taken at the bottom of the lowest horizontal structural member (see drawing in instructions for Section C).

DIAGRAM 1A

All slab-on-grade single- and multiple-floor buildings (other than split-level) and high-rise buildings, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor is at or above ground level (grade) on at least 1 side.*

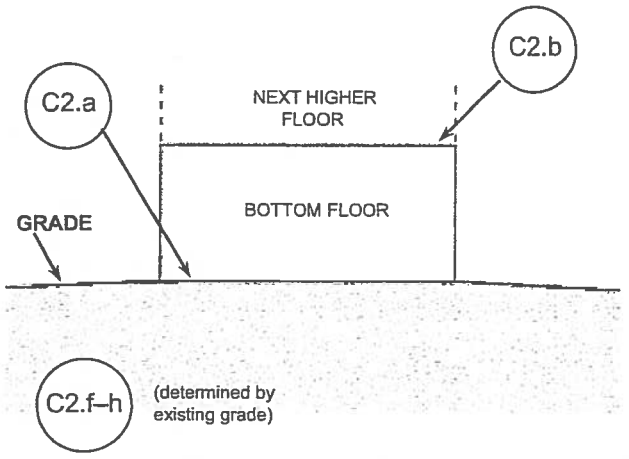


DIAGRAM 1B

All raised-slab-on-grade or slab-on-stem-wall-with-fill single- and multiple-floor buildings (other than split-level), either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor is at or above ground level (grade) on at least 1 side.*

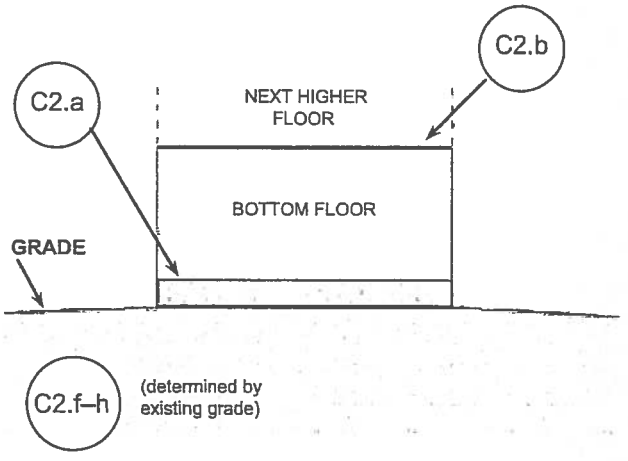
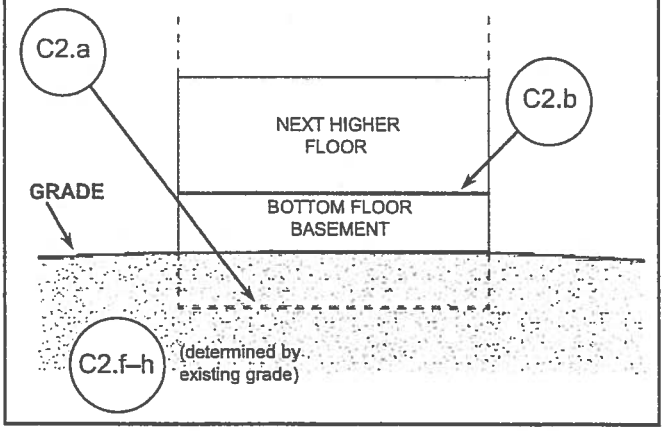


DIAGRAM 2

All single- and multiple-floor buildings with basement (other than split-level) and high-rise buildings with basement, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.*



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

DIAGRAM 3

All split-level buildings that are slab-on-grade, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (excluding garage) is at or above ground level (grade) on at least 1 side.*

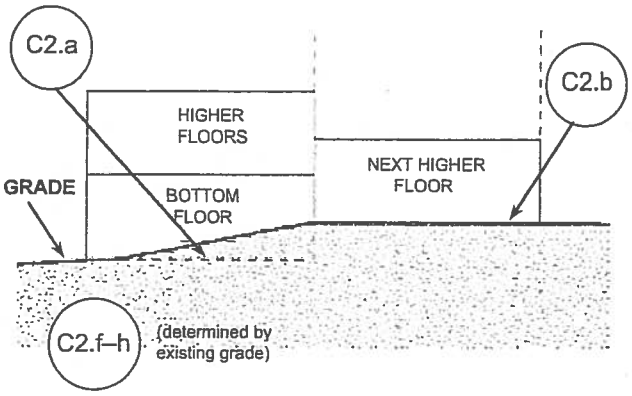


DIAGRAM 4

All split-level buildings (other than slab-on-grade), either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.*

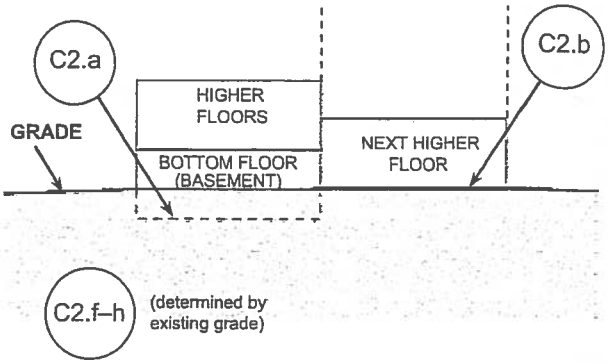


DIAGRAM 5

All buildings elevated on piers, posts, piles, columns, or parallel shear walls. No obstructions below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is open, with no obstruction to flow of floodwaters (open lattice work and/or insect screening is permissible).

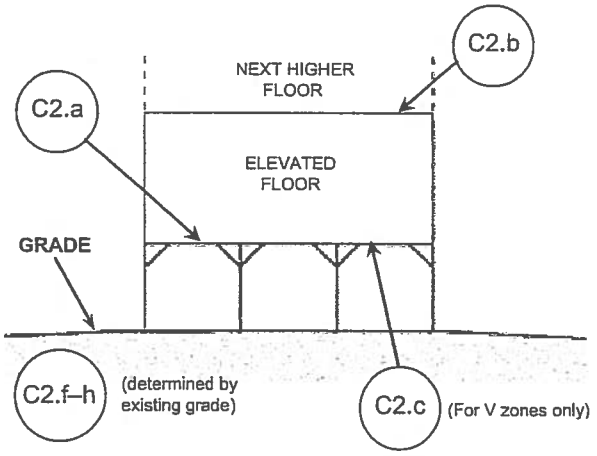
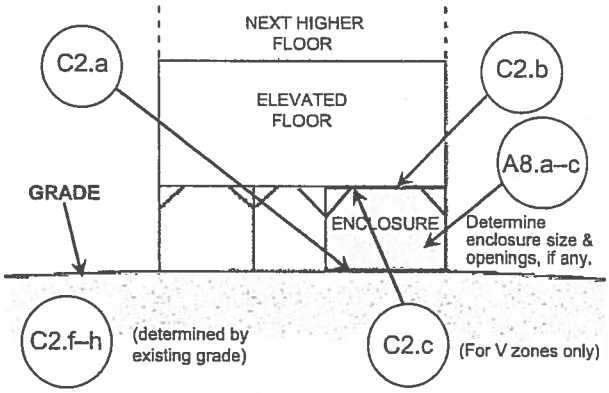


DIAGRAM 6

All buildings elevated on piers, posts, piles, columns, or parallel shear walls with full or partial enclosure below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

** An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

DIAGRAM 7

All buildings elevated on full-story foundation walls with a partially or fully enclosed area below the elevated floor. This includes walkout levels, where at least 1 side is at or above grade. The principal use of this building is located in the elevated floors of the building.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.

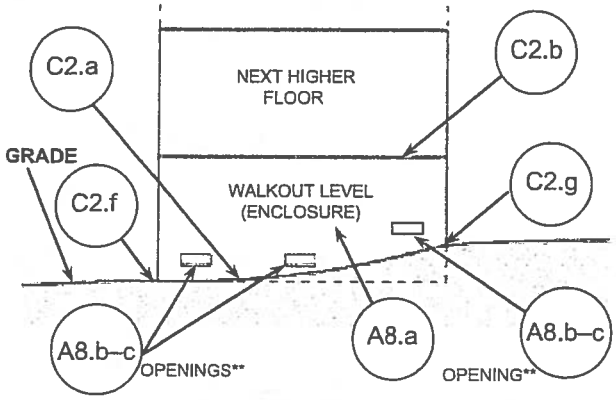


DIAGRAM 8

All buildings elevated on a crawlspace with the floor of the crawlspace at or above grade on at least 1 side, with or without an attached garage.

Distinguishing Feature – For all zones, the area below the first floor is enclosed by solid or partial perimeter walls. In all A zones, the crawlspace is with or without openings** present in the walls of the crawlspace. Indicate information about crawlspace size and openings in Section A – Property Information.

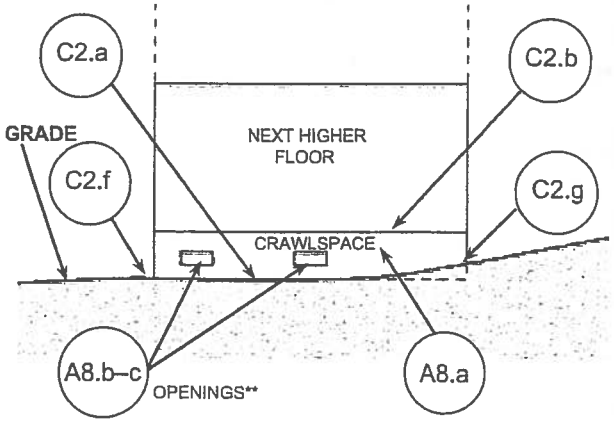
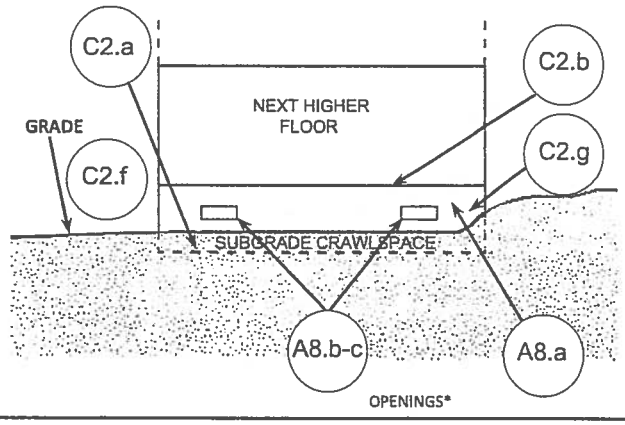


DIAGRAM 9

All buildings (other than split-level) elevated on a sub-grade crawlspace, with or without attached garage.

Distinguishing Feature – The bottom (crawlspace) floor is below ground level (grade) on all sides.* (If the distance from the crawlspace floor to the top of the next higher floor is more than 5 feet, or the crawlspace floor is more than 2 feet below the grade [LAG] on all sides, use Diagram 2.)



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

** An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

AGENDA ITEM #25.b.

State of Texas	§
	§
County of Galveston	§

Hurricane Ike Community Development Block Grant Disaster Recovery Supplemental – Monitoring Services Agreement

Article I. Parties

This Hurricane Ike Community Development Block Grant Disaster Recovery Supplemental - Monitoring Services Agreement (Agreement) is entered into by and between the County of Galveston, Texas (County) and Carrera Management Group, L.L.C. d/b/a H2Bravo (Contractor), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

Article II. Recitals

1. The County is a political subdivision of the State of Texas and is acting by and through its governing body, the Commissioners Court of Galveston County, Texas;

2. The County conducted Request for Proposal No. B131036 (RFP No. 131036), entitled CDBG Disaster Recovery Monitoring Program Galveston County, Texas, to seek a vendor to provide monitoring services in the County's Community Development Block Grant – Disaster Recovery Supplemental Housing Program;

3. The County published notice of RFP No. B131036 on August 8, 2013 and on August 15, 2013 in the Galveston County Daily News newspaper, a newspaper of general circulation in Galveston County, Texas;

4. The County opened the proposals in RFP No. B131036 on August 22, 2013 at 2:00 p.m.;

5. Contractor herein timely submitted a proposal in response to RFP No. B131036;

6. The Commissioners Court subsequently authorized negotiations with Contractor;

7. The County has complied with all competitive procurement requirements; and

8. The County and the Contractor wish to enter into a contract for the provision of monitoring services in the County's Community Development Block Grant – Disaster Recovery Supplemental Housing Program.

Now therefore, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article III. Terms

1. **Recitals**. The recitals set forth above are true and correct.

2. **Acronyms and definitions**. As used in this Agreement, the following acronyms and terms shall have the meaning referred to herein, unless defined differently elsewhere within this Agreement:

   a. BAFO means Contractor's Best and Final Offer dated September 6, 2013 and submitted to the Galveston County Purchasing Agent on September 6, 2013.

   b. CDBG means Community Development Block Grant.

   c. CDBG-DRS means the United States Department of Housing and Urban Development's Community Development Block Grant – Disaster Recovery Supplemental funds awarded to the State of Texas as a Grantee and to the County of Galveston as a sub-grantee due to Hurricane Ike.

   d. Commissioners Court means the Commissioners Court of Galveston County, Texas.

   e. GCHAP means the Galveston County Housing Assistance Program, that County department funded through the CDBG-DRS and performing the CDBG-DRS.

   f. GLO means the General Land Office of the State of Texas, a State agency of the State of Texas and the current State agency administering the CDBG-DRS.

   g. HUD means the United States Department of Housing and Urban Development.

   h. OMB means the United States Office of Management and Budget.

   i. State means the State of Texas.

3. **Scope of Services**

   a. **Monitoring Services in Round 1**. The CDBG-DRS was divided into two rounds. The County's CDBG-DRS Round 1 program is complete. Approximately 584 single family homes were rehabilitated or reconstructed (non-rentals) and 59 rental properties were assisted in the County's CDBG-DRS Round 1 for which monitoring duties remain outstanding. Contractor shall perform such monitoring services required under applicable Federal, State, and Local requirements in the County's CDBG-DRS Round 1 assisted properties. Contractor's monitoring services shall include verifying information to fulfill the County's obligations under the grant and include, but are not limited to, verifying that the respective homeowners/rental property owners maintain required insurance coverages, verifying annual ad valorem tax payments, and subrogation for single family and renter qualification for the rental program; monitoring services include:

      Non-Rental Monitoring Services (for three (3) years beyond the prescribed signing date):

      - Insurance monitoring – Flood insurance (when applicable), windstorm insurance, hazard insurance;

- Taxes – Ad valorem taxes;
- Deed – release and record in real property records within the Galveston County Clerk's Office a release of deed promptly once the homeowner has fulfilled their duties;
- Monthly reporting – Contractor will provide monthly reporting to the GCHAP;
- Quarterly reporting – Contractor will provide quarterly reporting to homeowners who are non-compliant;
- Other – associated services in conjunction with GCHAP.

Rental Monitoring Services (for five (5) years beyond the prescribed signing date):

- Insurance Monitoring – Flood insurance (when applicable), windstorm, hazard;
- Taxes – Ad valorem taxes;
- Lease agreements – yearly lease agreements will be sorted, logged, received, and reported by Contractor to the GCHAP;
- Deed - release and record in real property records within the Galveston County Clerk's Office a release of deed promptly once the property owner has fulfilled their duties;
- Monthly reporting – Contractor will provide monthly reporting to the GCHAP;
- Quarterly reporting – Contractor will provide quarterly notifications to non-compliant property owners; and
- Other – associated services in conjunction with GCHAP.

Additionally, monitoring services include that Contractor shall work with the GCHAP to develop a database management system to monitor compliance with such Federal, State, and local requirements. Finally, Contractor's monitoring services for Round 1 are described on pages 10 through 15 of its Proposal dated August 22, 2013. For ease of review, a copy of pages 10-15 of Contractor's Proposal is attached hereto as **Exhibit No. 1**. Contractor's entire Proposal dated August 22, 2013 is incorporated herein for all purposes, with the recognition and agreement to the modifications effected through Contractor's Best and Final Offer dated September 6, 2013. Contractor's Best and Final Offer dated September 6, 2013, BAFO, is attached hereto as **Exhibit No. 2** and incorporated herein for all purposes.

b. **Compensation.**

1.) Payments. County agrees to pay Contractor in accordance with Contractor's Best and Final Offer dated September 6, 2013 for Round 1. In no event shall the compensation paid under this Agreement exceed three hundred thousand dollars ($300,000.00).

