



WALKER COUNTY COMMISSIONERS COURT

1100 University Avenue
Huntsville, Texas 77340
936-436-4910



DANNY PIERCE
County Judge

DANNY KUYKENDALL
Commissioner, Precinct 1

RONNIE WHITE
Commissioner, Precinct 2

AGENDA
SPECIAL SESSION
MONDAY, OCTOBER 17, 2022
9:00 A.M.
ROOM 104

BILL DAUGETTE
Commissioner, Precinct 3

JIMMY D. HENRY
Commissioner, Precinct 4

CALL TO ORDER

- Announcement by the County Judge whether a quorum is present.
- Certification that public Notice of Meeting was given in accordance with the provisions of Section 551.001 et. Seq. of the Texas Government Code.

GENERAL ITEMS

- Prayer – Pastor James Necker
- Pledge of Allegiance
- Texas Pledge – “Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible”
- Citizens Input – Agenda Items

CONSENT AGENDA

1. Approve Order 2023-05, Compensation of District, County, and Precinct Officers on Salary Basis.

STATUTORY AGENDA

Sheriff's Office

2. Discuss and take action on approval of the 2023 Auto Theft Task Force Interlocal Agreement between Montgomery County and Walker County. – Chief Whitecotton

Emergency Medical Services

3. Discuss and take action on implementing Credit Service Company, Inc. as the new collection service for Walker County EMS. – Rachel Parker
4. Discuss and take action on allowing Walker County EMS to apply for the Firehouse Subs Public Safety Foundation Grant Application for a 4x4 UTV for use at City and County events, search and rescue, wildland fire support, and for access and egress where space is limited for a traditional ambulance. – Rachel Parker

Purchasing

5. Discuss and take action to award C2360-22-004 Jail Security Electronic Upgrade to Sustainable Security Solutions, Inc. – Charlsa Dearwester
6. Discuss and take action to purchase office equipment for Veteran Services not to exceed \$3,000. – Charlsa Dearwester
7. Discuss and take action to purchase IRADV DX 527if Canon Copier, Jail, to be funded with copier replacement funds. – Charlsa Dearwester
8. Discuss and take action on disposal of FAS# 11385, IR1025 Canon Copier, Jail. – Charlsa Dearwester
9. Discuss and take action to continue using ITB 2018-102 Jail Pharmaceuticals contract through Taylor County Agreement. – Charlsa Dearwester
10. Discuss and take action to purchase interior office signage per Walker County Personnel Policy 2.23. – Charlsa Dearwester

Commissioners Court

11. Discuss and take action on Walker County Facility Use Policy, Section 6(t), Regulations for Use of Space. – Commissioner Daugette

Planning and Development

12. Discuss and take action on Brad Dunster variance request to on-site sewage facility regulations of Walker County regarding OSSF feasibility study for I.D.P. on proposed mobile home park William Edson Survey, A-191 - Kalyn Road - Pct. 4 – Andy Isbell
13. Discuss and take action on Right of Way Acquisition Report for Johnny and Deborah Belasquez on George Wilson Road in the W. Birdsell Survey, A-6 - Pct. 1 – Andy Isbell
14. Discuss and take action on acceptance of Right of Way Easement from Johnny and Deborah Belasquez on George Wilson Road in the W. Birdsell Survey, A-6 - Pct. 1 – Andy Isbell

Planning and Development (cont'd)

15. Discuss and take action on Right of Way Acquisition Report for William H. Vann on George Wilson Road in the George E. Hunter Survey, A-251 - Pct. 1 – Andy Isbell
16. Discuss and take action on acceptance of Right of Way Easement from William H. Vann on George Wilson Road in the George E. Hunter Survey, A-251 - Pct. 1 – Andy Isbell

EXECUTIVE SESSION

If during the course of the meeting covered by this notice, Commissioners Court shall determine that a closed meeting of the Court is required, then such closed meeting as authorized by Texas Government Code 551, sub-chapter D, will be held by the Commissioners Court at the date, hour, and place in this notice or as soon after the commencement of the meeting covered by this notice as the Commissioners Court may conveniently meet in such closed meeting concerning any and all subjects and for any and all purposes permitted by Chapter 551, sub-chapter D, inclusive of said Texas Government Code, including but not limited to:

Section 551.071 For the purpose of private consultation between the Commissioners Court and its attorney when the attorney's advice with respect to pending or contemplated litigation settlement offers, and matters where the duty of the Commissioners Court counsel to his client pursuant to the Code of Professional Responsibility of the State Bar of Texas clearly conflicts with the Open Meetings Act.

Section 551.072 For the purpose of discussion with respect to the purchase, exchange, lease, or value of real property, if deliberation in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person

Section 551.073 For the purpose of deliberation regarding prospective gifts or to deliberate a negotiated contract for prospective gift or donation to the Commissioners Court or Walker County, if deliberation in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

Section 551.074 For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee, unless such officer or employee requests a public hearing.

Section 551.076 To discuss the deployment, or specific occasions for implementation of security personnel or devices.

Section 551.086 Deliberation regarding economic development negotiations.

INFORMATION ITEMS

- Public Comment – Non-agenda items
- Questions from the media
- Commissioners Court

ADJOURN

On this 14th day of October, 2022, the Executive Administrator to the County Judge filed this notice, and was posted at the main entrance of the Walker County Courthouse.


Danny Pierce, County Judge


I, the undersigned County Clerk, do hereby state that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice, and I posted a true and correct copy of said Notice on the Courthouse Public Notices area of Huntsville, Walker County, Texas, at a place readily accessible to the general public at all times on the 14th day of October, 2022 and said Notice remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

Dated this 14th day of October, 2022.


Kari A. French, County Clerk

FILED FOR POSTING
At 8:28 o'clock A M

OCT 14 2022

KARI FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS
By 

ORDER NO. 2023-05

**COMPENSATION OF DISTRICT, COUNTY AND PRECINCT
OFFICERS ON SALARY BASIS**

BE IT RESOLVED and ORDERED BY THE COMMISSIONERS' COURT OF WALKER COUNTY, TEXAS, that:

SECTION 1: under LGC§154.007(a) at its first regular meeting in the first month of each fiscal year, the Commissioners' Court may direct, by order entered into its minutes, that all money that otherwise would be deposited in a salary fund created under this chapter shall be deposited in its general fund of the county.

SECTION 2: This resolution and order shall take effect October 1, 2023 after its passage by Commissioners' Court and reviewed by the District Attorney.

PASSED AND APPROVED this _____ day of October 2022.