2.) Invoicing. Notwithstanding the foregoing subsection, all payments to Contractor are conditioned upon County's receipt of an accurate, complete invoice from Contractor. All invoicing by Contractor shall be based on actual services

performed and in compliance with GLO, HUD, and other applicable requirements. Contractor shall submit monthly invoices with supporting documentation in a timely manner to the Galveston County Auditor's Office to the following mailing address:

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

Contractor agrees and understands that all requirements related to costs and invoicing are subject to requirements HUD, GLO, and other requirements of Federal and State law and regulations as applicable.

3.) Grant funds. Provided further, Contractor understands and agrees that it shall be paid exclusively from the CDBG-DRS allocated to the County and that the County has not set aside any County funds for the payment of obligations hereunder. While payments by County to Contractor are conditioned upon the County's receipt of the grant funds from the GLO, it is understood that the County will timely fulfill its obligations towards the GLO to ensure prompt receipt of such grant funds. For the avoidance of doubt, Contractor shall have no obligation to perform services under this Agreement in the absence of such grant funds or if insufficient grant funds have been allocated to the County.

c. **Confidentiality**. Contractor acknowledges and agrees that in the performance of its services hereunder it shall have access to information of beneficiaries in the CDBG-DRS that is protected by laws protecting privacy rights, including information that may be in a system of records for purposes of the federal Privacy Act or Freedom of Information Act, and including information that is confidential in accordance with Federal and/or State law. Contractor shall retain such information in a secure location and/or database and shall preserve the confidentiality of such information. Contractor shall disclose this information only on a need to know basis and only with authorized representatives of the GCHAP, the County Auditor's Office, the GLO, and other Federal and/or State agencies associated with the CDBG-DRS, or as required by law. In the event of a breach of security or a release of such information, Contractor shall, upon discovering the breach/release, immediately notify the County of such breach/release by notifying the Director of the GCHAP, James Gentile, so that corrective actions may be undertaken swiftly, including notice to any person(s) whose confidential information was released. Contractor shall follow-up such notification by providing written notification through electronic mail to James Gentile within twenty-four hours of such breach/release. The Director of the GCHAP shall thereafter immediately notify the Director of the County Legal Department of the breach/release. Contractor's failure to prove immediate notification of the breach/release and written notification within 24 hours shall be a material default of this Agreement and grounds for the immediate termination of this Agreement.

d. **Monitoring Services in Round 2.** This Agreement does not include monitoring services for the County's CDBG-DRS Round 2. In the event the Parties subsequently

mutually wish to include monitoring services for Round 2, then the Parties may enter into an agreement for Round 2 by amending this Agreement or through a separate agreement; provided however, that this Agreement does not obligate either Party to enter into such subsequent agreement or amendment.

4. **Term, Termination, and Associated Matters.**

a. **Term (5 years)**. This Agreement shall be effective on and from the date of the last Party executing hereto and it shall remain continuously in effect thereafter for a period of five (5) years or until all monitoring requirements associated with all beneficiaries in Round 1 have been satisfied, whichever comes earlier, unless this Agreement is terminated earlier as provided herein.

b. **Termination for Convenience**. County may terminate this Agreement for any reason or for no reason by giving Contractor written notice of termination at least thirty (30) calendar days prior to the date of termination.

c. **Termination for Cause**. A Party may terminate this Agreement upon default by the other Party. Default by a Party shall occur if the Party fails to perform its obligation(s) under this Agreement. Should a default occur, the Party against whom the default has occurred shall have the right to immediately terminate this Agreement upon providing a notice describing such default and intended termination to the other Party. Provided however, that the Party against whom the default occurred may, at its' sole discretion, stay the termination pending cure of the default, in which event the Party against whom the default has occurred shall also describe the cure period within the notice to be provided to the other Party. In no event shall any cure period exceed thirty (30) calendar days from the date of the notice.

d. **No liability for early termination**. In the event of early termination of this Agreement, the County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by Contractor. Provided however, that the Contractor shall be entitled to equitable and reasonable compensation for services performed through the effective date of termination.

e. **Remedies**. In addition to the remedies stated herein, the Party against whom the default occurred has the right to pursue other remedies permitted by law or in equity.

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 on the strict performance of any of the provisions contained herein or to exercise any right or remedy accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by an 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.

5. **Notice.**

a. **Form and Delivery**. 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 facsimile transmission, to the addresses/facsimile numbers 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 facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

To County:

Attn: Mark Henry,
County Judge of Galveston County, Texas
722 Moody, Suite 200
Galveston, Texas 77550
Facsimile: (409) 765-2915

With a copy to:

Attn: Rufus Crowder, CPPO, CPPB
Purchasing Agent of Galveston County, Texas
722 Moody, 5th Floor
Galveston, Texas 77550
Facsimile: (409) 621-7987

To Contractor:

Attn: Mark A. Howard, Managing Member,
Carrera Management Group, L.L.C. d/b/a H2Bravo
18723 Manchac Highlands Drive
Prairieville, Louisiana 70769
Facsimile: (225) ___-____

b. **Notice in event of evacuation/emergency contact information**. In the event the County declares a disaster under Chapter 418 of the Texas Government Code and a mandatory evacuation or voluntary evacuation is issued by the County or any municipality within the County, Contractor shall provide notice to the Director of the GCHAP of the names and phone numbers of its officers or employees to contact during continuation of the disaster and during recovery after the disaster. For purposes of this section, notice may be provided by facsimile transmission or by electronic mail. The facsimile number to James Gentile, the Director of the GCHAP, is (409) 766-4591 and the electronic mail address James Gentile is james.gentile@co.galveston.tx.us. The facsimile number for Contractor is (225) ___-____ and the electronic mail address for Mark A. Howard, the Contractor's designated contact, is mark@h2bravo.com. Contractor shall provide James Gentile with Contractor's emergency contact

information no later than fourteen (14) calendar days after the full execution of this Agreement. GCHAP shall thereafter enter such information into Blackboard Connect for furtherance of emergency planning and preparedness.

6. **Insurance**. Contractor shall obtain and thereafter continuously maintain in full force and effect, commercial general liability insurance, including bodily injury, property damage, and contractual liability with combined single limits of $1,000,000 per occurrence and $2,000,000 in the aggregate or as may be required by State or Federal law, whichever is greater, and professional liability insurance in the amount of $1,000,000 per occurrence and in the aggregate. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor. Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. The County of Galveston shall be named as an additional insured on the commercial general liability insurance policy. Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) days of execution of this contract as written proof of such insurance and further provided that Contractor shall not commence work under this contract until it has obtained all insurance required herein and provided written proof as required herein. Proof of renewal/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Said insurance shall not be cancelled, permitted to expire, or changed without thirty (30) days prior written notice to the County. Insurance required herein shall be maintained in full force and effect during the life of this contract; provided however, that if Contractor obtains insurance on a claims-made basis rather than on an occurrence basis, it shall purchase at the termination of this contract, and provide proof thereof, tail coverage for the period of the County's relationship with Contractor and such tail coverage must be in the minimum amounts set forth above. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Contractor shall not allow any subcontractor to commence work on a subcontract until such insurance required for the subcontractor has been obtained and approved.

7. **Indemnification. Contractor agrees to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless the County of Galveston, 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 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 in connection with any negligent act or omission or intentional misconduct by Contractor, its employees or agents, in the performance of this Agreement or in its use of County facilities and/or equipment. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from Contractor's, its employees or agents, negligent acts or omissions or**

intentional misconduct in the performance of this Agreement or use of County facilities and/or equipment.

Article IV. Non-Discrimination, Drug-Free Workplace, ADA, Section 3, and Other Terms

1. **Section 231.006, Family Code/Delinquent Child Support**. Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Contractor certifies that it, including all of its principals, is/are current in child support payments and therefore that it is eligible to receive payments from State funds under a contract for property, materials, or services. Contractor acknowledges and agrees that this Agreement may be terminated and payment withheld if this certification is inaccurate. Finally, Contractor certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Contractor within its response to the RFP and that all such persons are current in child support payments.

2. **Equal Employment Opportunity**. Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability, genetic information, or veteran status. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, disability, genetic information, or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, disability, genetic information, or veteran status. Contractor shall include the provisions herein in all subcontracts for any work to be performed under this Agreement, if any.

3. **Drug-Free Workplace**. Respondent shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder and maintain a drug-free work environment.

4. **Americans with Disabilities Act.** Contractor shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.

5. **Nondiscrimination.** Contractor acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, age, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:

   Title VI of the Civil Rights Act of 1964

Title IX of the Education Amendments of 1972
The Rehabilitation Act of 1973, Section 503
The Rehabilitation Act of 1973, Section 504
The Age Discrimination Act of 1975
The Drug Abuse Office and Treatment Act of 1972
The Drug-Free Workplace Act of 1988

6. **Certification Regarding Lobbying.** Contractor certifies, to the best of its knowledge and belief, that:

   a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Respondent, to any person for influencing or attempting to influence a department or employee of an agency, a member 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.

   b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a department or employee of any agency, a member of Congress, a department or employee of congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

   c. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

7. **Antitrust.** Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor certifies that neither Contractor nor any natural person, proprietorship, firm, corporation, partnership, association, or institution represented by Contractor or anyone acting for such natural person, proprietorship, firm, corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business.

8. **Non-Collusion**. Contractor acknowledges and agrees that collusion is prohibited and is grounds for termination of this Agreement by the County. Contractor acknowledges and agrees that it has not engaged in collusion in the procurement of this Agreement. Contractor has executed the Non-Collusion Affidavit which is attached hereto as **Exhibit No. 3** and which is incorporated herein for all purposes.

9. **Debarment/Suspension/Ineligibility**. Contractor certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Contractor has executed the Certification Regarding Debarment, Suspension,

Proposed Debarment, and Other Responsibility Matters which is attached hereto as **Exhibit No. 4** and incorporated herein for all purposes. Contractor agrees that it shall refund Galveston County for any payments made to it while ineligible. Contractor acknowledges that Contractor's uncured failure to perform under this Agreement, if such should occur, may result in Contractor being debarred from performing additional work for the County, the GLO, the State, HUD, and other Federal and State entities.

10. **Housing and Urban Development Act, Section 3 Compliance in the Provision of Training, Employment and Business Opportunities.**

a. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial party by persons residing in the area of the project.

b. The Parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the GLO issued thereunder prior to the execution of this Agreement. The Parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The Contractor will send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers representative of Contractor's commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the GLO issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant, its

contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135. Contractor acknowledges that noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

11. **Section 109 of the Housing and Community Development Act of 1974**. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

12. **Rehabilitation Act of 1973, as Amended, Section 504**. Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of the person's disability, be denied the benefits, or be subjected to discrimination, including discrimination in employment, any program or activity that receives the benefits from Federal financial assistance.

13. **Rehabilitation Act of 1973, Section 503 Handicapped (if $2,500 or over) Affirmative Marketing for Handicapped Workers**.

    a. Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to take affirmative marketing to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

    b. Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973 (Rehabilitation Act).

    c. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act.

    d. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation to take affirmative marketing to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e. Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act, and is committed to take affirmative marketing to employ and advance in employment physically and mentally handicapped individuals.

f. Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Rehabilitation Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

14. **Title VI Assurances/TxDOT**. The County is subject to Title VI of the Civil Rights Act of 1964 and the Federal and State laws and regulations of the United States Department of Transportation and TxDOT. Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

(1) **Compliance with Regulations**. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

(2) **Nondiscrimination**. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

(4) **Information and Reports**. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of

Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or

(b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions**. The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. **OMB Circular A-87**. OMB Circular A-87 (relocated to 2 C.F.R. Part 225) establishes principles and standards for determining costs for Federal awards carried out through grants to state and local governments and Contractor agrees that its' expenditures, accounting, invoicing, and record-keeping are subject its' strictures. Contractor shall expend, account, and invoice for funds in compliance with OMB Circular A-87 (relocated to 2 C.F.R. Part 225). Contractor shall maintain all records and supporting documentation for all expenditures of funds in compliance with OMB Circular A-87 and shall retain such records and supporting documentation for the greater of five (5) years from the closeout of this Agreement or the period required by applicable law and regulation. Allowability of costs shall be determined in accordance with HUD, CDBG, and GLO requirements. The County shall not be liable to Contractor for costs that are not allowable. Further, Contractor shall refund County any funds paid by County to Contractor that are subsequently determined to be disallowed; this provision shall survive the termination of this Agreement.

16. **Conflict of Interest**.

a. No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be

involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract. County shall comply with Chapter 171 of the Texas Local Government Code and 24 C.F.R. § 570.489(h).

b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.

c. The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

17. **Labor Standards**. Contract shall comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-Kickback" Act (29 C.F.R. Part 3), the Davis-Bacon and Related Acts (29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. Contractor is responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

18. **Interest of Contractor and Employees**. Contractor covenants that it presently has no interest and shall acquire no interest, direct or indirect, in the project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed

Article V. General Terms

1. **Incorporation of RFP No. B131036 and Contractor's Response.** RFP No. B131036 and all addenda thereto, if any, are incorporated herein for all purposes. Contractor's Proposal in RFP No. B131036 has already been incorporated into this Agreement for all purposes (see page 2 of this Agreement). Contractor's BAFO has also already been incorporated into this Agreement for all purposes (see page 2 of this Agreement). In the

event of any conflict between Contractor's Proposal and its subsequent BAFO, the terms of the BAFO shall control. In the event of any conflict between the terms of this Agreement, RFP No. B131036, Contractor's Proposal, and/or the BAFO, the terms of this Agreement shall control.

2. **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.

3. **Amendment**. This Agreement may be amended only by written instrument duly authorized by each Party hereto and duly executed by each Party hereto.

4. **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 Contractor 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 Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. The Contractor is not an agent or employee of the County for any purpose. The Contractor, its agents, employees or representatives may not speak/act on behalf of the Program. The Contractor and Contractor's employees are not eligible for, nor will be permitted to participate in, any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by the Contractor, its agents, employees or representatives.

5. **Compliance with Immigration Laws and use of E-Verify.** Contractor agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Contractor further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Contractor shall not employ unauthorized aliens, and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Contractor will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).

6. **Records Retention and Right to Audit**. Contractor shall keep and maintain all records associated with this Agreement for a minimum of five (5) years from the closeout of the CDBG-DRS, or as required by other Federal or State law or regulation, whichever period is longer. Contractor shall allow the County reasonable access to the records in Contractor's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. Contractor shall likewise allow reasonable access to representatives of the GLO, HUD, State Auditor's Office, the Office of Inspector General, the Comptroller's Office, and the General Accounting Office to the records in Contractor's possession, custody, or control that such entities deem necessary to facilitate review by such entities. Contractor shall comply with and cooperate in any investigation or audit by County, State, or Federal entities associated with the CDBG-DRS.

7. **Agreement Subject to Availability of Funds and Subject to Grant Funding.**

   a. Contractor acknowledges and agrees that this Agreement does not create a debt against the County, the State, or the GLO, and 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. Notwithstanding the foregoing, as this Agreement is pursuant to the CDBG-DRS, which is a grant program, Contractor acknowledges and agrees that the obligations of the County hereunder are contingent upon the continued availability of grant funding to meet the County's obligations. If the grant to the County is reduced, de-obligated, or otherwise discontinued or terminated, Contractor acknowledges and agrees that the County may immediately terminate this Agreement without penalty or any liability whatsoever on the part of the County, the State, the GLO, or HUD.

8. **Covenant against Contingent Fees**. Contractor 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 Contractor for the purpose of securing business. A breach or violation of this warranty constitutes a material default under this Agreement. For such default, the County shall have the right to immediately terminate this Agreement, or in its discretion to deduct from the price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Ownership of Documents, Records, Hardware, Furniture and Proprietary Software**

   a. Documents & Records: All County records, reports, documents, or other data, including electronic data, related to this Agreement and/or obtained or prepared by Contractor or its subcontractors, regardless of the source of information included therein, in connection with the performance of the services contracted for herein shall at all times be considered the property of the County, and shall, upon request, be returned by Contractor to the County.

   b. Proprietary Software & Other Materials: Contractor shall retain exclusive title to all proprietary software and other materials owned by Consultant or its subcontractors and used in the provision of services under this Agreement. Notwithstanding the foregoing, no materials, to include but not limited to reports, maps, data, databases, systems or documents, produced as a result of this Agreement, in whole or in part, shall be the subject of copyright, patent, or other intellectual property rights by Contractor.