Danny Pierce
County Judge

Danny Kuykendall.
Commissioner, Precinct 1

Ronnie White
Commissioners, Precinct 2

Bill Daugette
Commissioner, Precinct 3

Jimmy D. Henry
Commissioner, Precinct 4

Attest: Kari French
County Clerk

Approved as to form: Will Durham
District Attorney

INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN MONTGOMERY COUNTY, TEXAS AND WALKER COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into by and between **Montgomery County, Texas**, a political subdivision of the State of Texas, hereinafter referred to as “**Montgomery County**”, and **Walker County, Texas**, a political subdivision of the State of Texas, hereinafter referred to as “**Walker County**”, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WITNESSETH:

WHEREAS, Montgomery County, through its Sheriff Office (“MCSO”), has filed an application with the Motor Vehicle Crime Prevention Authority, an agency of the State of Texas (“MVCPA”), for grant funding of \$372,720, for the period of September 1, 2022 to August 31, 2023 to permit aggressive action to address the auto theft problem in its area (“the Grant”),

WHEREAS, the target geographical area of the Grant includes unincorporated areas in Montgomery County and Walker County, and incorporated area of Montgomery County;

WHEREAS, the MCSO, the Walker County Sheriff’s Office (“the WCSO”), and representatives of the Department of Public Safety for the State of Texas have combined their resources and manpower to form the Montgomery County Auto Theft Task Force (“the Task Force”);

WHEREAS, the MCSO will take the lead in commanding the Task Force and Montgomery County will contribute a total of **\$307,678** in matching funds upon approval of the grant; and

WHEREAS, Walker County believes it is in its best interest to participate in the Task Force, through its WCSO, and Walker County will contribute **\$10,000** in matching funds upon approval of the Grant.

WHEREAS the parties hereto accordingly desire to fulfil the grantor’s requirements, as stated herein below.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits set forth herein, Montgomery County and Walker County agree as follows:

ARTICLE I: PURPOSE

The purpose of this Agreement is to provide for the responsibilities Montgomery County and Walker County as members of the Task Force to fight auto theft problems in their areas, including conducting salvage inspections, eliminating the market for stolen vehicles and stolen vehicle parts, investigating vehicle arson, maintaining data on high theft areas, conducting

surveillance and performing sting operations. In this regard, Montgomery County filed a grant application with the MVCPA requesting funding for Task Force activities and will represent that Walker County will participate in the Task Force pursuant to the Agreement, and in accordance with the grant application which is attached hereto as Exhibit A and incorporated herein for all purposes.

ARTICLE II: TERM

This Agreement shall become effective on the date of the last signature of execution on this agreement, and shall terminate on **August 31, 2023**. It is the intent of the parties that the term of this Agreement shall coincide with the term of the Grant to the extent possible.

Article III: CONSIDERATION

As consideration for Montgomery County's performance under this Agreement, Montgomery County agrees to contribute **\$307,678** in matching funds to the Task Force.

As consideration for Walker County's performance under this Agreement, Walker County agrees to contribute **\$10,000** in matching funds to the Task Force as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Agent Benefits (Walker County employee)	\$10,000	Fringe paid by Walker County in lieu of match (Professional and Contractual Services)

The remainder of funds contributed toward the activities of the Task Force will be derived from grant funding and matching funds contributed by additional Task Force members. The *Montgomery County Grant Application for Fiscal Year 2023* is attached and incorporated herewith as Exhibit A, and the *FY23 Motor Vehicle Crime Prevention Authority (MVCPA) Statement of Grant Award and Grantee Acceptance Notice* is attached and incorporated herewith as Exhibit B. To the extent a conflict may be found to exist between the aforementioned Exhibits, Exhibit B shall control."

ARTICLE IV: TASK FORCE PERSONNEL

Personnel from the MCSO and WCSO will participate in the Task Force as indicated under Exhibits A and B hereto. A lieutenant of the MCSO will act as unit commander of the Task Force, and will be responsible for the overall administration, operation and training of Task Force participants. In the absence of the lieutenant, an MCSO Sergeant will be in charge of the Task Force and will act as a first line supervisor. An Investigator from the WCSO will be available to the Task Force, as contemplated by Exhibits A and B, and will report to the Task Force unit

commander. Other entities participating in the Task Force will provide personnel to participate in the Task Force, as indicated under Exhibits A and B, all of whom will report to the Task Force unit commander.

ARTICLE V: ALLOCATION OF FUNDS

The unit commander of the Task Force will be responsible for administration and allocation of the grant funds and matching funds. Salaries, benefits and travel expenses of individual participants will be paid from Task Force funds pursuant to the salaries and benefits schedules and the Montgomery County Travel and Auto Allowance Policy Statement, which are included in the Grant application attached hereto as Exhibit A. Payments for reimbursable salaries, benefits, and expenses will be made monthly following submission of itemized invoices, with supporting documentation, from Task Force members to the Task Force unit commander. Payment to the Task Force members will be made within thirty (30) days of receipt of such invoices. If any items on any invoices are disputed for any reason, the unit commander may temporarily delete the disputed item and pay the remaining amount of the invoice. The unit commander will promptly notify the Task Force member of any dispute and request clarification and/or remedial action. After any dispute is settled, the payment for the amount settled upon shall be included in the payment of the next monthly invoice.

ARTICLE VI: OWNERSHIP OF VEHICLES, EQUIPMENT AND SUPPLIES

All vehicles, office equipment, hardware, supplies, and any other items purchased with the grant funds and matching funds will be owned by Montgomery County throughout the term of this Agreement and after termination. Participating members in the Task Force may loan property for use by the Task Force from time-to-time during the term of the Agreement, and it is understood and agreed that the original owner will retain ownership of such property, unless otherwise agreed in writing; and, of ownership rights are retained by a member other than Montgomery County, the respective owner shall be solely responsible for the care, control, and maintenance of such property and any damage or loss thereof.

Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VII: INSURANCE

It is acknowledged and agreed that personnel of Walker County that participate in the Task Force may use automobiles purchases with Task Force funds and owned by Montgomery County. Montgomery County, as owner of the vehicle, will obtain and maintain insurance on the

vehicle, provided that, Montgomery County and Walker County each will obtain and maintain liability insurance coverage for its own personnel that are participating in the Task Force.

Montgomery County and Walker County, as political subdivisions of the State of Texas, as are governed by the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, which sets forth certain limitations and restrictions on the types of liability and the types of insurance coverage that can be required of governmental entities in the State of Texas. Montgomery County and Walker County warrant and represent to each other that they are self-insured or commercially insured for all claims falling within the Tort Claims Act.

Each party to the Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employee of the other party, regardless of where the actions or omissions of its employees occurred. Each party acknowledges and agrees that it is solely responsible, financially and otherwise, for the actions, omissions and liabilities of its employees.

ARTICLE VIII: SCOPE OF SERVICES

Walker County agrees to perform the services provided in Exhibit A attached hereto and to comply with the regulation, policies, guidelines and requirement provided by the Grant, as they relate to this Agreement and specifically including the use of Grant funds.