10. **Subcontracting or Assignment**. Contractor 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 Contractor of any of its responsibilities under this Agreement. Failure to comply with this term shall be a material default under this Agreement and grounds for immediate termination of this Agreement.

11. **Change of Name or Ownership**. Contractor is responsible for the performance of this Agreement. In the event of any change of name or ownership, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized unless and until such change is approved by Commissioners' Court.

12. **Mergers and Acquisitions**. Contractor agrees that, during the term of this Agreement, it shall provide notice to the County within five (5) business days of a public announcement that all or a substantial portion of the assets of voting stock of Contractor will be acquired by a third party or of other major corporate restructuring. Further, Contractor shall, minimally, provide a corporate resolution to the County showing the successor entity for this Agreement and acceptance of obligations and liabilities hereunder.

13. **Worker's Compensation**. Contractor shall carry in full force Worker's Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the Contractor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by Contractor to the County. Alternatively, Contractor may carry an alternative plan of workers' compensation benefits in the State of Texas as permitted by law, such as a non-subscriber type plan.

14. **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 be an act of God, flood, hurricane, tropical storm, tornado, earthquake, other natural disaster, or the common enemy or the result of war, riot, civil commotion, terrorism, 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.

15. **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.

16. **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.

17. **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. The Parties agree that all obligations under this Agreement are performable in Galveston County, Texas and that this Agreement has been executed in Galveston County, Texas. Venue shall lie exclusively in Galveston County, Texas, notwithstanding anything to the contrary.

18. **No Third Party Beneficiary**. This Agreement inures only to the benefit of Galveston County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights in third parties.

19. **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.

20. **Authorized to do business in Texas**. Contractor represents and warrants that it is registered and in good standing with the Secretary of State of the State of Texas and that it is duly qualified and authorized to do business in Texas and to do business in the State of Texas under the name H2Bravo.

21. **Immunity Retained**. The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this 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.

22. **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.

23. **Email addresses**. Contractor consents to the disclosure of its electronic mail (email) addresses that are provided or disclosed to the County.

24. **Meaning of Words**. Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

25. **Headings**. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

26. **Execution and Exhibits Follow.** The Execution page of this Agreement is on page 20 of this Agreement. After the Execution page of this Agreement, the following Exhibits follow the Execution page and have been incorporated into this Agreement for all purposes:

Exhibit No. 1:	Pages 10-15 of Contractor's Proposal dated August 22, 2013;
Exhibit No. 2:	Contractor's Best and Final Offer dated September 6, 2013;
Exhibit No. 3:	Contractor's Non-Collusion Affidavit; and
Exhibit No. 4:	Contractor's Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.

The Parties acknowledge and agree that RFP No. B131036 and Contractor's Proposal also have been incorporated into this Agreement for all purposes – these two documents are not physically attached hereto, but the original of such documents are on file in the Office of the Galveston County Purchasing Agent, where they shall be retained for five (5) years from the closeout of this Agreement or as required by Federal or State law or regulations, whichever period is longer.

****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

Carrera Management Group,
L.L.C. d/b/a H2Bravo,
By: **Date Signed:**

Dec 5, 2013

Signature of Authorized Representative
for Contractor

MARK A. HOWARD Managing Member

Print Name and Title of Person
Signing above for Contractor

B. Methodology

Overview and Objective

Our understanding of the project indicates the Galveston County Housing Assistance Program (GCHAP) has completed its Round 1 Housing Program to rehabilitate and reconstruct approximately 600 homes damaged or destroyed by Hurricane Ike. As GCHAP prepares to move into Round 2, some Round 1 responsibilities remain. Since Galveston County is not an entitlement community, they have limited staff dedicated to housing programs and that staff is currently focused on the CDBG-DR Round 2 planning and implementation efforts. Further, our knowledge of the County, the County Leadership, and Key County Staff creates an understanding that the County has been the leader in the implementation of CDBG Housing Program in the State of Texas, and desires to maintain this edge with the best Monitoring Program as well. H2Bravo is committed to maintaining that goal.

For these and other reasons Galveston County is seeking a Program Management Consultant to work closely with the County to develop a GLO and HUD compliant Monitoring Program. This effort is designed to comply with the County's Subrecipient Agreement and effectively close out the Round 1 Program, making way for Round 2 implementation and monitoring. This approach demonstrates how H2Bravo intends to develop a Monitoring Program for the County, capitalizing on the efforts already undertaken by County staff and will supplement the Galveston County resources and assist in adherence with Round 1 monitoring requirements.

H2Bravo recommends a phased approach to accomplish this effort, briefly described in the following three phases:

Phase 1, Project Initiation, will include basic project management activities, but most importantly develop a web based Applicant Monitoring Data Management System with associated details and requirements, and an Operations Plan that supports how the monitoring of beneficiaries of the Round 1 Housing Program will occur.

Phase 2, Data Research, Transfer, and Methodology Development includes the gathering of all source data and population of the data management system in preparation for monitoring implementation and generating reports for the County.

Phase 3, Monitoring Implementation includes the implementation of the Operations Plan the other aspects of this proposal and conducting the monitoring effort that is needed for program compliance.

EXHIBIT NO. 1

At the County's option, the Round 2 Compliance Monitoring will be accomplished with a similar methodology, however there will be minimal database development as the Round 1 database architecture can be utilized for the Round 2 program.

Proposed Approach and Methodology

The proposed approach and methodology is based on our experience with housing programs and our understanding of the scope of work provided by the County. As we suspect there will be some unknown aspects of a comprehensive monitoring program at this point, and H2Bravo is willing to work with the County to modify this approach to ensure a quality product is delivered.

As stated above, we foresee a three phase approach to the implementation of the project as follows:

Phase I - Project Initiation

Our company policy requires that project management protocols are closely followed to ensure we effectively communicate with our clients and provide quality services to their satisfaction. Every project we manage begins with a **Kickoff Meeting** that confirms the scope and schedule coupled with any requirements the client may have for progress reporting. The kickoff meeting is the venue for clear communication and understanding for both parties, and begins the relationship building for what will be a long-term project.

H2Bravo strives to incorporate the latest and best available technology to our projects when the scope of work requires intensive data management protocols. We propose to work with GCHAP Staff to develop a web-based Data Management System as a tool to monitor compliance for the Round 1 Housing Program. GCHAP will have online access to the database at anytime, and will own the final product and have access to the information in static form upon contract completion.

Data Management System will identify and contain:

- Applicant Administrative Data
- Assistance provided to each applicant
- Data and Date fields for monitoring information
- Insurance & Subrogation requirements
- An online Document Repository

- Standard Report formats

H2Bravo will work with the County to design an **Operations Plan** that describes methodologies on how Round 1 program beneficiaries will be monitored. Our basic approach to developing the Operations Plan includes:

- Monitoring Topics and GLO/HUD requirements
- How applicants will be contacted for compliance information;
- Information and documents submitted to verify compliance;
- The Monthly, Quarterly, and Annual monitoring requirements;
- Reporting requirements

Monitoring Programs normally include a method for contacting beneficiaries on at least an annual basis to gather information relative to compliance with the conditions of receiving a HUD CDBG-DR grant. Applicants for a HUD CDBG-DR program should have signed an Unsecured Forgivable Promissory Note, or another form of agreement, and may have had some sort of lien filed on the property when the project was closed out from construction. Basic agreements from these instruments normally include primary residence for the specified period, maintenance of insurance (homeowner's, wind, and flood), maintenance and repair of the dwelling, and payment of all taxes, and liens. H2Bravo proposes to work with the County to develop the policies, protocols, and procedures to develop a monitoring program that is compliant with GLO and HUD requirements.

The desired endstate for Phase 1 is to have an operational Data Management System and an approved Operations Plan ready for implementation.

Phase 2 – Data Research, Transfer, and Methodology Development

Upon completion and approval of the Data Management System and Operations Plan by Galveston County, H2Bravo will work with County Staff to secure digital and hard copy applicant information and populate the database with applicant information. For digital information, if the County can provide the applicant contract information in Excel or .dbf format, the transfer into the Monitoring Data Management System will be relatively easy. For hard copy files, our team will research each applicant file for pertinent information relating to the Compliance Review Topics. The data management system will have the ability to store documents electronically in a PDF Library, therefore we feel the most practical approach is to pull information from paper files, scan, and upload to the database for quick reference. Should electronic means of data transfer not align with the database management system or other

complications arise with naming conventions, H2Bravo is prepared to provide the staff support for any manual entry required.

The added benefit of this methodology will also assist the County should GLO or HUD conduct a Monitoring Visit of the County's program, so audit representatives will not have to rifle through paper files to locate the information needed to evaluate the program, but simply log into the data management system and view files from the web.

Recent regulations and requirements from HUD relating to the protection of Personally Identifiable Information (PII) within housing programs require upgraded security. The need to protect PII is paramount, therefore H2Bravo proposes to only use information related to the dwelling and not the individual, and protect the information through IT security and the use of applicant ID numbers. Encryption measures accepted as the standard for the IT industry will be used on all web based systems, and only authorized users with username/password protection will be allowed to access the site.

During this phase H2Bravo will also develop and present the communication tools proposed for applicant monitoring activities, including Monitoring Letters, procedures for securing information for applicants, Landlord Reporting, and summary reports. Our proposed methodology to verify compliance consists of a 3 Step Process including:

1. **Contacting the Applicant through Direct Mailing.** H2Bravo will develop a mail out form for the applicant to read, briefly answer county-approved monitoring questions, sign, and return in a stamped envelope provided to a H2Bravo mailbox location. Applicant answers will be validated through 3rd party verification of tax payment (or waivers), insurance renewal, and subrogation, and the form will be uploaded to the database noting compliance with the program requirements.
2. **Site Visits.** Should an applicant not comply with the mailed form, 3rd party verification of monitoring topics will occur through online and County resources. The verified or unverified information will be provided to an H2Bravo Inspector who will then conduct a site visit to contact the applicant directly and have the form filled out and signed.
3. **Non-Compliance with Contact Attempts.** Should an applicant not comply with the repeated attempts noted above, H2Bravo will work with the County Staff and Legal Department to place the applicant on notice of non-compliance. H2Bravo will further work with the County to seek additional measures to verify compliance with the monitoring review topics.

Landlord / Rental Program monitoring will occur using the same methodology above, however the Landlord Applicants reporting format will include additional certifications concerning tenant

income provisions. The same contact methodology will be utilized; except the applicant's place of business will be the address information is mailed to. Site Visits to the rental dwelling will also occur to verify landlord statements / affirmations on the compliance form with the tenants.

Tracking of the monitoring progress will come from the reporting functions of the data management system. H2Bravo and the County can develop custom reporting and tracking processes to develop criteria for what applicant needs to be monitored, dates letters and visits occur, and when the applicant has fulfilled the grant obligation and the lien on the property, if filed, is released. Any reporting requirements to the GLO can also be developed and provided to the County for submission to the GLO.

Phase 2 of the monitoring program will be considered complete when all data is input into the data management system and the County has approved the monitoring methodology.

Start-Up Timeline.

We anticipate the timeline for Start-Up Activities, Phases 1 & 2, to take approximately 30 days from contract initiation dependent on what format that the County provides the Applicant Data. Manual entry of data into the Data Management System may require additional start up time.

Phase 3 – Monitoring Implementation

The implementation of the Monitoring activities will occur on a routine basis as approved by the County in the Operations Plan. As outlined above, H2Bravo will implement a Monitoring Rhythm that will track the date an individual applicant needs a monitoring letter or visit and maintain the data management system up to date so program statistics can be tracked and reported. We suggest monthly meetings with the County staff and leadership to review monitoring results, update on progress, report any issues, and seek any guidance on program policy adjustments. We can also arrange for conference calls and net meetings to review specific files or answer any questions on the program process between monthly meetings.

C. Staffing

As outlined in Figure 1, Organizational Chart above, H2Bravo proposes to staff this project with a mix of principal leadership, project management subject matter expertise, local (in Galveston County) administrative and inspection assistance, and subcontracted IT development. Mark Howard and Chad Herndon represent the principal leadership and project management

expertise, Reid Bruce as the program planner and technical resource, Ms. Mercy Wallace providing administrative and inspection support, and Mr. Anthony Pounders providing database development solutions and support. Should the need arise to augment our core team with additional support staff, H2Bravo will hire local employees to assist with this project.

D. Financial Accountability, Reporting and Record Keeping

Financial Accountability. Although the scope of this program does not require the financial management or accountability of government funds in a manner that other housing programs that disburse funds, our team works closely with grant recipients to develop financial management processes that facilitate the oversight of any required payments and fiscal accountability. We rely on years of best practices and core abilities from years of CDBG-DR management to institute financial processes that ensure compliance with HUD regulations. Our team will work with the County to establish and maintain financial processes that:

1. Emphasize effective internal controls including separation of duties, and regular reconciliation of CDBG specific duties or accounts;
2. Address previous monitoring or audit findings related to this project;
3. Provide independence and objectivity;
4. Utilize proven fraud prevention and detection practices;
5. Offer recurring reviews of grant policies and discuss challenges.

In addition to our experience with federal and state grant policies and regulations, our team has significant experience with federal and state accounting regulations and advising state agencies on compliance.

Reporting. Reporting on the progress of the project will be provided via online reports generated from the data management system, monthly review meetings, conference calls, or special meetings to resolve issues. Typical reporting functions will include a Production Report that delineates the Working Population, number of required monitoring activities needed to occur within a specified time, activities conducted over the last 30 days, activities expected to be conducted over the next 30 days, results of current activities, specific issues or concerns, and resolution requirements of monitoring findings. The County will be able to view individual records and data via the data management system at any time.

Record Keeping Systems. Preparation for monitoring visits or audits from the GLO or HUD begins with organized and accessible documents, and our team utilizes the latest technologies to maintain the highest quality records. We use a secure, web-based data management system for scanning of all program records. We strive to develop a user interface to provide the County

September 6, 2013

Mr. Rufus Crowder, CPPO CPPB
Purchasing Agent
Galveston County
722 Moody Street, Fifth Floor
Galveston, TX 77550

Re: Best and Final Offer for Pricing
Request for Proposal for CDBG Disaster Recovery Monitoring Program,
RFP No. B131036

Dear Mr. Crowder:

We are pleased to present our Best and Final Officer of the pricing portion of the subject proposal. The pricing details and cost assumptions are provided below.

Pricing for monitoring services is divided between Round 1 and Round 2 of the HUD CGBG funding as requested in the RFP. H2Bravo offers the BAFO pricing as follows:

Round 1	
Project Initiation:	**$25,000.00**
Single Family Program through September 2015:	**$220,000.00**
Rental Program through October 2017:	**$55,000.00**
Round 1 Total:	**$300,000.00**

Round 2	
Project Initiation:	**$5,000.00**
Single Family Program through September 2017*:	**$474,516.00**
Rental Program through October 2019*:	**$94,560.00**
Round 2 Total:	**$574,076.00**

* Assumed monitoring dates depending on Round 2 construction timelines

General Pricing Assumptions:

1. County will provide access to digital and hard copy Applicant Data for Round 1 & 2
2. County Round 1 & 2 Guidelines and Unsecured Forgivable Loan Contracts outline the totality of compliance requirements and monitored through mailings and online resources. Any other requirements will be negotiated.
3. Round 2 units are similar in number to Round 1 units at 600 single family reconstructions/rehabilitations, 59 landlord/rental reconstructions/rehabilitations
4. H2Bravo will have access to County Legal Department, if needed
5. All representations to the applicants are from the County (ie Monitoring Letters sent under County letterhead so Applicants are more inclined to respond to an Official Request)

Carrera Management Group, LLC DBA H2Bravo
18723 Manchac Highlands Drive
Prairieville, LA 70769
Tel 225.614 7961

EXHIBIT NO. 2

We look forward to working with the County and ask your favorable consideration.