Montgomery County and Walker County agree that Walker County employees assigned to work with the Task Force shall at all times be and remain employees of Walker County. Walker County agrees that its employees assigned to the Task Force will be subject to the disciplinary rules, operating procedures, professional standards, and control of Walker County, and are also subject to the disciplinary rules, operating procedures and professional standards of the Task Force. Where there is any conflict between the disciplinary rules, operating procedures or professional standards of Walker County and the Task Force, the respective disciplinary rules, operating procedures and professional standards of Walker County will control as to employees of Walker County.

ARTICLE IX: INFORMATION/DATA

Walker County shall keep all materials to be prepared hereunder and all Montgomery County data it receives in strictest confidence, excluding those documents and records filed in the courts or otherwise classified as "public records". Walker County shall not divulge such information except as agreed and approved in writing by Montgomery County, or as otherwise required by law.

Montgomery County shall have the right to perform, or cause to be performed: (1) audits of the books and records of Walker County pertaining to Walker County's performance under this Agreement, and (2) inspections of all places where work is undertaken in connection with

this Agreement. Walker County agrees that if, in the sole discretion of Montgomery County, the audit and/or inspection demonstrates a lack of compliance with grant rules or federal, state, and local rules, regulations, laws, statutes, or applicable ordinances, this Agreement may be terminated, and Montgomery County may pursue any legal remedies available by law.

ARTICLE X: LEGAL OBLIGATIONS

Montgomery County and Walker County agree that they will each comply with all federal, state, and local rules, regulations, laws, statutes or ordinances applicable to performance of their obligations hereunder. In exchange for the consideration recited in this agreement, the parties further agree to abide by the representations contained in Montgomery County's grant application (Exhibit A) and to comply with the terms and conditions of any Grant approval by the MVCPA pursuant to Montgomery County's grant application.

ARTICLE XI: COUNTERPARTS AND AMENDMENTS

This agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this agreement, the parties may execute and exchange by telephone facsimile or email counterparts of the signature pages. This agreement may be amended only by mutual agreement of the parties in writing.

ARTICLE XII: LEGAL CONSTRUCTION

If one or more of the provisions contained in the Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This contract shall be governed by and construed in accordance with the laws of the State of Texas. The parties agree that any action to interpret or enforce this agreement or which arises out of this agreement shall be filed in accordance with the Governing Law and Venue provision of Article XIII: UNIFORM ASSURANCES below. The parties hereto further reserve any and all immunities, defenses and liability caps available to each by law.

ARTICLE XIII: UNIFORM ASSURANCES

In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local

government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the

services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

INDEMNIFICATION- TO THE EXTENT PERMITTED BY LAW GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Law Enforcement Agency Grant Restriction- Grantee agency, on behalf of Montgomery County Auto Theft Task Force, is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, and Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance- Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that sub-award performance goals are achieved.

ARTICLE XV: FINANCIAL ADMINISTRATION & REPORTING

In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

ARTICLE XVI: COMPLIANCE

Grantee and sub-grantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee each represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and sub-grantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee

from the local government detected through audits, on-site reviews, and other means.

(3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ARTICLE XVII: ENTIRE AGREEMENT

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this contract. There are no written or oral understandings directly or indirectly related to this contract that are not set forth herein.

[Remainder of this page intentionally left blank. Signature page to follow.]

EXECUTED and made effective on the ____ day of _____, 2022.

MONTGOMERY COUNTY, TEXAS

ATTEST:

Mark Turnbull
County Clerk

Mark J. Keough, County Judge

EXECUTED and made effective on the ____ day of _____, 2022.

WALKER COUNTY, TEXAS

ATTEST:

Kari French
County Clerk

Danny Pierce, County Judge

FY23 Montgomery County Final Adopted Application

Montgomery County Taskforce Grant Application for Fiscal Year 2023

**The Application was submitted by Mark Keough at 6/7/2022 11:04:51 AM and is now locked.
The confirmation Number is 2022060700207.**

Primary Agency / Grantee Legal Name: *Montgomery County*
Organization Type: *Law Enforcement*
Organization ORI (if applicable): *TX1700000: MONTGOMERY CO SO (MIP)*

Program Title Please enter a short description of the proposed program that can be used as the title.
Montgomery County Auto Theft Task Force

Application Category (See **Request for Applications [RFA]** for category details and descriptions RFA Priority Funding Section):

MVCPA Program Category (see RFA and TAC 43, 3 §57.14). Check all that apply.

- Law Enforcement, Detection and Apprehension

Taskforce Grant Participation and Coverage Area

Provide a General Description of the Participating and Coverage Area of this Grant Application

Montgomery County, Walker County, Grimes County, Polk County, San Jacinto County, Madison County, Liberty County and Trinity County

Define in the tables below the grant relationships and geographic area of the taskforce:

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the taskforce. Letters of support with the application from the participating agencies are strongly recommended.

Participating Agencies

TX0930000 GRIMES CO SO
TX1700000 MONTGOMERY CO SO (MIP)
TX2040000 SAN JACINTO CO SO
TX2360000 WALKER CO SO

Coverage Agencies

TX0930100 NAVASOTA PD (AE)
TX1460000 LIBERTY CO SO (AE)
TX1570000 MADISON CO SO
TX1700100 CONROE PD (IBR)
TX1700300 SPLENDORA PD (AE)
TX1701000 MAGNOLIA PD
TX1701200 SHENANDOAH PD
TX1701400 WILLIS PD
TX1701500 STAGECOACH PD (IBR)

TX1701600 OAK RIDGE NORTH PD
 TX1701700 MONTGOMERY PD
 TX1701800 WOODBRANCH PD
 TX1870000 POLK CO SO (IBR)
 TX2290000 TYLER CO SO
 TX2360100 HUNTSVILLE PD (IBR)

- **National Insurance Crime Bureau (NICB)** Used as Match (Documentation and time certification required.)
- **Texas Department of Public Safety (DPS)**
- **Other State or Federal Agency** (specify:) *Texas Department of Motor Vehicles*

Resolution: Complete a Resolution and submit to local governing body for approval. *Sample Resolution* is found in the Request for Application or send a request for an electronic copy to grantsMVCPA@txdmv.gov. The completed and executed Resolution must be attached to this on-line application.

Grant Budget Form

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, Â§57.36). The system will then calculate the correct grant and match amounts.

Budget Entry Option:

Enter MVCPA and Cash Match Amounts

Budget Category		MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel		\$196,307	\$40,392	\$236,699	\$79,777
Fringe		\$0	\$99,278	\$99,278	\$30,950
Overtime					
Professional and Contract Services		\$176,413	\$43,150	\$219,563	\$42,100
Travel		\$0	\$7,641	\$7,641	
Equipment					
Supplies and Direct Operating Expenses (DOE)		\$0	\$59,640	\$59,640	\$7,000
Total		\$372,720	\$250,101	\$622,821	\$159,827
Cash Match Percentage			67.10%		

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Personnel						
Sergeant	Investigator/LEO	100	\$93,991	\$0	\$93,991	
Deputy Specialist 1	Investigator/LEO	100	\$69,050	\$0	\$69,050	
Deputy Specialist 2	Investigator/LEO	100	\$33,266	\$40,392	\$73,658	
Deputy 3	Investigator/LEO	100	\$0	\$0	\$0	\$79,777
Total Personnel		400	\$196,307	\$40,392	\$236,699	\$79,777
Fringe						
Sergeant	Investigator/LEO		\$0	\$36,609	\$36,609	
Deputy Specialist 1	Investigator/LEO		\$0	\$30,797	\$30,797	
Deputy Specialist 2	Investigator/LEO		\$0	\$31,872	\$31,872	
Deputy 3	Investigator/LEO		\$0	\$0	\$0	\$30,950
Total Fringe			\$0	\$99,278	\$99,278	\$30,950
Overtime						
Total Overtime						
Professional and Contract Services						
Grimes County Investigator	Investigator/LEO - personnel	100	\$65,066	\$0	\$65,066	
Grimes County Investigator	Investigator/LEO - fringe	100	\$12,718	\$10,000	\$22,718	
Walker County Investigator	Investigator/LEO - personnel	100	\$72,000	\$0	\$72,000	

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Walker County Investigator	Investigator/LEO - fringe	100	\$26,629	\$0	\$26,629	
NICB In Lieu	NICB - personnel	100	\$0	\$33,150	\$33,150	
DPS In Kind	DPS - personnel	100			\$0	\$42,100
Total Professional and Contract Services		600	\$176,413	\$43,150	\$219,563	\$42,100
Travel						
ABTPA	Law enforcement In-State		\$0	\$1,652	\$1,652	
TAVTI	Law enforcement In-State		\$0	\$3,748	\$3,748	
TCOLE	Law enforcement In-State		\$0	\$2,241	\$2,241	
Total Travel			\$0	\$7,641	\$7,641	
Equipment						
Total Equipment						
Supplies and Direct Operating Expenses (DOE)						
MoCo Fuel & Maintenance			\$0	\$20,000	\$20,000	
MoCo Investigative Tools & Supplies			\$0	\$4,000	\$4,000	
MoCo Communication - PHONES			\$0	\$4,500	\$4,500	
MoCo Mobile Air Cards			\$0	\$2,640	\$2,640	
MoCo Copy Machine			\$0	\$2,070	\$2,070	
MoCo Training Registration (TAVTI)			\$0	\$1,000	\$1,000	
MoCo Pest Control			\$0	\$480	\$480	
MoCo Covert Track Annual Maint			\$0	\$3,000	\$3,000	
MoCo LPR Annual Service Fee			\$0	\$1,000	\$1,000	
MoCo Bait Vehicle Annual Svc Fee			\$0	\$850	\$850	
MCSO Utilities- WATER			\$0	\$2,000	\$2,000	
MCSO Utilities- ELECTRICITY			\$0	\$8,000	\$8,000	
MoCo Postage			\$0	\$100	\$100	
Walker County Investigator Fuel & Maintenance			\$0	\$2,600	\$2,600	
Walker County Investigator Software Subscriptions/Renewals			\$0	\$6,456	\$6,456	
Walker County Investigator Phones			\$0	\$489	\$489	
Walker County Investigator Aircards			\$0	\$455	\$455	
DPS Agent Fuel & Veh Maint- In Kind			\$0	\$0	\$0	\$2,000
NICB Agent Fuel & Veh Maint- In Kind			\$0	\$0	\$0	\$5,000
Total Supplies and Direct Operating Expenses (DOE)			\$0	\$59,640	\$59,640	\$7,000

Budget Narrative**A. Personnel**

Budget Narrative

Personnel: MCSO Sergeant-The Sergeant will be in charge of the Task Force in the absence of the Lieutenant and will act as a first line supervisor. The Sergeant will assist in case assignments, handling of seized property and the sale of said property. The Sergeant will perform c-vin checks, criminal investigation functions, conduct salvage inspections, develop intelligence information, prepare and execute search warrants, and will also act as the public awareness coordinator. He will also work case assignments from the various agencies in the coverage area. One hundred percent of total time at 40+ hours per week is attributed to this project. This position's salary of \$93,991 is 100% funded by grant funds. MCSO - Deputy Specialist 1 This deputy will perform c-vin checks, criminal investigation functions, conduct salvage inspections, develop intelligence information, prepare and execute search warrants. He will also seize stolen vehicles and parts and file seizure petitions in the proper courts. He will gather crime analysis activities and statistical data to be retrieved by other law enforcement personnel to use in their investigations. This data is also needed to file monthly Uniform Crime Reports and reports to the MVCPA. This deputy will also work cases that are assigned from the various surrounding counties as they come into the office. One hundred percent of total time at 40+ hours per week is attributed to this project. This position's salary of \$69,050 is 100% funded by grant funds. MCSO - Deputy Specialist 2 This deputy will perform c-vin checks, criminal investigation functions, conduct salvage inspections, develop intelligence information, prepare and execute search warrants. He will also seize stolen vehicles and parts and file seizure petitions in the proper courts. He will gather crime analysis activities and statistical data to be retrieved by other law enforcement personnel to use in their investigations. This data is also needed to file monthly Uniform Crime Reports and reports to the MVCPA. This deputy will also work cases that are assigned from the various surrounding counties as they come into the office. One hundred percent of his total time (40+ hours per week) is attributed to this project. This position's total salary equals \$73,658. \$33,266 of this salary is funded by grant funds. The remaining \$40,392 in salary will be funded by the Montgomery County Sheriff's matching funds. MCSO- Deputy #3 Montgomery County Sheriff added an additional investigator position to the Task Force in FY19. This investigator has the same responsibilities and position description as the other two deputy specialist. This investigator will have access to all the same provisions of the grant as the other deputy positions. One hundred percent of her total time (40+ hours per week) is attributed to this project. This position's total salary equals \$79,777 and will be fully funded by the Montgomery County Sheriff's Office and will be shown as In-Kind match for the Grant.

B. Fringe

Fringe: Montgomery County Sheriff's Office (MCSO) Fringe Benefits: The Fringe Rates for Montgomery County are FICA: 7.65% of Salary Retirement: 12.27% of Salary Unemployment: \$ 207/ year Insurance: \$ 14,500/ year Workers' Comp. for Law Enforcement Personnel: 2.943% of Salary Fringe.