Sincerely,

Mark A. Howard
Managing Member

Carrera Management Group, LLC DBA H2Bravo
18723 Manchac Highlands Drive
Prairieville, LA 70769
Tel. 225.614.7961

State of Texas §
§
County of Galveston §

NON-COLLUSION AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared Mark Howard (Affiant), who being first duly sworn, deposes and certifies that:

- Affiant is the Manager of Carrera Management Group, L.L.C. d/b/a H2Bravo, that submitted the proposal in RFP No. B131036, CDBG Disaster Recovery Monitoring Program, Galveston County, Texas;
- Affiant is a duly authorized representative of Proposer and is authorized to make this Non-Collusion Affidavit;
- Proposer's proposal is genuine and not a collusive or sham bid/proposal;
- Proposer's proposal was independently arrived at without collusion with any other bidder, proposer, person, firm, competitor, or potential competitor;
- Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham bid or proposal that such other bidder, proposer, person, firm, competitor, or potential competitor shall refrain from bidding;
- Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the Proposer's proposal or the bid/proposal of any other bidder or proposer;
- Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the price or prices of any other bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in Proposer's proposal or the bid/proposal of any other bidder/proposer; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Proposer as well as to Affiant signing on its behalf.

Signature of Affiant

SWORN TO and **SUBSCRIBED** before me this 5 day of December, 2013.

Notary Public

My Commission Expires: _____

S. DIANE BEADLE
LSNID # 92937 - NOTARY PUBLIC
STATE OF LOUISIANA
PARISH OF ASCENSION
NOTARIAL COMMISSION IS FOR LIFE.

EXHIBIT NO. 3

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

Proposer: Carrera Management Group, L.L.C. d/b/a H2Bravo **Date of Certification:** Dec 5, 2013
Procurement: RFP No. B131036, CDBG Disaster Recovery Monitoring Program, Galveston County, Texas

Proposer **CERTIFIES**, to the best of its knowledge and belief, that **Proposer and/or any of Proposer's Principals**:

1.) Are **NOT** presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency;
2.) Have **NOT**, within a three-year period preceding the date of this Certification, nor within the three-year period preceding the submission of its proposal, been convicted of or had a civil judgment rendered against it or them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state, or local government contract or subcontract; violation of a Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or any of the offenses listed in 2 C.F.R. Part 180, § 180.800;
3.) Are **NOT** presented indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the above subdivision (subdivision (2));
4.) Have **NOT**, within a three-year period preceding the date of this Certification, nor within the three-year period preceding the submission of its proposal, had any Federal, state, or local transaction terminated for cause or default.

The term "Principal" herein means: i.) an officer, director, owner, partner, principal investigator, or other person within the participant with management or supervisory responsibilities related to a covered transaction; or ii.) a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Proposer shall provide immediate written notice to the Galveston County Purchasing Agent at any time prior to award, if the Proposer learns that its certification was erroneous when submitted or that it has become erroneous by reason of changed circumstances. Proposer further agrees that if it is awarded a contract by Galveston County, that it shall immediately provide written notice to the Galveston County Purchasing Agent in the event any of the certifications listed herein become no longer accurate due to changed circumstances. Proposer further agrees that if it is awarded a contract by Galveston County, that it shall include these certification requirements in all contracts between itself and any subcontractors in connection with services performed under this grant program.

Proposer acknowledges that this Certification is a material representation of fact upon which Galveston County relies when making award. If Proposer is awarded a contract by Galveston County and it is discovered that the facts certified to herein are not true, then Galveston County, in addition to other remedies, may terminate its agreement with Proposer for default.

Proposer **Represents** and **Warrants** that the individual executing this Certification on its behalf has the full power and authority to do so and to legally bind Proposer to the terms herein.

By: _____
Signature

Mayle A. Howard, Managing Member
Printed name and title of person signing above for Proposer

Sworn to and Subscribed before me on this 5 **day of** December, **2013.**

_____
Notary Public in and for the State of ~~Texas~~ Louisiana

My commission expires: _____

S. DIANE BRADLE
LSNID # 92937 - NOTARY PUBLIC
STATE OF LOUISIANA
PARISH OF ASCENSION
NOTARIAL COMMISSION IS FOR LIFE.

EXHIBIT NO. 4

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 12/04/2013	2. Contract Type: Expense Revenue Other	3. Renewal Contract: Yes / No
4. Department Name: Housing Department	5. Department Contact: James Gentile	
6. Description: Hurricane Ike CDBG-DR Supplemental Monitoring Services Agreement for Round 1 Non-Rental and Rental Programs		
7. IFAS PEID No: 716015	8. IFAS Req No:	9. Orgkey: 2914152500 / 10. Object Code: 5481000
11. Vendor: Carrera Management Group, LLC dba H2Bravo	12. Vendor Contract No: B131036	
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
CDBG-Housing	2914	300,000	60,000	60,000	60,000	60,000	60,000
22. Totals:		-	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date:	Auto Renewal Contract: Yes / No	Bid No: B131036
Contract End Date:	Contract # Issued By Purchasing: CM13295	

Term STARTS when fully executed, 5yr

Approved By:	Signature	Date
Department Head:	[signature]	12/4/13
Assistant Purchasing Agent:	Gren A. McLane, CPPB	12/4/2013
County Legal:	[signature]	12-4-13

Contract listed in Budget Documentation YES NO

for County Budget Office: [signature] 12-4-13

Budget Available and Funds are/will be Available YES NO

County County Auditor: [signature] 12-4-13

AGENDA ITEM #26.a.1.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Information Technology	BA 14-027-1210-A
Date Submitted:	December 3, 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 Information Technology reorganization for 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)*
1101 - General Fund	110000 - General Government	5100000-Salaries	87,448	
1101 - General Fund	110000-General Government	5152102 - Medicare	1,268	
1101 - General Fund	110000-General Government	5153000 - Pension	9,672	
1101 - General Fund	110000-General Government	5154000 - Alternate Plan	7,665	
1101 - General Fund	920180 - Fund Balance Reserves	5930000 - Budgeted Reserves	108,507	
TOTAL - Transfer From			$ 214,560	

TRANSFER TO

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	159100 - Information Technology	5100000-Salaries	168,523	
1101 - General Fund	159100 - Information Technology	5151000 - Group Health Insurance	9,860	
1101 - General Fund	159100 - Information Technology	5152102 - Medicare	2,444	
1101 - General Fund	159100 - Information Technology	5153000 - Pension	18,961	
1101 - General Fund	159100 - Information Technology	5154000 - Alternate Plan	14,772	
TOTAL - Transfer To			$ 214,560	

ADDITIONAL COMMENTS:
The Director of Information Technology is requesting funds to re-organize the Information Technology office. The request includes two new positions and salary increases for five positions. This re-organization is to become effective at the beginning of pay period #26 (December 5, 2013).

Departmental Authorization Date

Human Resources Department Date

for Denise G Yearns 12/4/13
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:_____

County of Galveston, Texas
Schedule of Reorganization of the Information Technology Department
For Fiscal Year 2014

Former Position Titles	Former Grade /Step	Former Annualized Salaries (Including Supplement)	Proposed Position Titles	Proposed Grade /Step	Proposed Annualized Salaries (Including Supplement)	FY2014 Variance	Proposed Salaries For the Remainder of FY2014	Proposed Total Fringe Benefits	Proposed Total Salaries and Fringe Benefits
Sharepoint/Onbase Administrator	20E	$52,204	IT Services Manager	20I	$57,571	$5,367	$4,402	$946	$5,348
Systems Administrator - Odyssey	21E	57,571	Odyssey System Lead	21G	60,461	2,890	2,370	509	2,879
Server Support Specialist	20E	52,204	Law Enforcement System Lead	20I	57,571	5,367	4,402	946	5,348
IT Asset Control	20B	48,512	Administrative, Purchasing, and Budget Supervisor	20G	54,821	6,309	5,173	1,110	6,283
Applications/Infrastructure Manager	25G	89,511	Infrastructure Manager	28B	106,307	16,796	13,771	2,956	16,727
New Position			Applications Development Manager	28B	106,307	106,307	86,753	23,552	110,305
New Position			ECM/BPR Lead	22E	63,496	63,496	51,652	16,018	67,670
Totals		$300,002			$506,534	$206,532	$168,523	$46,037	$214,560
			Funds Set Aside in General Government for Raises				-87,448	-18,605	-106,053
			Funds Requested from Reserves				$81,075	$27,432	$108,507

AGENDA ITEM #26.a.2.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	**Sheriff - Auto Crimes Task Force**	**BA 14-028-1210-B**
Date Submitted:	**December 3, 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 reclassification of the Office Manager to Crime Analyst.

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	110000 - General Government	5910100 - Grant Match - Mandatory	1,354	
TOTAL - Transfer From			$ 1,354	

TRANSFER TO

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	110000 - General Government	5910100 - Grant Match - Mandatory	1,354	
TOTAL - Transfer To			$ 1,354	

ADDITIONAL COMMENTS:

The Sheriff - Auto Crimes Task is requesting the position of Office Manager (Position #403) to be reclassified to Crime Analyst.

Title of Position	Grade /Step	2014 Annualized Salary	2014 Annualized Salary and Fringe Benefits	2014 Salary and Fringe Benefits for Remainder of Fiscal Year 2014	Auto Crimes Portion - 2014 Salary Increase and Fringe Benefits for Remainder of Fiscal Year 2014	General Fund Portion - 2014 Salary Increase and Fringe Benefits for Remainder of Fiscal Year 2014
Current Position:						
Office Manager	12M	$42,935	$58,210	$47,229		
Proposed Position:						
Crime Analyst II	16K	$49,713	$66,464	$53,997	$5,414	$1,354
Request		$6,778	$8,254	$6,768	$5,414	$1,354

Departmental Authorization — Date

Human Resources Department — Date

for Budget Office Authorization — Date 12/14/2013

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 #26.a.3.

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Various Departments	BA 13-096-1210-A
Date Submitted:	December 4, 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 intradepartmental interdepartmental transfers to cover overage in various categories I various departments in fiscal year 2013.

This budget amendment does not increase the budget for FY 2013.

TRANSFER FROM

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	920180 - Fund Balance Reserves	5930000 - Budgeted Reserves	153,511	
2207 - Appellate Judicial Fund	000000 - Appellate Judicial	3532001 - Unreserved Fund Balance	44,000	
2230 - Juvenile Justice Fund	256105 - Juvenile Justice Administration	Various Expenditures	10,358	
2230 - Juvenile Justice Fund	920180 - Fund Balance Reserves	5930000 - Budgeted Reserves	12,231	
2420 - Indigent Health Care Fund	920180 - Fund Balance Reserves	5930000 - Budgeted Reserves	290,355	
2601 - Beach and Parks Fund	920180 - Fund Balance Reserves	5930000 - Budgeted Reserves	3,922	
3120 - Limited Tax County Buildings, Series 2009B	179010 - Administration	579010 - Unallocated Appropriations	3,421	
6123 - Group Health Insurance Fund	920180 - Fund Balance Reserves	5930000 - Budgeted Reserves	64,658	
TOTAL - Transfer From			$ 582,456	

TRANSFER TO

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	Various Departments	Various Expenditures	153,511	
2207 - Appellate Judicial Fund	125400 - Appellate Justice System Fees	5431009 - Court of Appeals Expense	44,000	
2230 - Juvenile Justice Fund	256105 - Juvenile Justice Administration	5112001 - Terminal Vacation and Sick Leave	22,589	
2420 - Indigent Health Care Fund	440110 - Indigent Health Care	5481000 - Contract Services	290,355	
2601 - Beach and Parks Fund	522042 - Beach Maintenance	5100000 - Salaries	3,922	
3120 - Limited Tax County Buildings, Series 2009B	179137 - North County Annex	5727127 - North County Annex HVAC Report	3,421	
6123 - Group Health Insurance Fund	155015 - Unemployment	5155000 - Unemployment Paid By County	64,658	
TOTAL - Transfer To			$ 582,456	

ADDITIONAL COMMENTS:

The Director of Professional Services is requesting intradepartmental/interdepartmental transfers to cover overage in various categories in various departments in fiscal year 2013.

Departmental Authorization — Date

Human Resources Department — Date

for Budget Office Authorization — Date 12/4/13

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:_____

FY2013 COUNTYWIDE BUDGET AMENDMENT
SEPTEMBER 30, 2013

Fiscal Year	Cost Center	Object Code	Shortfall / Amount Needed	Description of Cost Center	Description of Category Over Budget	Description of Object Code Over Budget	GL Code to Transfer From	Accrual? (Y/N)	Comment
	GENERAL FUND								
2013	1101121000	5120001	$ 15,291.00	Justice Administration	Personal Services	Temporary Help	1101920180-5930000	N	Only budgeted for one temporary employee, but had 2 temporary employees.
2013	1101121000	5310000	$ 856.00	Justice Administration	Supplies and Materials	Supplies and Materials	1101920180-5930000	N	P-card overages
2013	1101121000	5431230	$ 14,268.00	Justice Administration	Contract Services	Court Apptd Att-Dist Crt	1101121000-5431009 $(55,000.00) 1101920180-5930000 $69,268.00	N	P-card overages
2013	1101122200	5100000	$ 3,118.00	County Court #2 - Roberts	Personal Services	Salaries	1101920180-5930000	Y-Payroll	Mid-year Judge Roberts was appointed as administrative judge, but no budget amendment was made
2013	1101122300	5100000	$ 2,129.00	Probate Court - Sullivan	Personal Services	Salaries	1101122300-5412115	Y-Payroll	Payroll accrual caused overbudget
2013	1101127100	5310000	$ 403.00	District Attorney	Supplies and Materials	Supplies and Materials	1101127100-5481000	N	P-card overages
2013	1101153000	5100000	$ 40,201.00	Legal Department	Personal Services	Salaries	1101153000-5310000 $747.00 1101153000-5413000 $12,578.00 1101920180-5930000 $26,876.00	N	Raise to person replacing Harvey and Harvey staying an extra 3 months more than originally planned.
2013	1101155000	5412102	$ 26.00	Human Resources	Contract Services	Drug Screens/Psychological Exams	1101155000-5310000	N	Expenses for Psychological Exams was more than anticipated.
2013	1101211142	5130000	$ 439.00	Bolivar Summer Prgm-Trochesset	Personal Services	Overtime	1101211142-5423000 $68.00 1101920180-5930000 $371.00	N	Overtime pay was more than anticipated
2013	1101211171	5130000	$ 41,621.00	Communications-Sheriff's Dept.	Personal Services	Overtime	1101211171-5310000 $1,988.00 1101211171-5423000 $1,365.00 1101211171-5746010 $87.00 1101920180-5930000 $38,181.00	N	Overtime to cover staff shortage. Two new positions budgeted for in FY 2014 to reduce overtime pay
2013	1101223110	5130054	$ 291.00	Constable Pct #1 - Brown	Personal Services	Scheduled Overtime Holidays	1101223110-5496201	N	Expenses for Scheduled Overtime Holidays that were not budgeted for
2013	1101223500	5100000	$ 2,087.00	Constable Pct #5 - Montez	Personal Services	Salaries	1101223500-5310000 $771.00 1101223500-5496201 $581.00 1101920180-5930000 $735.00	Y-Payroll	Certification pay was not budgeted for in FY 2013, but was paid
2013	1101223900	5100000	$ 1,446.00	Constable Pct #6 - Comeaux	Personal Services	Salaries	1101223900-5310000 $317.00 1101223900-5496100 $1,129.00	Y-Payroll	Certification pay was not budgeted for in FY 2013, but was paid
2013	1101440100	5412130	$ 31,335.00	Community Services	Contract Services	Medical Examiner	1101920180-5930000	Y	Paying for 13 months to catch up from prior year (only paid 11 months)
	APPELLATE JUDICIAL FUND								
2013	2207125400	5431009	$ 44,000.00	Appellate Justice System Fees	Contract Services	Court of Appeals Expense	N/A - Increase budget from fund balance	Y	Budget for payment of fees collected

FY2013 COUNTYWIDE BUDGET AMENDMENT
SEPTEMBER 30, 2013

Fiscal Year	Cost Center	Object Code	Shortfall / Amount Needed	Description of Cost Center	Description of Category Over Budget	Description of Object Code Over Budget	GL Code to Transfer From	Accrual? (Y/N)	Comment
	JUVENILE JUSTICE FUND								
2013	2230256105	5112001	$ 22,589.00	Juv Justice - Administration	Personal Services	Terminal Vac & Sick Leave	2230256105-5322010 $3,334.00 2230256105-5496100 $7,024.00 2230920180-5930000 $12,231.00	Y	A long-term employee retired, and no budget had been set up in FY 2013 to cover termination pay
	INDIGENT HEALTH CARE FUND								
2013	2420440110	5481022	$ 290,355.00	Indigent Health Care	Contract Services	Indigent Health Care Services	2420920180-5930000	Y	Accrual of estimated expenses for July - September 2013
	BEACH AND PARKS FUND								
2013	2601522042	5100000	$ 3,922.00	Beach Maintenance	Personal Services	Salaries	2601522042-5410000	N	Temporary employees budgeted as temporary, but paid as part-time salaried employees with benefits
	LIMITED TAX COUNTY BUILDING BONDS SERIES 2009B								
2013	3120179137	5727127	$ 3,421.00	North County Annex	Capital Outlay	N. County Annex HVAC Repl	3120179010-5790100	N	Change order / variances budget not moved out of unallocated appropriations
	GROUP INSURANCE FUND								
2013	6123155015	5155000	$ 64,658.00	Unemployment	Personal Services	Unemployment-Pd by County	6123920180-5930000	N	Expenses for unemployment were more than anticipated
	Totals		**$ 582,456.00**						

NOTES:

Unless otherwise noted, the amounts transferred equal shortfall / amount needed.