D. Professional and Contract Services

Grimes County Investigator- This investigator will perform c-vin checks, criminal investigation functions, conduct salvage inspections, develop intelligence information, prepare and execute search warrants. He will also seize stolen vehicles and parts and file seizure petitions in the proper courts. He will gather crime analysis activities and statistical data to be retrieved by other law enforcement personnel to use in their investigations. This data is also needed to file monthly Uniform Crime Reports and reports to the MVCPA. This investigator will also work cases that are assigned from the various surrounding counties as they come into the office. This investigator is assigned all title fraud cases in the project coverage area. This investigator also works out of the Grimes County Tax Assessor's Office and investigates any complaints or suspicious activity involving transactions at the Tax Office. One hundred percent of his total time (40+ hours per week) is attributed to this project. This position's salary of \$65,066 is 100% funded by grant funds. The benefits for this position total \$22,718 and are split between grant funds and matching funds. A total of \$12,718 is funded by grant funds and the remaining \$10,000 is funded by the Grimes County Sheriff's Department matching funds. The Fringe Rates for Grimes County are: FICA: 7.65% Retirement: 8.36% Unemployment: \$44.77/year Insurance: \$10,267/year Workers' Compensation: .0825% Montgomery County provides Grimes County agent a vehicle and maintenance. Below is the vehicle info. Fiaschetti (GRIMES CO) 2016 Ford F-150 Walker County Investigator- This investigator will perform c-vin checks, criminal investigation functions, conduct salvage inspections, develop intelligence information, prepare and execute search warrants. He will also seize stolen vehicles and parts and file seizure petitions in the proper courts. He will gather crime analysis activities and statistical data to be retrieved by other law enforcement personnel to use in their investigations. This data is also needed to file monthly Uniform Crime Reports and reports to the MVCPA. This investigator will also work cases that are assigned from the various surrounding counties as they come into the office. This investigator also works out of the Walker County Tax Assessor's Office and investigates any complaints or suspicious activity involving transactions at the Tax Office. One hundred percent of his total time (40+ hours per week) is attributed to this project. This position's salary of \$72,000 and benefits of \$26,629 are 100% funded by grant funds. The Fringe Rates for Walker County are: FICA: 7.65% Retirement: 14.02% Unemployment: .18% Insurance: \$9,126/year Workers' Compensation: 1.32% NICB Agent- The NICB agent was assigned to this Task Force office in 2013. This agent conducts his own investigation plus assists the Task Force with investigative information regarding motor vehicle theft, title fraud, and insurance fraud. Portion of agent salary \$33,150 will be used as match. Special Agent-DPS-CID- This special agent with the Texas Department of Public Safety is assigned by his department to assist the Task Force with any technical assistance with the State of Texas. This special agent acts as a liaison between the Task Force and DPS when intelligence or special equipment is needed from the State to complete an investigation. The overall salary for this agent is \$84,200. However, only fifty percent of this agent's total time is attributed to this project. Therefore, only fifty percent of this agent's salary (\$42,100) is being contributed in kind and charged to the program.

E. Travel

Budget Narrative

There are typically four MVCPA meetings attended by two members. There are no registration fees associated with this travel. The incidentals for these meetings include lodging and per diem. The total budget for these meetings is \$1,652. Lodging= \$130/night x 1 night x 2 attendees x 4 meetings= \$1040 Per Diem= \$38.25/day for travel days x 2 travel days x 2 attendees x 4 meetings= \$612 TAVTI In-State Travel- This travel is for four Task Force members to attend the TAVTI educational seminar and business meeting. Registration fees for this seminar are included in the Supplies & DOE section. The incidentals claimed for this travel include lodging and per diem. The total budget for the TAVTI seminar is \$3,748. The County will be paying \$3,748 as match. Lodging= \$130/night x 4 nights x 6 attendees= \$3,120 Per Diem= \$38.25/day for travel days x 2 travel days x 6 attendees= \$459 Per Diem= \$51/full day x 3 full days x 5 attendees= \$918 TCOLE Investigator In-State Travel- This travel is for two Task Force members to attend approximately three Investigative Training Classes throughout the year. All Task Force members are eligible to attend these classes. The Montgomery County Sheriff's Office Training Academy will pay for the training registration fees. The incidentals claimed for this travel include lodging and per diem only. The total budget for the TCOLE classes is \$2,241. The County will be paying \$2,241 as match. Lodging (attendees will share a room) = \$100/night x 3 nights x 3 trainings= \$1,170 Per Diem= \$38.25/day for travel days x 2 travel days x 2 attendees x 3 trainings= \$459 Per Diem= \$51/full day x 2 full days x 2 attendees x 3 trainings= \$612 The total budget for all travel expenditures is \$7,641 used as match.