***BOLD LINE ITEMS REFLECT IMPACTS TO BUDGETED RESERVES**

AGENDA ITEM #27.a.1.

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

December 4, 2013

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

Re: Bid #B141002, 2 Wheel Drive Sports Utility Vehicle - Unmarked

Gentlemen,

On November 14, 2013 bids were opened for Bid #B141002, 2 Wheel Drive Sports Utility Vehicle - Unmarked, at which time three (3) bids were received from the following vendors:

• McRee Ford, Inc.	$29,734.10	Dickinson, Texas
• Caldwell Automotive Partners, LLC DBA Caldwell Country Chevrolet	$29,704.00	Caldwell, Texas
• Classic Autoplex F-T, LLC	$32,377.35	Galveston, Texas

It is recommended that you award this bid to the lowest, most qualified bidder, Caldwell Automotive Partners, LLC DBA Caldwell Country Chevrolet in the amount of $29,704.00 for the approved vehicle.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G Crowder TD

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

Attachments

Henry A. Trochesset
Sheriff
Galveston County

November 27, 2013

Rufus Crowder
Purchasing Agent
County of Galveston
722 Moody 5th floor
Galveston, Texas 77550

Re: Bid opening on Thursday November 14, 2013

Dear Mr. Crowder

After reviewing the bids opened 11/14/2013, we have determined that the following proposals meet our specifications and below are our recommendations for the vehicle purchases:

BID NUMBER	DEALERSHIP	NUMBER		AMOUNT
B141002	Caldwell Country	5	@	$ 29,704.00
B141005	Classic	2	@	$ 33,667.82
B141006	Classic	2	@	$ 20,658.88
B141009	Classic	1	@	$ 28,167.88
HGAC	Caldwell Country	3	@	$ 27,718.00
State Cont.	Silsbee Ford	3	@	$ 26,468.05
State Cont.	Silsbee Ford	4	@	$ 30,588.60
	total	20		$ 570,253.83

There was $579,850.00 budgeted in FY 2014 for the purchase of new vehicles and equipment. In addition $62,343.18 transferred from the insurance account for the purchase of two total loss vehicles. If you have any questions, please contact me @ ext.2301.

Sincerely,

Henry Trochesset

Henry Trochesset, Sheriff

BID RESPONSE TABULATION
2 WHEEL DRIVE SPORTS UTILITY VEHICLE UNMARKI
GALVESTON COUNTY, TEXAS

BID #: B141002
OPEN: 11/14/2013
10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor: 131029 MCREE FORD INC		Vendor: 707826 CALDWELL AUTOMOTIVE PAR		Vendor: 714708 CLASSIC AUTOPLEX F-T LLC	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
			Total of all Items			29,734.10		29,704.00		32,377.35

SPECIAL PROVISIONS
2 WHEEL DRIVE SPORTS UTILITY VEHICLE - UNMARKED
GALVESTON COUNTY, TEXAS

SPECIAL NOTE:
The Special Provision section of this Invitation to Bid solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Invitation to Bid and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

SPECIAL PROVISIONS:
The County of Galveston is seeking a vendor to supply one (1), 2014 2 Wheel Drive (4x2) Sports Utility Vehicle for use by the Sheriff's Department. In the following set of specifications, the term "heavy duty" means the product or component mentioned shall exceed the quality supplied for standard production vehicles. All vehicles should include standard equipment for the model in addition to the following equipment mentioned in this specification letter. The following specifications are the minimum acceptable requirements for the County. Bidders should be aware that only vehicles equipped with the manufacturer designated "police package" would be acceptable.

These vehicles should be bid separately from any other vehicles. Depending on funding at time of bid award, these vehicles may or may not be purchased. Galveston County reserves the right to order one (1) or more of these vehicles.

DELIVERY:
All vehicles are to be delivered to the Galveston County Courthouse, 722 Moody (21st Street), Galveston, Texas, 77550 to the attention of Charles Langford, Fleet Manager, (409) 682-4018.

Galveston County is tax exempt and therefore taxes and license fees should not be added to the bid price.

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY.

BODY	**YES**	**NO**	**EXCEPTIONS**
1. Style: Full-size sport utility vehicle (example: Ford Expedition or similar Size).	____	____	_____
2. Color: To be determined at time of order. Factory paint, with warranty for Factory defects of at least five (5) years/100,000 miles.	____	____	_____
3. Moldings: All standard body side moldings factory installed.	____	____	_____

SPECIAL PROVISIONS
2 WHEEL DRIVE SPORTS UTILITY VEHICLE - UNMARKED
GALVESTON COUNTY, TEXAS

BODY (continued)	YES	NO	EXCEPTIONS
4. Running boards of sufficient length to extend coverage for all doors and if not chromed, of a color complimentary to the exterior color of the vehicle.	____	____	_____
5. Locks: Electric, with controls to operate all locks from the driver's position. Controls should be provided to disable interior opening handles and lock mechanisms for rear doors. If keyless entry is standard, bidder shall provide three (3) key fobs/remotes per vehicle.	____	____	_____
6. Heavy-duty front & rear bumper (chrome preferred if not covered to match vehicle color.)	____	____	_____
INTERIOR			
1. Front seat – "Captain's Chair" style bucket seats; driver's seat electrically Controlled (six-way adjustable) with manual lumbar support, cloth covering.	____	____	_____
2. Rear seat – factory standard bench-style, vinyl preferred.	____	____	_____
3. Upholstery and interior trim – standard factory colors, complimentary with exterior color.	____	____	_____
4. Dual front airbags.	____	____	_____
5. Typical convenience & comfort package.	____	____	_____
6. Floor coverings – heavy duty rubber, (no carpeting) with heavy duty rubber mats.	____	____	_____
7. Windows – privacy glass (factory standard), electrically-operated with controls to operate all windows available from driver's door, and equipped with lockout control (driver's door)	____	____	_____
8. Steering wheel – factory standard with tilt control.	____	____	_____

SPECIAL PROVISIONS
2 WHEEL DRIVE SPORTS UTILITY VEHICLE - UNMARKED
GALVESTON COUNTY, TEXAS

INTERIOR (continued)	YES	NO	EXCEPTIONS
9. Seat belts – factory standard, passive restraint, colors to match interior.	____	____	_____
10. Gauges & Speedometer – Factory standard for package quoted (oil temp/pressure, coolant temperature, charging system function, fuel level), either analog or digital.	____	____	_____
11. Full headliner.	____	____	_____
FRAME, SUSPENSION & STEERING			
1. Equipped with maximum payload package available for model line.	____	____	_____
2. Suspension designed for heavy duty trailer towing.	____	____	_____
3. Factory installed power steering (standard heavy duty).	____	____	_____
4. Trailer towing package, to include installed frame-attached CAT III/IV equalizer Receiver hitch with 2" ball included.	____	____	_____
ENGINE, ENGINE COMPONENTS & DRIVE TRAIN			
1. V8, fuel-injected gasoline engine typically utilized in full-size sport utility vehicles (5.0 liter minimum) and appropriate for typical police use.	____	____	_____
2. Engine shall be capable of operating on non-premium unleaded fuel or E85 ethanol blend without degraded performance.	____	____	_____
3. Factory-installed engine oil cooling system.	____	____	_____
4. Factory-installed heavy duty cooling system (typical towing package).	____	____	_____
5. Factory-installed coolant recovery system designed for maximum cooling capability.	____	____	_____

SPECIAL PROVISIONS
2 WHEEL DRIVE SPORTS UTILITY VEHICLE - UNMARKED
GALVESTON COUNTY, TEXAS

ENGINE, ENGINE COMPONENTS & DRIVE TRAIN (continued)	**YES**	**NO**	**EXCEPTIONS**
6. Heavy-duty automatic transmission (at least 4 forward gears, one reverse, plus overdrive) with transmission oil cooler system.	____	____	_____
7. Rear differential shall be a conventional type (ring & pinion) with gear ratios designed to give best balance of economy and towing/hauling performance.	____	____	_____
ELECTRICAL & NOISE SUPPRESSION SYSTEMS			
1. Alternator – minimum 100 ampere-hour rating.	____	____	_____
2. Battery – Heavy duty, minimum 540 CCA, maintenance-free, 12 volt.	____	____	_____
3. Noise Suppression & Grounding – Factory installed, designed to provide maximum suppression to prevent interference with two-way radios and other electronic equipment.	____	____	_____
4. Soundproofing – maximum available soundproofing for type of vehicle bid.	____	____	_____
TIRES, WHEELS & BRAKES			
1. Cast aluminum wheels of a standard width and diameter for the vehicle quoted.	____	____	_____
2. Tires should be heavy-duty, all terrain.	____	____	_____
3. Full size spare with tire same brand, size, and design as other tires equipped on the vehicle, mounted under vehicle.	____	____	_____
4. Heavy-duty power assisted anti-lock brakes of a design and size that gives safe and adequate braking with minimum fade after repeated applications (typical heavy-duty brakes for towing applications/police operations).	____	____	_____
5. Manual parking brake, capable of holding the vehicle while parked on an incline.	____	____	_____

SPECIAL PROVISIONS
2 WHEEL DRIVE SPORTS UTILITY VEHICLE - UNMARKED
GALVESTON COUNTY, TEXAS

LIGHTING	YES	NO	EXCEPTIONS
1. Dual-beam map light (factory standard)	___	___	_____
2. Center auxiliary dome lamp (factory installed).	___	___	_____
3. Rear cargo lamp (switched from inside vehicle only).	___	___	_____
4. Six inch (6") round utility spot lamp, with halogen bulb, mounted on left side of vehicle in "A" pillar. **Lamp shall not be installed on the driver's door, and lamp installation shall not interfere with the operation of the driver's door or with entry/exit to the vehicle through the driver's door.** ***TO BE DETERMINED AT TIME OF ORDER.***	___	___	_____

MISCELLANEOUS EQUIPMENT			
1. Standard radio (AM/FM stereo minimum), factory installed.	___	___	_____
2. Chromed front grill.	___	___	_____
3. Interval wipers (factory standard).	___	___	_____
4. Digital clock (factory standard).	___	___	_____
5. Electrically-controlled outside rear view mirrors, below eyeline style, heated (connected to defroster system).	___	___	_____
5. Dual front/rear air conditioning (factory installed).	___	___	_____
6. Factory speed control.	___	___	_____
7. Inside hood release.	___	___	_____
8. Fire extinguisher, dry powder type, minimum 5 pound capacity (provide extinguisher & mounting hardware but do not mount extinguisher).	___	___	_____
9. Ziebart or Galfree-type rust proofing & undercoating.	___	___	_____

AGENDA ITEM #27.a.2.

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

December 4, 2013

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

Re: Bid #B141005, ¾ Ton 4x4 Crew Cab Truck

Gentlemen,

On November 14, 2013 bids were opened for Bid #B141005, ¾ Ton 4x4 Crew Cab Truck, at which time four (4) bids were received from the following vendors:

• McRee Ford, Inc.	$33,826.32	Dickinson, Texas
• Caldwell Automotive Partners, LLC DBA Caldwell Country Chevrolet	$34,274.00	Caldwell, Texas
• Classic Autoplex GM, LLC	$36,875.25	Galveston, Texas
• Classic Autoplex F-T, LLC	$33,667.82	Galveston, Texas

It is recommended that you award this bid to the lowest, most qualified bidder, Classic Autoplex F-T, LLC in the amount of $33,667.82 for the four (4) approved trucks.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G Crowder TD

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

Attachments

Henry A. Trochesset
Sheriff
Galveston County

November 27, 2013

Rufus Crowder
Purchasing Agent
County of Galveston
722 Moody 5th floor
Galveston, Texas 77550

Re: Bid opening on Thursday November 14, 2013

Dear Mr. Crowder

After reviewing the bids opened 11/14/2013, we have determined that the following proposals meet our specifications and below are our recommendations for the vehicle purchases:

BID NUMBER	DEALERSHIP	NUMBER		AMOUNT
B141002	Caldwell Country	5	@	$ 29,704.00
B141005	Classic	2	@	$ 33,667.82
B141006	Classic	2	@	$ 20,658.88
B141009	Classic	1	@	$ 28,167.88
HGAC	Caldwell Country	3	@	$ 27,718.00
State Cont.	Silsbee Ford	3	@	$ 26,468.05
State Cont.	Silsbee Ford	4	@	$ 30,588.60
	total	20		$ 570,253.83

There was $579,850.00 budgeted in FY 2014 for the purchase of new vehicles and equipment. In addition $62,343.18 transferred from the insurance account for the purchase of two total loss vehicles. If you have any questions, please contact me @ ext.2301.

Sincerely,

Henry Trochesset

Henry Trochesset, Sheriff

BID RESPONSE TABULATION
3/4 TON 4X4 CREW CAB TRUCK
GALVESTON COUNTY, TEXAS

BID #: B141005
OPEN: 11/14/2013
10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor: 714708 CLASSIC AUTOPLEX F-T LLC		Vendor:		Vendor:	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	07180	3/4 TON 4X4 CREW CAB TRUCK	1.00	EA	33,667.82	33,667.82	0.00	0.00	0.00	0.00
0002	07180	3/4 TON 4X4 CREW CAB TRUCK	1.00	EA	33,667.82	33,667.82	0.00	0.00	0.00	0.00
0003	07180	3/4 TON 4X4 CREW CAB TRUCK	1.00	EA	33,667.82	33,667.82	0.00	0.00	0.00	0.00
0004	07180	3/4 TON 4X4 CREW CAB TRUCK	1.00	EA	33,667.82	33,667.82	0.00	0.00	0.00	0.00
				Total of all Items		**134,671.28**		**0.00**		**0.00**

BID RESPONSE TABULATION
3/4 TON 4X4 CREW CAB TRUCK
GALVESTON COUNTY, TEXAS

BID #: B141005
OPEN: 11/14/2013
10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor: 131029 MCREE FORD INC		Vendor: 707826 CALDWELL AUTOMOTIVE PAR		Vendor: 714252 CLASSIC AUTOPLEX GM, LLC	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	07180	3/4 TON 4X4 CREW CAB TRUCK	1.00	EA	33,826.32	33,826.32	34,274.00	34,274.00	36,875.25	36,875.25
0002	07180	3/4 TON 4X4 CREW CAB TRUCK	1.00	EA	33,826.32	33,826.32	34,274.00	34,274.00	36,875.25	36,875.25
0003	07180	3/4 TON 4X4 CREW CAB TRUCK	1.00	EA	33,826.32	33,826.32	34,274.00	34,274.00	36,875.25	36,875.25
0004	07180	3/4 TON 4X4 CREW CAB TRUCK	1.00	EA	33,826.32	33,826.32	34,274.00	34,274.00	36,875.25	36,875.25
				Total of all Items		**135,305.28**		**137,096.00**		**147,501.00**

SPECIAL PROVISIONS
3/4 TON 4X4 CREW CAB TRUCK
GALVESTON COUNTY, TEXAS

SPECIAL NOTE:
The Special Provision section of this Invitation to Bid solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Invitation to Bid and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

SPECIAL PROVISIONS:
The County of Galveston is seeking a vendor to supply four (4), 2014 ¾ Ton 4x4 Crew Cab Truck for use by the Sheriff's Department. In the following set of specifications, the term "heavy duty" means the product or component mentioned shall exceed the quality supplied for standard production vehicles. All vehicles should include standard equipment for the model in addition to the following equipment mentioned in this specification letter. The following specifications are the minimum acceptable requirements for the County.

These vehicles should be bid separately from any other vehicles. Depending on funding at time of bid award, these vehicles may or may not be purchased. Galveston County reserves the right to order one (1) or more of these vehicles.

DELIVERY:
All vehicles are to be delivered to the Galveston County Courthouse, 722 Moody (21st Street), Galveston, Texas, 77550 to the attention of Charles Langford, Fleet Manager, (409) 682-4018.

Galveston County is tax exempt and therefore taxes and license fees should not be added to the bid price.

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY.

WHEELBASE/CAB AND BODY CONSTRUCTION	**YES**	**NO**	**EXCEPTIONS**
1. Unit should be crew cab with four doors and long wheel base	____	____	_____
2. Full size unit.	____	____	_____
3. Four wheel drive.	____	____	_____
4. Locks; Electric, with controls to operate all locks from driver's door position. Controls should be provided to disable interior openings handles and lock mechanisms for rear doors. If keyless entry is standard, bidder shall provide three (3) key fobs/remotes per vehicle.	____	____	_____

SPECIAL PROVISIONS
3/4 TON 4X4 CREW CAB TRUCK
GALVESTON COUNTY, TEXAS

PAYLOAD	**YES**	**NO**	**EXCEPTIONS**
1. Unit should be three quarter ton model with heavy duty payload components (F250 Ford, 20 Chevy series, Ram 2500 Dodge or C25 General Motors series).	____	____	_____
2. Suspension handling package.	____	____	_____
3. Auxiliary rear springs with one extra rear overhead leaf spring.	____	____	_____
4. Maximum payload package available for model line.	____	____	_____
5. Suspension design for heavy trailer towing.	____	____	_____
INTERIOR			
1. Front seat – "Captain's chair" style bucket seats; driver's seat electrically controlled (six-way adjustable) with manual lumbar support, cloth covering.	____	____	_____
2. Carpet floor covering.	____	____	_____
3. Heavy duty rubber mats (front & rear).	____	____	_____
4. Color to correspond with exterior color choices.	____	____	_____
5. Rear bench seat.	____	____	_____
BRAKES			
1. Heavy service package, power assisted.	____	____	_____
2. Anti-lock brakes	____	____	_____
3. Trailer brake control mounted inside vehicle.	____	____	_____

SPECIAL PROVISIONS
3/4 TON 4X4 CREW CAB TRUCK
GALVESTON COUNTY, TEXAS

ENGINE	**YES**	**NO**	**EXCEPTIONS**
1. Minimum 6.2 liter system.	____	____	_____
2. Engine oil cooler.	____	____	_____
3. Maximum cooling package offered for model line.	____	____	_____
TIRES AND WHEELS			
1. Heavy duty wheels and tires, all season/all terrain, extra wide, suitable For four wheel drive unit.	____	____	_____
2. Styled cast aluminum wheels.	____	____	_____
3. Full size spare with tire same brand, size, and design as other tires, equipped on the vehicle, mounted under vehicle.	____	____	_____
4. Jack and tools.	____	____	_____
LIGHTING EQUIPMENT			
1. Light in glove box.	____	____	_____
2. Light under hood.	____	____	_____
3. Cargo light.	____	____	_____
4. Dual beam map light.	____	____	_____
5. Center mounted (between visors) auxiliary dome light.	____	____	_____

SPECIAL PROVISIONS
3/4 TON 4X4 CREW CAB TRUCK
GALVESTON COUNTY, TEXAS

LIGHTING EQUIPMENT (Continued)	YES	NO	EXCEPTIONS
6. Six inch (6") round Unity spot lamp, with halogen bulb, mounted on left Side of vehicle, in "A" pillar. **Lamp shall not be installed on the driver's door, and lamp installation shall not interfere with operation of driver's door with entry/exit to vehicle through driver's door.** ***TO BE DETERMINED AT TIME OF ORDER.***	____	____	_____
TRANSMISSION & DRIVE TRAINS			
1. Automatic overdrive, four speed.	____	____	_____
2. Transmission oil cooler.	____	____	_____
3. Traction lock rear axle.	____	____	_____
4. Four wheel drive engaged while moving (shift on the fly) and auto lock hubs.	____	____	_____
PAINT			
1. Color to be chosen at time of order.	____	____	_____
ELECTRICAL SYSTEM			
1. Minimum 100 amp alternator.	____	____	_____
2. Heavy duty battery, minimum 75 amp.	____	____	_____
3. Noise Suppression & Grounding – Factory installed, designed to provide maximum suppression to prevent interference with two-way radios and other electronic equipment.	____	____	_____

SPECIAL PROVISIONS
3/4 TON 4X4 CREW CAB TRUCK
GALVESTON COUNTY, TEXAS

ADDITIONAL EQUIPMENT	YES	NO	EXCEPTIONS
1. Chrome front bumper.	____	____	_____
2. Heavy duty chrome step rear bumper.	____	____	_____
3. Body side moldings, factory installed.	____	____	_____
4. Wheel opening moldings, factory installed.	____	____	_____
5. Electric large, swing away, Telescopic ***heated*** rear view mirrors.	____	____	_____
6. Swing away rear view mirrors.	____	____	_____
7. Convenience and comfort package.	____	____	_____
8. Tilt steering wheel, speed control.	____	_____	
9. Interval three speed wipers.	____	____	_____
10. Digital clock.	____	____	_____
11. Factory air conditioning.	____	____	_____
12. Tinted glass all windows.	____	____	_____
13. Electric door locks.	____	____	_____
14. Electric windows.	____	____	_____
15. Maximum sound insulation package.	____	____	_____
16. Full headliner.	____	____	_____

SPECIAL PROVISIONS
3/4 TON 4X4 CREW CAB TRUCK
GALVESTON COUNTY, TEXAS

ADDITIONAL EQUIPMENT (continued)	YES	NO	EXCEPTIONS
17. Inside hood release.	____	____	_____
18. Ziebart or Galfree type rust proofing & undercoating.	____	____	_____
19. Fire extinguisher, minimum five pound mounted in cab.	____	____	_____
20. Power steering.	____	____	_____
21. AM/FM radio, factory installed.	____	____	_____
22. Equalizer receiver – type CAT III/IV heavy duty trailer hitch assembly, frame attached with receiver shaft and two inch ball included.	____	____	_____
23. Spray in bed liner – Line X type (black).	____	____	_____
24. Heavy rubber floor mats – Weather Teck type (color to mach Carpet)	____	____	_____
25. Unit to be equipped with wide, deep, low profile, heavy duty service package; water-tight, tool box, USW type, model #TBSD-72-LP.	____	____	_____
26. Largest fuel tank for model.	____	____	_____
27. Running boards to extend from front to rear doors.	____	____	_____
28. Heavy-duty goose neck with in bed trailer light plug, ball mounted flat (can be raised as needed).	____	____	_____

AGENDA ITEM #27.a.3.

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

December 4, 2013

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

Re: Bid #B141006, Cargo Type Van

Gentlemen,

On November 14, 2013 bids were opened for Bid #B141006, Cargo Type Van, at which time three (3) bids were received from the following vendors:

• McRee Ford, Inc.	$20,687.63	Dickinson, Texas
• Classic Autoplex GM, LLC	$21,977.00	Galveston, Texas
• Classic Autoplex F-T, LLC	$20,658.88	Galveston, Texas

It is recommended that you award this bid to the lowest, most qualified bidder, Classic Autoplex F-T, LLC in the amount of $20,658.88 for the approved vehicle.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder

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

Attachments

Henry A. Trochesset
Sheriff
Galveston County

November 27, 2013

Rufus Crowder
Purchasing Agent
County of Galveston
722 Moody 5th floor
Galveston, Texas 77550

Re: Bid opening on Thursday November 14, 2013

Dear Mr. Crowder

After reviewing the bids opened 11/14/2013, we have determined that the following proposals meet our specifications and below are our recommendations for the vehicle purchases:

BID NUMBER	DEALERSHIP	NUMBER		AMOUNT
B141002	Caldwell Country	5	@	$ 29,704.00
B141005	Classic	2	@	$ 33,667.82
B141006	Classic	2	@	$ 20,658.88
B141009	Classic	1	@	$ 28,167.88
HGAC	Caldwell Country	3	@	$ 27,718.00
State Cont.	Silsbee Ford	3	@	$ 26,468.05
State Cont.	Silsbee Ford	4	@	$ 30,588.60
	total	20		$ 570,253.83

There was $579,850.00 budgeted in FY 2014 for the purchase of new vehicles and equipment. In addition $62,343.18 transferred from the insurance account for the purchase of two total loss vehicles. If you have any questions, please contact me @ ext.2301.

Sincerely,

Henry Trochesset

Henry Trochesset, Sheriff

BID RESPONSE TABULATION
CARGO TYPE VAN
GALVESTON COUNTY, TEXAS

BID #: B141006
OPEN: 11/14/2013
10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor: 131029 MCREE FORD INC		Vendor: 714252 CLASSIC AUTOPLEX GM, LLC		Vendor: 714708 CLASSIC AUTOPLEX F-T LLC	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	07190	CARGO TYPE VAN	1	EA	20,687.63	20,687.63	21,977.00	21,977.00	20,658.88	20,658.88
				Total of all Items		**20,687.63**		**21,977.00**		**20,658.88**

SPECIAL PROVISIONS
CARGO TYPE VAN
GALVESTON COUNTY, TEXAS

SPECIAL NOTE:
The Special Provision section of this Invitation to Bid solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Invitation to Bid and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

SPECIAL PROVISIONS:
The County of Galveston is seeking a vendor to supply one (1), 2014 Cargo Type Van for use by the Sheriff's Department. In the following set of specifications, the term "heavy duty" means the product or component mentioned shall exceed the quality supplied for standard production vehicles. All vehicles should include all standard equipment for the model addition to the following equipment mentioned in this specification letter. The following specifications are the minimum acceptable requirements for our department's use.

These vehicles should be bid separately from any other vehicles. Depending on funding at time of bid award, these vehicles may or may not be purchased. Galveston County reserves the right to order one (1) or more of these vehicles.

DELIVERY:
All vehicles are to be delivered to the Galveston County Courthouse, 722 Moody (21st Street), Galveston, Texas, 77550 to the attention of Charles Langford, Fleet Manager, (409) 682-4018.

Galveston County is tax exempt and therefore taxes and license fees should not be added to the bid price.

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY.

BODY	**YES**	**NO**	**EXCEPTIONS**
1. Armrests all doors	____	____	_____
2. Cigarette lighter	____	____	_____
3. Chrome grill	____	____	_____
4. Maximum sound insulation package	____	____	_____
5. Dual horns	____	____	_____

SPECIAL PROVISIONS
CARGO TYPE VAN
GALVESTON COUNTY, TEXAS

BODY (Continued)	YES	NO	EXCEPTIONS
6. Chrome front and rear bumpers.	____	____	_____
7. Large electric swing away, below-eye line ***heated*** mirrors.	____	____	_____
8. Air conditioning, factory installed.	____	____	_____
9. Heavy duty fire extinguisher with a minimum five (5) pound capacity.	____	____	_____
10. Ziebart or Galfree type proofing & undercoat.	____	____	_____
TRIM & INTERIOR			
1. Maximum sound insulation package available.	____	____	_____
2. Full headliner, entire roof area.	____	____	_____
3. Captain type chairs, driver and passenger seats with armrests.	____	____	_____
4. Center console.	____	____	_____
5. Cloth trim.	____	____	_____
6. Carpet flooring.	____	____	_____
7. Heavy duty rubber floor mats.	____	____	_____

SPECIAL PROVISIONS
CARGO TYPE VAN
GALVESTON COUNTY, TEXAS

FRAME & SUSPENSION	YES	NO	EXCEPTIONS
1. Cargo Van option – non sliding doors with glass and glass-in-panel type rear doors to swing out from bottom.	____	____	_____
2. All glass except windshield to be privacy glass, factory installed.	____	____	_____
3. Minimum 5500 pound, G.V.W.R. #2 (6700#).	____	____	_____
4. One half/ton model.	____	____	_____
5. Handling package.	____	____	_____
6. Tow package, equalizer frame mounted, receiver-type trailer hitch, two (2) inch ball 2014 Year Model.	____	____	_____
ENGINE			
1. Minimum 5.4 cubic inch V-8, E.F.I., H.O.	____	____	_____
2. Dual exhaust system if available.	____	____	_____
3. Maximum cooling system available.	____	____	_____
4. Noise Suppression & Grounding – Factory installed, including bonding cable/straps on key components, designed to provide maximum suppression to prevent interference with two-way radios and other electronic equipment.	____	____	_____
WHEELBASE			
1. Minimum 138 inch wheelbase.	____	____	_____
2. Regular length van.	____	____	_____

SPECIAL PROVISIONS
CARGO TYPE VAN
GALVESTON COUNTY, TEXAS

INSTRUMENTATION	YES	NO	EXCEPTIONS
1. Oil gauge.	___	___	_____
2. Temperature gauge.	___	___	_____
3. Amp gauge.	___	___	_____
4. All factory installed.	___	___	_____
5. Lighted for night use.	___	___	_____
TRANSMISSION			
1. Automatic overdrive.	___	___	_____
2. Automatic transmission oil cooler.	___	___	_____
TIRES, WHEELS & BRAKES			
1. Heavy duty wheels.	___	___	_____
2. Minimum 235/75XR 10ply tires.	___	___	_____
3. Full size spare with tire same brand, size and design as other tires equipped on the vehicle, mounted under vehicle.	___	___	_____
4. Full size sport wheel covers.	___	___	_____
5. Heavy service package.	___	___	_____
6. Four wheel anti-lock brakes.	___	___	_____

SPECIAL PROVISIONS
CARGO TYPE VAN
GALVESTON COUNTY, TEXAS

ELECTRICAL SYSTEM	YES	NO	EXCEPTIONS
1. 100 amp heavy duty alternator	____	____	_____
2. Under hood light.	____	____	_____
3. Dome/map reading lamp in driver's area	____	____	_____
4. Heavy duty battery and auxiliary heavy duty battery	____	____	_____
PAINT			
1. Color will be white.	____	____	_____
FUEL TANKS			
1. Maximum capacity fuel tank for model line.	____	____	_____
ADDITIONAL EQUIPMENT			
1. Electric locks.	____	____	_____
2. Electric windows.	____	____	_____
3. Large, below eye line, electric control left and right outside heated rear view view mirrors.	____	____	_____
4. Interval wipers.	____	____	_____
5. Tilt steering wheel, electronic speed control.	____	____	_____
6. AM-FM stereo/radio, factory installed, with clock.	____	____	_____

AGENDA ITEM #27.a.4.

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

December 4, 2013

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

Re: Bid #B141009, Two Wheel Drive ½ Ton Crew Cab Pickup Truck

Gentlemen,

On November 14, 2013 bids were opened for Bid #B141009, Two Wheel Drive ½ Ton Crew Cab Pickup Truck, at which time three (3) bids were received from the following vendors:

• McRee Ford, Inc.	$28,589.63	Dickinson, Texas
• Classic Autoplex GM, LLC	$32,233.77	Galveston, Texas
• Classic Autoplex F-T, LLC	$28,167.88	Galveston, Texas

It is recommended that you award this bid to the lowest, most qualified bidder, Classic Autoplex F-T, LLC in the amount of $28,167.88 for the approved truck.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder RB.

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

Attachments

Henry A. Trochesset
Sheriff
Galveston County

November 27, 2013

Rufus Crowder
Purchasing Agent
County of Galveston
722 Moody 5th floor
Galveston, Texas 77550

Re: Bid opening on Thursday November 14, 2013

Dear Mr. Crowder

After reviewing the bids opened 11/14/2013, we have determined that the following proposals meet our specifications and below are our recommendations for the vehicle purchases:

BID NUMBER	DEALERSHIP	NUMBER		AMOUNT
B141002	Caldwell Country	5	@	$ 29,704.00
B141005	Classic	2	@	$ 33,667.82
B141006	Classic	2	@	$ 20,658.88
B141009	Classic	1	@	$ 28,167.88
HGAC	Caldwell Country	3	@	$ 27,718.00
State Cont.	Silsbee Ford	3	@	$ 26,468.05
State Cont.	Silsbee Ford	4	@	$ 30,588.60
	total	20		$ 570,253.83

There was $579,850.00 budgeted in FY 2014 for the purchase of new vehicles and equipment. In addition $62,343.18 transferred from the insurance account for the purchase of two total loss vehicles. If you have any questions, please contact me @ ext.2301.