G. Supplies and Direct Operating Expenses (DOE)

Fuel & Maintenance-- The budget for this line consists of the maintenance, fuel, and the general upkeep expenses for all of the trucks purchased for the Task Force. The maintenance labor on each vehicle is provided by the Fleet Operations Department within the Sheriff's Department at no charge. The cost for the parts is included in the grant budget. Prices vary on each purchase and our documented with a purchase order or release. The budget of \$20,000 for this category is based on the average cost of past operating grant years. \$20,000 of the budget will be funded by the Montgomery County Sheriff's office. Please see below list of Montgomery County Auto Theft Task Force Vehicles: Kelley- 2020 Chevy pickup Veith- 2015 Ford Expedition Fiaschetti (GRIMES CO) 2016 Ford F-150 Rollins - 2018 Dodge Ram (marked unit) Merlos- 2018 Dodge Ram (marked unit) 2011 Ford F-350- Spare 2015 Ford Expedition- Spare 2009 Ford F150- LPR Truck 2021 Chevy pickup- Bait Vehicle. Walker County provides their agent a vehicle and provides the maintenance. Investigative Tools & Supplies- The budget for this line consists of supplies that are used daily by the investigators to assist them in photographic documentation of vehicles and suspects under investigation. The investigative supplies are used by the investigators to assist them in identifying vehicles. Investigative supplies include: folding mirrors, shop rags, sand paper, engine degreaser, paint remove, and hand cleaner. These items are purchased in bulk from local automotive stores and other discount stores. The budget of \$4000 for this category is based on the average cost of past operating grant years. The total budget for these expenditures is 100% funded by Montgomery County Sheriff's office. Communication (Phones)- - The budget of \$4,500 for this line is for the monthly cellular telephone fees for the four Task Force members. Cell phones are assigned to each of the investigators to communicate with each other, the Task Force Office, and other agencies. \$4,500 will be paid by Montgomery County Sheriff's Office. Mobile Aircards- The budget for this line is based on a monthly fee used to pay for the Verizon Aircards in the Detective's MOTs in their County vehicles. \$2,640 will be funded by Montgomery County Sheriff's office. Copy Machine- The budget for this line is for the yearly copy machine rental agreement. The copy machine is needed in order to process case reports and to assist in providing copies of titles, agreements, and reports. The copier is essential in the presentation of cases and successful prosecution of the same. The total budget for this category is \$2,070 and is 100% funded by Montgomery County Sheriff's office. TAVTI Training Registration- The budget for this line is to cover the training registration expenditures for the Task Force members to attend the TAVTI Training and Conference. Registration costs \$200/person. There will be four members attending for a total registration cost of \$1,000 funded by the Montgomery County Sheriff's office. Annual Maintenance/Service Agreements- The budget for this line consists of several maintenance and service agreements: Diamondback Pest Control- \$480 Covert Track Annual Maintenance Service: \$3,000 (5 units x \$600/unit) \$3,000 being funded by Montgomery County Sheriff's Office. License Plate Reader (LPR) Annual Service Fee: \$1000 (2 units x \$500/unit) Bait Vehicle Annual Service Fee: \$850 The total budget for this category is \$5,330 being paid by Montgomery County. MCSO Utilities: The budget of \$10,000 for this line is for the utility costs (water and electricity) to operate the Task Force complex. The utilities include monthly electricity charges, monthly water charges, and monthly sewage charges. The budget for this category is based on the average utility costs of past operating grant years. The total budget for these expenditures is 100% funded by Montgomery County Sheriff's office. Postage- The budget for this line is for the costs associated with mailing notifications to complainants and other documents related to the grant. As of March 2015 the USPS adopted new methods to be used for Certified Mail which includes the purchase of special envelopes. The Task Force uses this method of postage when mailing out documents related to this project. The budget of \$100 for this category is based on the average postage costs of past operating grant years. The budget for this category will be 100% funded by the Montgomery County Sheriff's office. Walker County Supplies- Walker County contributes to the cash match directly by paying for the supplies and direct operating expenses for their agent. Once expenditures have been made they provide Montgomery County with copies of the supporting documentation. Walker County contributes a total cash match of \$10,000 for supplies and direct operating expenditures. The cash match consists of: \$2,600 for fuel and maintenance \$6,456 for investigative software and supplies \$489 for phones \$455 for air cards DPS-In addition to the salary and benefits received in lieu of a cash match, the DPS agent provides an in-kind match which consists of his vehicle expenses. Montgomery County has received a letter from DPS anticipating a total in-kind contribution of \$2,000 for this grant year. NICB-In addition to the salary and benefits received in lieu of a cash match, the NICB agent provides an in-kind match which consists of his vehicle expenses. Montgomery County has received a letter from NICB anticipating a total in-kind contribution of \$5,000 for this grant year. All of the supplies described in this narrative are purchased by comparative shopping through approved County vendors.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

Source of Cash Match

Montgomery County SO	Grantee	\$196,951
Grimes County SO	Other	\$10,000
Walker County SO	Other	\$10,000
Total Cash Match		\$250,101

Source of Cash Match

NICB Personnel	NICB	\$33,150
Total Cash Match		\$250,101

Source of In-Kind Match

Montgomery County SO	Grantee	\$110,727.00
DPS In Lieu	Other	\$44,100.00
NICB In Lieu	NICB	\$5,000.00
Total In-Kind Match		\$159,827.00

Statistics to Support Grant Problem Statement

Reported Cases	2020			2021		
	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)
Montgomery County Task Force	540	4,125	10			

Application Narrative**Grant Introduction (Executive Summary) and General Information**

- 1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

This project covers nine counties (Montgomery, Grimes, Walker, San Jacinto, Polk, Trinity, Madison, and Liberty) totaling over 7,727 square miles with a total population of over 973,092 permanent residents plus thousands of visitors and temporary residents, who work, visit, or go to school in the program area. Montgomery County has been identified by the State as being one of the fastest growing areas for potential investors and relocation of several national companies. Implementation of this Grant will assist law enforcement with servicing the needs of the program area. Both residents and visitors to the program area will benefit from reduced auto theft and burglary of motor vehicle rates due to the successful operation of this project/grant. In spite of being adjacent to Harris County, one of the highest vehicle theft areas in the State, Montgomery County has several other problems that contribute to the frequency of auto theft and recoveries within the program area: Changes in auto theft trends, Economic & Personal Gain of theft and sale of vehicles and parts; Insurance & Title Fraud, and Car-Jacking, Burglary of motor vehicles and Human Trafficking. With our program area being in such close proximity to Harris County, many thieves use the rural areas of Montgomery County to dump or strip stolen vehicles. To combat these problems, Task Force personnel will continue to employ a strategy to effectively communicate with other area law enforcement agencies including DPS Agents as well as NICB in the identification and location of stolen vehicles and parts; conduct Salvage & Accessory Shop inspections; 68A Inspections on Trailers and VIN Verifications on Vehicles and conduct sting operations on scrap dealers who buy vehicles and parts. The Task Force will continue to target rural areas where auto thieves hide, store, strip/chop and conduct VIN switches. The strategies that we will use are: conducting special bait operations, field and surveillance operations to detect and curtail such activities. The Task Force has added Angelina County to our Program area which will expand the rural areas that the program covers. In addition, the Task Force will also focus on the highly populated areas, such as The Woodlands, that contain a major mall and over 500 businesses by deploying Bait operations to catch prospective car thieves that may come into our program area. The Task Force has recently seen an up tick in vehicles stolen for the purpose of Human Trafficking. This trend extends from the coverage area to the U.S.-Mexico border.

- 1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)?

The Project Director of the Task Force has thirty years of law enforcement experience; with over twenty-five years investigative experience with Major Crimes, Property & Persons, Narcotics, & Undercover operations. The program is a multi-agency which creates an excellent network between the agencies involved, in addition to having a D.P.S. Special Agent and N.I.C.B Agent assigned to work with the investigators and give the program instant access to state and nation wide information. The program maintains regular contact with all agencies and all personnel are available to all of its coverage area counties, via telephone or email, to provide any manpower or assistance for any auto theft related cases or emergencies. Montgomery County, the Hosting agency of the program, has mandatory yearly training for all of its employees in cultural diversity and racial profiling, as well as, all the participating agencies. The Hosting Agency covers all the registration fees for any investigator or analyst training classes needed. The unique multi-ethnic and multi-race population of the program area allows investigators to exercise their cross-culture awareness and training on a daily basis in the scope of their investigation. The program is staffed by multiple ethnic members, which provides daily training in cultural diversity.

The Task Force will be Commanded by a Lieutenant. The day to day operations of the Task Force will be under the Supervision of a Sergeant. The Task Force is comprised of Investigators from Montgomery County, Walker County and Grimes County. The Task Force will be supported by the participating agencies, agencies within the coverage area, DPS, NICB and Texas DMV Investigators. The geographical area of the Task Force is mostly rural, which provides many opportunities for the hiding of stolen vehicles and areas to conceal chop shops. The rural area also provides opportunities for theft of larger vehicles of the type generally used in Human Trafficking. The proximity of the Task Force to Harris County and the City of Houston requires constant communication and

exchanging of information with the Harris County and City of Houston Task Forces. The criminal element in Harris County and City of Houston is transient and will commit vehicle related crimes in the Montgomery County Task Force's area of responsibility.

Grant Problem Statement

- 2.1 Provide an assessment of the burglary from a motor vehicle (including theft of parts) problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The total number of burglary of motor vehicles continues to increase throughout the years. The increasing population and visitors to Montgomery County and surrounding counties affords a greater number of opportunities for vehicle burglars. Vehicle burglaries occur in the traditional methods of vehicles being left unlocked and through the use of forced entry. Vehicles were burglarized in commercial areas, public parks, business', and private residences. The statistics show that motor vehicle burglaries occur anywhere at anytime. The Task Force is using Compstat and other sources of data to help target areas and times for bait operations and surveillance operations to combat motor vehicle burglaries.

Currently the theft of catalytic converters is rising drastically in the task force area, due to the rise of precious metal prices. The most often targeted vehicle is the Toyota Tundra. We are currently gathering intel and data to mount an operation. The statistics to support this section and section 2.2 are gathered from the task force area, not just Montgomery County.

- 2.2 Provide an assessment of the motor vehicle theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

Montgomery County is connected to the North side of Harris County. Statistically, Harris County has one of the highest percentages of vehicle thefts in the state, with many criminal activities crossing over the Montgomery County border. Due to the presence of rural areas, thieves can avoid early detection giving criminals more time to strip the vehicles for parts and accessories, leaving the stolen vehicles abandoned until discovered by land owners or law enforcement. All of the identified theft rings and vehicle theft suspects move freely in and out of our program area into the more densely populated areas of our county and Harris County. We are seeing changing economic trends as one of the driving forces of auto theft. When a particular model of vehicle is targeted as the newest or easiest vehicle to steal and alter, they are stolen in large numbers. Stolen parts from these vehicles have created a market for individuals to customize their vehicles. This also results in local salvage yards, auto body shops, auto recycling, and auto accessory shops buying these stolen parts and accessories. An example of this type of thefts is the Ford and Chevy Trucks and older Honda cars. This Trend has elevated these vehicles into the Top Five stolen vehicles in this state. Economic gain and "easy access" due to owner complacency has also increased the volume of auto burglaries in this county. Vehicles are bought and sold on Craig's list and other online services where the citizenry are victimized repeatedly by the same group of criminals. Another occurring trend is the theft of Motor Vehicles to commit crash burglaries. Almost every crash burglary in Montgomery County been committed using a stolen vehicle. These vehicles are sometimes stolen locally and or come from Harris County or the City of Houston.

- 2.3 Provide an assessment of the fraud-related motor vehicle crime problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

Fraud related crimes in the coverage area primarily surround the changing of VINs, and printing of fraudulent titles. The majority of these vehicles are sold on line. The target group are usually poor Hispanics who due to their financial standing can not secure legitimate loans to purchase vehicles. The stolen vehicles have the VIN changed and a fraudulent title accompanies the sale. Intelligence information indicates that many of the sellers are also of Hispanic origins and will only sell to other Hispanics. As of this writing the Task Force has been successful in making arrests with the assistance of citizens. The stolen vehicles come from a variety of sources to include private residences, apartment complexes, and car dealerships. The stolen vehicles are usually sold in the ten (10) to fifteen (15) thousand dollar range, in cash only transactions.

- 2.4 Provide an assessment of motor vehicle crime not covered above like insurance fraud, preventing stolen vehicles from entering Mexico, bridge/port stolen vehicle export crime, disruption of cartels and organized criminal enterprises related to motor vehicle crime, etc...

The Task Force is exchanging information and working operations with the Montgomery County Organized Crime Unit to combat organized groups/cartels that are involved in stealing vehicles for the purpose of transporting drugs and Human Trafficking. Not being a port or border task force, we don't directly interact with bridge/port issues.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

- 3.1 Functions of the proposed program related to burglary from a motor vehicle (including theft of parts)

Task Force utilizes Compstat and daily 24 hour reports to monitor the BMV's occurring. Task Force personnel use the Montgomery County Sheriff's Office Real Time Crime Center to gather intelligence information and investigative data. The Task Force will use this information to prepare and carry out pro-active operations to include surveillance operations of hot spots, bait vehicle and targeted

patrol operations. The Task Force has two officers dedicated to BMV's and liaison with the various patrol districts and police agencies in the coverage area to combat BMV's and theft of vehicle parts.

The task force will conduct surveillance operations to identify and apprehend BMV suspects. Task Force members will also utilize marked task force units to patrol high BMV areas, conducting traffic stops and civilian contacts to identify and apprehend BMV suspects. Bait and decoy operations will also be utilized to identify BMV suspects. The task force will also utilize these tactics to identify and apprehend jugging suspects.

3.2 Functions of the proposed program related to motor vehicle theft.

The Task Force will reduce the incident of a motor vehicle theft in the program area by conducting Bait Vehicle Operations targeting the areas with high theft rates based on Compstat and other crime analysis statistics to include rural areas spread throughout the program area. Salvage Yard Inspections will be conducted at Dealers, Repair shops and Auto Recycling shops; Salvage Yard means any place of outdoor storage or deposit for storing, keeping, processing, buying, or selling junk or as a scrap metal processing facility. Investigators will be targeting such facilities checking for any stolen vehicles or vehicle accessories/parts and checking on the Licenses and Certificates that such facilities need to maintain to stay in business. License Plate Reader (LPR) Truck will be deployed at least once a week to monitor areas such as shopping center parking lots as well as Apartment Complexes parking lots that have been lately noticed to be used as a "Cool off" spots for stolen vehicles. Criminal Cases will be filed with the District Attorney's Office in which field operations and bait vehicle operations and monitoring the areas with high theft rate will lead to suspect information and generate evidence to support criminal charges being filed and eventually increase the number of arrests of auto theft suspects. The Task Force maintains regular contact with the Montgomery County Patrol Division, Organized Crime Unit- Narcotics, and the Gang Unit as well as all other departments within our program area agencies and provide those departments with assistance and manpower when needed for special operations such as warrant round ups or search warrants. In Addition, having DPS, DMV and NICB investigators assigned to our Task Force creates an excellent network and gives the program access to statewide and nationwide information. Intelligence Information-sharing will be conducted on a monthly basis by disseminating bulletins and attending intelligence sharing meetings. The Task Force has an Assigned NICB Agent who assist all personnel with detecting any suspicious activities regarding Insurance Fraud, and identifying and inspecting vehicles, trailers, ATVs and Heavy Equipment. The agent also assists with Salvage Inspections and search warrants. Investigators will be conducting 68A Inspections in (3) different locations (Montgomery, Grimes, and Walker Counties) to shorten the distance traveled by public to the nearest office. Collaboration with the TX DMV and the Tax Assessor Collector's Office of the (9) Counties to detect any title Fraud Activity in which will be conducted by Task Force Investigators who will be meeting with them on regular basis and communicating with the TX DMV and monitoring any suspicious Title Fraud activities. Title Fraud has been identified as a method of laundering stolen vehicles. Task Force Investigators will conduct follow up investigations in an attempt to identify and prosecute co-conspirators, locate, and recover stolen motor vehicles. The Task Force in conjunction with the MCSO PIO issues and will continue to issue nightly reminders to lock vehicles and secure belongings.