Sincerely,

Henry Trochesset

Henry Trochesset, Sheriff

BID RESPONSE TABULATION
TWO WHEEL DRIVE 1/2 TON CREW CAB PICKUP TRUCK
GALVESTON COUNTY, TEXAS

BID #: B141009
OPEN: 11/14/2013
10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor: 131029 MCREE FORD INC		Vendor: 714252 CLASSIC AUTOPLEX GM, LLC		Vendor: 714708 CLASSIC AUTOPLEX F-T LLC	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	07180	TWO WHEEL DRIVE 1/2 TON CREW CAB PICK TRUCK	1.00	EA	28,589.63	28,589.63	32,233.77	32,233.77	28,167.88	28,167.88
				Total of all Items		**28,589.63**		**32,233.77**		**28,167.88**

SPECIAL PROVISIONS
TWO WHEEL DRIVE 1/2 TON CREW CAB PICKUP TRUCK
GALVESTON COUNTY, TEXAS

SPECIAL NOTE:

The Special Provision section of this Invitation to Bid solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Invitation to Bid and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

SPECIAL PROVISIONS:

The County of Galveston is seeking a vendor to supply one (1), 2014 Two Wheel Drive ½ Ton Crew Cab Pickup Truck for use by the Sheriff's Department. In the following set of specifications, the term "heavy duty" means the product or component mentioned shall exceed the quality supplied for standard production vehicles. All vehicles should include standard equipment for the model in addition to the following equipment mentioned in this specification letter. The following specifications are the minimum acceptable requirements for the County.

These vehicles should be bid separately from any other vehicles. Depending on funding at time of bid award, these vehicles may or may not be purchased. Galveston County reserves the right to order one (1) or more of these vehicles.

DELIVERY:

All vehicles are to be delivered to the Galveston County Courthouse, 722 Moody (21st Street), Galveston, Texas, 77550 to the attention of Charles Langford, Fleet Manager, (409) 682-4018.

Galveston County is tax exempt and therefore taxes and license fees should not be added to the bid price.

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY.

WHEELBASE/CAB AND BODY CONSTRUCTION	**YES**	**NO**	**EXCEPTIONS**
1. Unit should be crew cab with four doors.	____	____	_____
2. Six foot pick up box with wheel wells inside bed (short bed).	____	____	_____
3. Full size unit.	____	____	_____
4. Two wheel drive.	____	____	_____
5. Locks; Electric, with controls to operate all locks from driver's door position. Controls should be provided to disable interior openings handles and lock mechanisms for rear doors. If keyless entry is standard, bidder shall provide three (3) key fobs/remotes per vehicle.	____	____	_____

SPECIAL PROVISIONS
TWO WHEEL DRIVE 1/2 TON CREW CAB PICKUP TRUCK
GALVESTON COUNTY, TEXAS

PAYLOAD	**YES**	**NO**	**EXCEPTIONS**
1. Unit should be half ton model with heavy duty payload components (F150 Ford, 10 Chevy series, Ram 1500 Dodge or C15 General Motors series).	____	____	_____
2. Suspension handling package.	____	____	_____
3, Auxiliary rear springs with one extra rear overload leaf spring.	____	____	_____
4. Maximum payload package available for model line.	____	____	_____
5. Suspension designed for heavy trailer towing.	____	____	_____
6. Equalizer receiver – type CAT III/IV heavy duty trailer hitch assembly, frame attached with receiver shaft and two inch ball included.	____	____	_____
INTERIOR			
1. Front Seat "Captain's Chair" style bucket seats; driver's seat electronically controlled (six-way adjustable) with manual lumbar support, cloth covering.	____	____	_____
2. Carpet floor covering.	____	____	_____
3. Heavy duty rubber mats (front & rear).	____	____	_____
4. Color to correspond with exterior color choices.	____	____	_____
5. Rear bench seat.	____	____	_____
BRAKES			
1. Heavy service package, power assisted.	____	____	_____
2. Anti-lock brakes.	____	____	_____

SPECIAL PROVISIONS
TWO WHEEL DRIVE 1/2 TON CREW CAB PICKUP TRUCK
GALVESTON COUNTY, TEXAS

ENGINE	YES	NO	EXCEPTIONS
1. Minimum 5.3 liter GM, 5.4 liter Ford V-8 or 5.7 V-8 Dodge engine, E.F.I. system.	____	____	_____
2. Engine oil cooler.	____	____	_____
3. Maximum cooling package offered for model line.	____	____	_____
TIRES AND WHEELS			
1. Heavy duty wheels and tires, all season/all terrain, extra wide.	____	____	_____
2. Styled cast aluminum wheels.	____	____	_____
3. Full size spare with tire same brand, size and design as other tires equipped on the vehicle, mounted under vehicle.	____	____	_____
4. Jack and tools.	____	____	_____
LIGHTING EQUIPMENT			
1. Light in glove box.	____	____	_____
2. Light under hood.	____	____	_____
3. Cargo light.	____	____	_____
4. Dual beam map light.	____	____	_____
5. Center mounted (between visors) auxiliary dome light.	____	____	_____
6. Six inch (6") round Unity spot lamp, with halogen bulb, mounted on left side of vehicle in "A" pillar. Lamp shall not be installed on the driver's door, and lamp installation shall not interfere with operation of driver's door with entry/exit to vehicle through driver's door. TO BE DETERMINED AT TIME OF ORDER.	____	____	_____

SPECIAL PROVISIONS
TWO WHEEL DRIVE 1/2 TON CREW CAB PICKUP TRUCK
GALVESTON COUNTY, TEXAS

TRANSMISSION	YES	NO	EXCEPTIONS
1. Automatic overdrive, four speed.	____	____	_____
2. Transmission oil cooler.	____	____	_____
3. Traction lock rear axle.	____	____	_____
PAINT			
1. Color to be chosen at time of order.	____	____	_____
ELECTRICAL SYSTEM			
1. Minimum 100 amp alternator.	____	____	_____
2. Heavy duty battery, minimum 75 amp.	____	____	_____
3. Noise Suppression & Grounding – Factory installed, including bonding cable/straps on key components, designed to provide maximum suppression to prevent interference with two-way radios and other electronic equipment.	____	____	_____
ADDITIONAL EQUIPMENT			
1. Chrome front bumper.	____	____	_____
2. Heavy duty chrome rear bumper.	____	____	_____
3. Body side moldings, factory installed.	____	____	_____
4. Wheel opening moldings, factory installed.	____	____	_____
5. Electric large, swing away, below eye line ***heated*** rear view mirrors.	____	____	_____
6. Convenience comfort package.	____	____	_____

SPECIAL PROVISIONS
TWO WHEEL DRIVE 1/2 TON CREW CAB PICKUP TRUCK
GALVESTON COUNTY, TEXAS

ADDITIONAL EQUIPMENT (continued)	YES	NO	EXCEPTIONS
7. Tilt Steering wheel, speed control.	____	____	_____
8. . Internal three speed wipes.	____	_____	
9. Digital clock.	____	____	_____
10. Factory air conditioning.	____	____	_____
11. Privacy glass all windows.	____	____	_____
12. Electric door locks.	____	____	_____
13. Electric windows.	____	____	_____
14. Maximum sound insulation package.	____	____	_____
15. Full headliner.	____	____	_____
16. Inside hood release.	____	____	_____
17. Ziebartt or Galfree type rust proofing & undercoating.	____	____	_____
18. Fire extinguisher, minimum five pound .	____	____	_____
19. Power steering.	____	____	_____
20. AM/FM radio, factory installed.	____	____	_____
21. Equalizer receiver – type heavy duty trailer hitch assembly, frame attached with receiver shaft for two inch ball.	____	____	_____

SPECIAL PROVISIONS
TWO WHEEL DRIVE 1/2 TON CREW CAB PICKUP TRUCK
GALVESTON COUNTY, TEXAS

ADDITIONAL EQUIPMENT (continued)	YES	NO	EXCEPTIONS
22. Spray in bed liner – Line X type (black).	____	____	_____
23. Heavy rubber floor mats – Weather Teck type (color to mach carpet)	____	____	_____
24. Unit to be equipped with double wide, double deep, heavy duty service package; water-tight, tool box, diamond plate aluminum, low profile.	____	____	_____
25. Largest fuel tank for model.	____	____	_____
26. Running boards to extend from front to rear doors.	____	____	_____

AGENDA ITEM #27.b.

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

November 4, 2013

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

Re: Request to Utilize Cooperative Purchasing Agreements – Vehicles for Sheriff's Office

Gentlemen,

It is requested that the Commissioners' Court grant an exemption from the competitive bid requirement(s) set forth in Texas Local Government Code section 262.023, Competitive Requirements for certain purchases, and that authorization be granted to the Purchasing Agent to utilize the purchasing cooperative programs available from the Houston Area Council (HGAC) cooperative purchasing program (HGACBuy) and the State of Texas Contract to procure the following:

- 3each @ $27, 718.00 – Chevrolet Tahoe PPV
- 3each @ $26,468.05 – Ford Explorer
- 4each @ $30,588.60 – Ford Expedition

All contracts available to members of HGACBuy have been awarded by a public competitive procurement process compliant with state statutes, made available for use by participating local governments, and meet the requirements of FEMA for reimbursement.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder

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

Henry A. Trochesset
Sheriff
Galveston County

November 27, 2013

Rufus Crowder
Purchasing Agent
County of Galveston
722 Moody 5th floor
Galveston, Texas 77550

Re: Bid opening on Thursday November 14, 2013

Dear Mr. Crowder

After reviewing the bids opened 11/14/2013, we have determined that the following proposals meet our specifications and below are our recommendations for the vehicle purchases:

BID NUMBER	DEALERSHIP	NUMBER		AMOUNT
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B141005	Classic	2	@	$ 33,667.82
B141006	Classic	2	@	$ 20,658.88
B141009	Classic	1	@	$ 28,167.88
HGAC	Caldwell Country	3	@	$ 27,718.00
State Cont.	Silsbee Ford	3	@	$ 26,468.05
State Cont.	Silsbee Ford	4	@	$ 30,588.60
	total	20		$ 570,253.83

There was $579,850.00 budgeted in FY 2014 for the purchase of new vehicles and equipment. In addition $62,343.18 transferred from the insurance account for the purchase of two total loss vehicles. If you have any questions, please contact me @ ext.2301.

Sincerely,

Henry Trochesset

Henry Trochesset, Sheriff

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE11-11	Date Prepared:	11/20/2013

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	GALVESTON COUNTY	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	MICHEL ROY	Prepared By:	AVERYT KNAPP
Phone:	409-539-9300 CELL	Phone:	979-567-6116
Fax:		Fax:	979-567-0853
Email:	MICHEL.ROY@CO.GALVESTON.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A17	Description:	2013 CHEVROLET TAHOE PPV CC10706

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 25,356.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
LH SPOTLIGHT 7X6	460		
DUAL BATTERIES K5T	190		
LOCKING REAR AXLE DIFFERENTIAL G80	295		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	945

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	285	FLOOR PLAN INTEREST	460
EXTERIOR COLOR WHITE	INCL	OPEN LOT INSURANCE	72
		Subtotal D:	817

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 27118

Quantity Ordered: 1 X **Subtotal of A + B + C + D:** 27118 = **Subtotal E:** 27118

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

Delivery Date: UNIT IN STOCK **H. Total Purchase Price (E+F+G):** 27718

Silsbee Ford

Government and Commercial Sales

Date: 11/20/2013

Prepared by: Jarrod Runnels
phone: (409)749-9556
email: fleetsales@outlook.com

Prepared for: GALVESTON COUNTY
MICHAEL ROY
phone: 409 539 9300
email: michael.roy@co.galveston.tx.us

Proposal:

# of items	Description	Price	Extension
2	2014 FORD EXPEDITION SSV 2WD	$25,819.88	$ 51,639.76
	POWER WINDOWS AND LOCKS		
	RUBBER FLOORS, BUCKET SEATS		
	5.4L V8 ENGINE / AUTO TRANS		
52	4 WHEEL DRIVE	$ 2,855.72	$ 5,711.44
48	3RD ROW SEAT REQ WITH XLT	$ 967.88	$ 1,935.76
	Additional Items:		
	UPGRADE TO XLT 200A PACKAGE	$ 6,448.58	$ 12,897.16
		$36,092.06	
	ORDER TIME 60-90 DAYS		
	BASED ON STATE OF TEXAS CONTRACT		
	SERIES 465CLE 071-072-A1		
ALL VEHICLES BID SUBJECT TO AVAILABILITY		TOTAL:	$ 72,184.12

Notes: *Please call if you have any questions. Thank you*

Silsbee Ford

Government and Commercial Sales

Date: 11/20/2013

Prepared by: Jarrod Runnels
phone: (409)749-9556
email: fleetsales@outlook.com

Prepared for: GALVESTON COUNTY
MICHAEL ROY
phone: 409 539 9300
email: michael.roy@co.galveston.tx.us

Proposal:

# of items	Description	Price	Extension
3	2014 FORD EXPLORER BASE POWER WINDOWS AND LOCKS CLOTHE INTERIOR/CARPET AM/FM/CD 35L V6 / AUTOMATIC TRANS BASED ON STATE OF TEXAS CONTRACT SERIES 663B CONTRACT 07-072-A1	$23,806.49	$ 71,419.47
512	UPGRADE TO XLT OPT 512	$ 2,661.56	$ 7,984.68
		$26,468.05	
	ORDER TIME 45-60 DAYS		
ALL VEHICLES BID SUBJECT TO AVAILABILITY		TOTAL:	$ 79,404.15

Notes: *Please call if you have any questions. Thank you*

BID RESPONSE TABULATION
4 WHEEL DRIVE SPORT UTILITY VEHICLE MARKED
GALVESTON COUNTY, TEXAS

BID #: B141001
OPEN: 11/14/2013
10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor: 131029 MCREE FORD INC		Vendor: 707826 CALDWELL AUTOMOTIVE PAR		Vendor: 714252 CLASSIC AUTOPLEX GM, LLC	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	07180	4 WHEEL DRIVE SPORTS UTILITY VEHICLE MARKED	1.00	EA	33,186.10	33,186.10	30,745.00	30,745.00	34,929.35	34,929.35
0002	07180	4 WHEEL DRIVE SPORTS UTILITY VEHICLE MARKED	1.00	EA	33,186.10	33,186.10	30,745.00	30,745.00	34,929.35	34,929.35
				Total of all Items		**66,372.20**		**61,490.00**		**69,858.70**

SPECIAL PROVISIONS
4 WHEEL DRIVE SPORTS UTILITY VEHICLE MARKED
GALVESTON COUNTY, TEXAS

SPECIAL NOTE:
The Special Provision section of this Invitation to Bid solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Invitation to Bid and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

SPECIAL PROVISIONS:
The County of Galveston is seeking a vendor to supply two (2), 2014 four (4) Wheel Drive (4x4) Utility Vehicle for use by the Sheriff's Department. In the following set of specifications, the term "heavy duty" means the product or component mentioned shall exceed the quality supplied for standard production vehicles. All vehicles should include standard equipment for the model in addition to the following equipment mentioned in this specification letter. The following specifications are the minimum acceptable requirements for the County.

These vehicles should be bid separately from any other vehicles. Depending on funding at time of bid award, these vehicles may or may not be purchased. Galveston County reserves the right to order one (1) or more of these vehicles.

DELIVERY:
All vehicles are to be delivered to the Galveston County Courthouse, 722 Moody (21st Street), Galveston, Texas, 77550 to the attention of Charles Langford, Fleet Manager, (409) 682-4018.

Galveston County is tax exempt and therefore taxes and license fees should not be added to the bid price.

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY.

BODY	**YES**	**NO**	**EXCEPTIONS**
1. Style: Full-size sport utility vehicle (example: Ford Expedition or similar size.)	____	____	_____
2. Color: White (factory applied and warranted). Factory paint, with warranty for factory defects of at least (5) years/100,000 miles.	____	____	_____
3. Moldings: All standard body side moldings factory installed.	____	____	_____
4. Running boards of sufficient length to extend coverage for all doors and if not chromed, of a color complimentary to the exterior color of the vehicle.	____	____	_____

SPECIAL PROVISIONS
4 WHEEL DRIVE SPORTS UTILITY VEHICLE MARKED
GALVESTON COUNTY, TEXAS

BODY (Continued)	YES	NO	EXCEPTIONS
5. Locks: Electric, with controls to operate all locks from the driver's position. Controls should be provided to disable interior opening handles and lock mechanisms for rear doors. If keyless entry is standard, bidder shall provide three (3) key fobs/remotes per vehicle.	____	____	_____
6. Heavy-duty front & rear bumper (chrome preferred if not covered to match vehicle color.)	____	____	_____
INTERIOR			
1. Front seat – "Captain's Chair" style bucket seats; driver's seat electrically controlled (six-way adjustable) with manual lumbar support, cloth covering.	____	____	_____
2. Rear seat – factory standard bench-style (vinyl preferred).	____	____	_____
3. Upholstery and interior trim – standard factory colors, complimentary with exterior color.	____	____	_____
4. Dual front airbags.	____	____	_____
5. Typical convenience & comfort package.	____	____	_____
6. Floor coverings – heavy-duty rubber (no carpeting) with heavy-duty rubber mats.			
7. Windows – tinted glass (factory standard), electrically-operated with controls to operate all windows available from driver's door, and equipped with lockout control (driver's door).	____	____	_____
8. Steering wheel – factory standard with tilt control.	____	____	_____
9. Seat belts – factory standard, passive restraint, colors to match interior.	____	____	_____

SPECIAL PROVISIONS
4 WHEEL DRIVE SPORTS UTILITY VEHICLE MARKED
GALVESTON COUNTY, TEXAS

INTERIOR (Continued)	YES	NO	EXCEPTIONS
10. Gauges & Speedometer – Factory standard for package quoted (oil temp/pressure, coolant temperature, charging system function, fuel level), either analog or digital.	____	____	_____
11. Full headliner.	____	____	_____
FRAME, SUSPENSION & STEERING			
1. Equipped with maximum payload package available for model line.	____	____	_____
2. Suspension designed for heavy duty trailer towing.	____	____	_____
3. Factory installed power steering (standard heavy duty).	____	____	_____
4. Trailer towing package, to include installed frame-attached CAT III/IV equalizer receiver hitch with 2" ball and receiver included.	____	____	_____
ENGINE, ENGINE COMPONENTS & DRIVE TRAIN			
1. V8, fuel-injected gasoline engine typically utilized in full-size sport utility vehicles (5.0 liter minimum) and appropriate for typical police use.	____	____	_____
2. Engine shall be capable of operating on non-premium unleaded fuel or E85 ethanol blend without degraded performance.	____	____	_____
3. Factory-installed engine oil cooling system.	____	____	_____
4. Factory-installed heavy duty cooling system (typical towing package).	____	____	_____
5. Factory-installed coolant recovery system designed for maximum cooling capability.	____	____	_____

SPECIAL PROVISIONS
4 WHEEL DRIVE SPORTS UTILITY VEHICLE MARKED
GALVESTON COUNTY, TEXAS

ENGINE, ENGINE COMPONENTS & DRIVE TRAIN(Continued)	YES	NO	EXCEPTIONS
6. Heavy-duty automatic transmission (at least 4 forward gears, one reverse, plus overdrive) with transmission oil cooler system.	____	____	_____
7. Rear differential shall be a conventional type (ring & pinion) with gear ratios designed to give best balance of economy and towing/hauling performance.	____	____	_____
8. Front differential equipped with electrically-controlled transfer case and hubs (no manual-locking hubs).	____	____	_____
ELECTRICAL & NOISE SUPPRESSION SYSTEMS			
1. Alternator – minimum 100 ampere-hour rating.	____	____	_____
2. Battery – Heavy duty, minimum 540 CCA, maintenance-free, 12 volt.	____	____	_____
3. Noise Suppression & Grounding – Factory installed, designed to provide maximum suppression to prevent interference with two-way radios and other electronic equipment.	____	____	_____
4. Soundproofing – maximum available soundproofing for type of vehicle bid.	____	____	_____
TIRES, WHEELS & BRAKES			
1. Cast aluminum wheels of a standard width and diameter for the vehicle quoted.	____	____	_____
2. Tires: Heavy-duty, all terrain.	____	____	_____
3. Full size spare with tire same brand, size, and design as other tires equipped on the vehicle, mounted under vehicle.	____	____	_____

SPECIAL PROVISIONS
4 WHEEL DRIVE SPORTS UTILITY VEHICLE MARKED
GALVESTON COUNTY, TEXAS

TIRES, WHEELS & BRAKES (continued)	YES	NO	EXCEPTIONS
4. Heavy-duty power assisted anti-lock brakes of a design and size that gives safe and adequate braking with minimum fade after repeated applications (typical heavy-duty brakes for towing applications/police operations).	____	____	_____
5. Manual parking brake, capable of holding the vehicle while parked on an incline.	____	____	_____
LIGHTING			
1. Dual-beam map light (factory standard)	____	____	_____
2. Center auxiliary dome lamp (factory installed).	____	____	_____
3. Rear cargo lamp (switched from inside vehicle only).	____	____	_____
4. Six inch (6") round utility spot lamp, with halogen bulb, mounted on left side of vehicle in "A" pillar. **Lamp shall not be installed on the driver's door, and lamp installation shall not interfere with operation of driver's door or with entry/exit to vehicle through driver's door.**	____	____	_____
MISCELLANEOUS EQUIPMENT			
1. Standard radio (AM/FM stereo minimum), factory installed.	____	____	_____
2. Chromed front grill.	____	____	_____
3. Interval wipers (factory standard, front and rear).	____	____	_____
4. Digital clock (factory standard).	____	____	_____
5. Electrically-controlled outside rear view mirrors, below eyeline style, heated (connected to defroster system).	____	____	_____
6. Dual front/rear air conditioning (factory installed).	____	____	_____

SPECIAL PROVISIONS
4 WHEEL DRIVE SPORTS UTILITY VEHICLE MARKED
GALVESTON COUNTY, TEXAS

MISCELLANEOUS EQUIPMENT (continued)	YES	NO	EXCEPTIONS
7. Factory speed control.	____	____	_____
8. Inside hood release.	____	____	_____
9. Fire extinguisher, dry powder type, minimum 5 pound capacity (provide extinguisher & mounting hardware but do not mount extinguisher).	____	____	_____
10. Ziebart or Galfree-type rust proofing & undercoating.	____	____	_____

BID RESPONSE TABULATION
MID SIZE SPORT UTILITY VEHICLE-MARKED
GALVESTON COUNTY, TEXAS

BID #: B141003
OPEN: 11/14/2013
10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor: 707826 CALDWELL AUTOMOTIVE PAR		Vendor: 714252 CLASSIC AUTOPLEX GM, LLC		Vendor:	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	99894	MID-SIZE SPORT UTILITY VEHICLE - MARKEI	1.00	EA	28,216.00	28,216.00	26,481.41	26,481.41	0.00	0.00
				Total of all Items		**28,216.00**		**26,481.41**		**0.00**

SPECIAL PROVISIONS
MID SIZE SPORT UTILITY VEHICLE - MARKED
GALVESTON COUNTY, TEXAS

SPECIAL NOTE:
The Special Provision section of this Invitation to Bid solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Invitation to Bid and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

SPECIAL PROVISIONS:
The County of Galveston is seeking a vendor to supply one (1), 2014 Mid Sized (4 X 4) Utility Vehicles for use by the Sheriff's Department. In the following set of specifications, the term "heavy duty" means the product or component mentioned shall exceed the quality supplied for standard production vehicles. All vehicles should include standard equipment for the model in addition to the following equipment mentioned in this specification letter. The following specifications are the minimum acceptable requirements for the County.

These vehicles should be bid separately from any other vehicles. Depending on funding at time of bid award, these vehicles may or may not be purchased. Galveston County reserves the right to order one (1) or more of these vehicles.

DELIVERY:
All vehicles are to be delivered to the Galveston County Courthouse, 722 Moody (21st Street), Galveston, Texas, 77550 to the attention of Charles Langford, Fleet Manager, (409) 682-4018.

Galveston County is tax exempt and therefore taxes and license fees should not be added to the bid price.

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY.

BODY	**YES**	**NO**	**EXCEPTIONS**
1. Style: Mid-size four door unit, Police Package.	____	____	_____
2. Full roof and headliner.	____	____	_____
3. Heavy duty construction with heavy service package.	____	____	_____
4. Color: White (factory applied & warranted).	____	____	_____
5. Street appearance package.	____	____	_____
6. Moldings: All standard body side molding factory installed (EXCEPTION: Front door moldings to be provided with vehicle but not installed. No moldings holes permitted in front door).	____	____	_____

SPECIAL PROVISIONS
MID SIZE SPORT UTILITY VEHICLE - MARKED
GALVESTON COUNTY, TEXAS

FRAME, SUSPENSION & STEERING	YES	NO	EXCEPTIONS
1. Vehicle should have heavy duty frame designed for police use.	____	____	_____
2. Vehicle should be equipped with heavy-duty suspension components designed for pursuit use such as high-capacity springs, shock absorbers, and sway bars.	____	____	_____
3. Factory installed power steering, designed for high-speed pursuit driving. ethanol blend without degraded performance.	____	____	_____
ENGINE, ENGINE COMPONENTS & DRIVE TRAIN			
1. Engine shall be a minimum 4.6 liter, V8, fuel injected, with heavy duty service features.	____	____	_____
2. Dive train shall be of a "rear wheel drive or All Wheel Drive" configuration.	____	____	_____
3. Engine shall be capable of operating on non-premium unleaded fuel or E85 ethanol blend without degraded performance.	____	____	_____
4. Factory-installed heavy duty cooling system, designed for typical police use.	____	____	_____
5. Factory-installed coolant recovery system designed for maximum cooling capability (police use).	____	____	_____
6. Heavy-duty automatic transmission (at least 4 forward gears, one reverse, plus overdrive) with transmission oil cooler system.	____	____	_____
7. Rear differential shall be a conventional type ring & pinion, with limited slip capacity. Gear radio designed to give best performance for transmission & tire size installed on vehicle.	____	____	_____

SPECIAL PROVISIONS
MID SIZE SPORT UTILITY VEHICLE - MARKED
GALVESTON COUNTY, TEXAS

ELECTRICAL SYSTEMS & NOISE SUPPRESSION SYSTEMS

1. Alternator – minimum 100 ampere-hour rating, heavy duty design for police use. ____ ____ _____

2. Battery – Heavy duty, maintenance-free, 12 volt. Duel Battery if offered. ____ ____ _____

3. Noise Suppression & Grounding – Factory installed, including bonding cable/straps on key components, designed to provide maximum suppression to prevent interference with two-way radios and other electronic equipment. ____ ____ _____

4. Soundproofing – maximum available soundproofing for type of vehicle bid. ____ ____ _____

5. Power Distribution Box – trunk mounted. ____ ____ _____

BRAKES

1. Heavy service package brakes, anti-lock. ____ ____ _____

TRANSMISSION

1. Heavy duty four speed automatic overdrive with oil cooler. ____ ____ _____

2. Traction lock rear axle. ____ ____ _____

INTERIOR

1. Front seat – Heavy duty bucket seats (standard police package equipment) with cloth covering designed to withstand heavy usage. Driver's seat should be four-way power adjustable (up/down & front/back). ____ ____ _____

2. Rear seat – standard for model bid, heavy duty vinyl covering. ____ ____ _____

SPECIAL PROVISIONS
MID SIZE SPORT UTILITY VEHICLE - MARKED
GALVESTON COUNTY, TEXAS

INTERIOR (continued)	YES	NO	EXCEPTIONS
3. Upholstery and interior trim – standard factory colors (tan or dark grey)	____	____	_____
4. Convenience & comfort package.	____	____	_____
5. Dual front airbags.	____	____	_____
6. No rear airbags (if an available factory option)	____	____	_____
7. Floor covering – heavy duty rubber (no carpeting) with heavy duty rubber mats – front and rear.	____	____	_____
8. Windows – tinted glass (factory standard), electrically-operated with controls to operate all windows available from driver's door, and equipped with lockout control (driver's door).	____	____	_____
9. Locks: Electric, with controls to operate all locks from the driver's position. Controls should be provided to disable interior opening handles and lock mechanisms for rear doors. If keyless entry is standard, bidder shall provide three (3) key fobs/remotes per vehicle.	____	____	_____
10. Steering wheel – factory standard with tilt control.	____	____	_____
11. Seat belts – factory standard, passive restraint, colors to match interior.	____	____	_____
12. Deck lid release button – front cabin area (driver's door or dash mounted).	____	____	_____
13, Gauges & Speedometer – Standard gauges (oil temp/pressure, coolant temperature, charging system function, fuel level), either analog or digital (factory standard). Speedometer shall be of a certified calibration (accurate to within 2% of displayed speed), minimum highest speed displayed 140 MPH. Certification documents to be provided at delivery.	____	____	_____

SPECIAL PROVISIONS
MID SIZE SPORT UTILITY VEHICLE - MARKED
GALVESTON COUNTY, TEXAS

PAINT	YES	NO	EXCEPTIONS
1. Color: White (factory applied & warranted).	____	____	_____
TIRES AND WHEELS			
1. Heavy-duty steel wheels, minimum 17", with small center-type cap. Full wheel covers not accepted.	____	____	_____
2. Tires: minimum R235/55R17 "V" series speed-rated radial tires (Goodyear preferred but not required if providing such would result in order delay).	____	____	_____
3. Full size spare same as other tires.	____	____	_____
4. Power assisted, four-wheel disc-type anti-lock brakes, of a design and size that gives safe and adequate repetitive high speed braking with minimum fade after repeated applications (typical police package brake system).	____	____	_____
5. Manuel parking brake, capable of holding the vehicle while parked on an incline.	____	____	_____
LIGHTING EQUIPMENT			
1. Light in glove box.	____	____	_____
2. Courtesy lights.	____	____	_____
3. Dual beam map light.	____	____	_____
4. Center mounted auxiliary dome lamp.	____	____	_____
5. Light under hood.	____	____	_____
6. Six inch (6") round Unity spot lamp, with halogen bulb, mounted on left side of vehicle in "A" pillar. **Lamp shall not be installed on the driver's door, and lamp installation shall not interfere with operation of driver's door with entry/exit to vehicle through driver's door.**	____	____	_____

SPECIAL PROVISIONS
MID SIZE SPORT UTILITY VEHICLE - MARKED
GALVESTON COUNTY, TEXAS

MISCELLANEOUS EQUIPMENT	YES	NO	EXCEPTIONS
1. Tilt steering and speed control.	____	____	_____
2. Standard radio (AM/FM stereo minimum), factory installed.	____	____	_____
3. Interval three (3) speed wipers, front and rear.	____	____	_____
4. Dual horns.	____	____	_____
5. Electric door locks.	____	____	_____
6. Electric windows.	____	____	_____
7. Digital clock.	____	____	_____
8. Power steering.	____	____	_____
9. Heavy duty front and rear chrome bumper, if available.	____	____	_____
10. Equalizer – CAT III/IV receiver-type trailer hitch, includes heavy duty two (2) inch ball and receiving frame mounted.	____	____	_____
11. Trailer towing package.	____	____	_____
12. Handling suspension, heavy duty.	____	____	_____
13. Privacy glass, FACTORY INSTALLED.	____	____	_____
14. Ziebart or Galfree type rust proofing; undercoating; or equivalent.	____	____	_____
15. Maximum sound insulation package.	____	____	_____

SPECIAL PROVISIONS
MID SIZE SPORT UTILITY VEHICLE - MARKED
GALVESTON COUNTY, TEXAS

MISCELLANEOUS EQUIPMENT (continued)	YES	NO	EXCEPTIONS
16. Chrome grill.	____	____	_____
17. Maximum cooling package available for model.	____	____	_____
18. Minimum five (5) pound fire extinguisher mounted-not installed.	____	____	_____
19. Running boards to extend from front to rear doors on both sides of vehicle.	____	____	_____
20. ELECTRIC CONTROL – left and right outside HEATED rear view mirrors.	____	____	_____
INSTRUMENTATION			
1. Oil pressure gauge.	____	____	_____
2. Temperature gauge.	____	____	_____