3.3 Functions of the proposed program related to fraud-related motor vehicle crime (such as title and registration fraud)

The Task Force maintains a good working relationship with the tax office and DMV investigator. These relationships generate many leads into title and registration fraud which are then investigated. The Task Force has conducted and participated in multiple operations aimed at the sale of fraudulent paper tags in the task force area. Information and assistance is gathered from multiple agencies to successfully conduct these operations, search warrants and arrest warrants.

3.4 Functions of the proposed program related to preventing motor vehicle crime (motor vehicle theft, burglary from a motor vehicle and fraud-related motor vehicle crime)

The Task Force will be implementing several educational initiatives to educate the public regarding Motor Vehicle Burglary and Theft prevention methods. The Project Personnel will be attending public events, such as National Night Out and Law Enforcement Expos, in which they will interact with the public and pass out brochures that provide them with tips on how to avoid becoming a victim of car theft or burglary. Educational Presentations will show the public what to look for when purchasing a vehicle from a private seller or the internet which has become a very popular trend, among thieves to sell stolen vehicles, trailers, ATVs and Heavy Equipment. The Task Force will be placing the "Stripped Vehicle Display" at public parking lots as an awareness method to show what could happen if valuables were left on plain sight or vehicle left unlocked. Vehicle Report Cards field operations will be taking place during the Holiday season as a reminder for the public to keep their belongings out of sight. The Task Force will be also utilizing the media by sending media releases to local Newspapers, TV and Radio and posting all the activities on the Task Force Facebook Page. The Task Force conducts numerous training classes for deputies within the hosting agency as well as for our partner agencies in and outside our program area. These training classes provide training to officers that include: motor vehicle theft, vehicle identification, theft recognition, heavy equipment identification, VIN switches and tampering and title fraud. The training classes take place at the Montgomery County Sheriff's Office Training Academy and in any other locations within our program area, when requested and scheduled. The Task Force also conducts training for the Montgomery County Citizens Academy and other community organizations, within our program area that provide the strategies for the prevention of: auto burglary, auto theft, and Title fraud and internet crimes as they relate to auto theft. These classes are scheduled at the Montgomery County Sheriff's Academy or any other location within our program area, when requested and scheduled.

The Task Force in conjunction with the Montgomery County S.O. Public Information Officer does a night reminder on the S.O. Facebook page to lock your vehicles. This public awareness reminder goes out every evening at 9 pm. Montgomery Crime Stoppers is a regional effort that covers Montgomery, San Jacinto and Liberty Counties. The Crime Stoppers unit is used to put information out to the public and to gather tips regarding vehicle crimes. The Task Force also reaches out to the public through our partner agencies throughout our coverage area.

3.5 Functions of the proposed program for other motor vehicle crimes investigations and activities consistent with the statutory requirements (preventing stolen vehicles from entering Mexico, stopping illegal export of stolen vehicle from bridge/ outbound port

operations, disruption of cartel or organized criminal enterprises using stolen motor vehicles or fraud related motor vehicle crime, insurance fraud, etc...)

This task force is not located at a bridge or port, so we don't directly interact with these issues. The task force area has recently seen an increase in stolen vehicles from our area being recovered near the border and being used for human trafficking. There has also been an increase in recovered pick up trucks in our area that appear to be outfitted for human trafficking. While not a bridge or port task force the impact of the activities of the border area are impacting this task force.

- 3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

The Task Force collaborates with multiple agencies working together across multiple jurisdictions to impact auto theft and burglary of motor vehicles crimes. Every agency will be invited to bring their statistics regarding auto theft and BMV, in an effort to identify areas of concern that can be targeted for pro-active activities. The Task Force has also worked with Auto Theft investigators from other states to conduct and/or assist with Auto Theft investigations.

The Task Force has members from Walker and Grimes Counties. These members are responsible for maintaining regular contact with the agencies within there counties. Regular contact is defined within the Task Force as monthly contact with each agency. Sgt. Smith maintains regular contact with the other agencies within our coverage area and DPS. The contact can be in person or by telephone.

Sgt. Smith maintains regular contact with the Houston Police Department, Harris County Sheriff's Office and Pasadena Police Department Task Forces. In addition to the regular contact maintained by Sgt. Smith, individual members of the Task Force maintain relationships and contact with members of the contiguous Task Forces. When an investigation leads into the area of another Task Force, we always contact the local Task Force to advise them of our efforts, to ensure that there isn't a duplication of effort and to share intelligence information, to further the efforts of all involved.

- 3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.

N/A

Part II

Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program.

Click on the link above and select the method by which statutory measures will be collected. Law Enforcement programs must also estimate targets for the MVCPA predetermined activities. The MVCPA board has determined that grants programs must document specific activities that are appropriate under each of the three goals. Applicants are allowed to write a limited number of user defined activities.

ID	Activity	Measure	Target
Statutory Motor Vehicle Theft Measures Required for all Grantees.			
1.1.15	Increase the recovery rate of stolen motor vehicles	Report the number of vehicles recovered by taskforce	
1.1.16	Increase the clearance rate of MVTs	Report the number of MVT cases cleared	
1.1.17	Increase the number of persons arrested for motor vehicle theft	Report the number of persons arrested for motor vehicle theft by taskforce	
Statutory Burglary of a Motor Vehicle Measures Required for all Grantees			
2.1.12	Increase the clearance rate of motor vehicle burglaries	Report the number of BMV including parts cases cleared	
2.1.13	Increase the number of persons arrested for motor vehicle burglary	Report the number of persons arrested for burglary by taskforce	
Statutory Fraud-Related Motor Vehicle Crime Measures Required for all Grantees			
8.1.1	Increase the clearance rate of fraud-related motor vehicle crime cases.	Report the number of fraud-related motor vehicle cases cleared	
8.1.2	Increase the number of persons arrested for fraud-related motor vehicle crimes.	Report the number of persons arrested for fraud-related motor vehicle crimes	
Measures for Grantees. Add Target values for those that you will measure.			
1	Goal 1: Reduce the Incidence of Motor Vehicle Theft through Enforcement Strategies		
1.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Motor Vehicle Theft		
1.1.1	Identify groups of auto theft offenders through intelligence gathering, crime analysis and the use of informants	Number of MVT groups identified. Include gangs, cartels or other criminal enterprise with two or more members	

ID	Activity	Measure	Target
1.1.2	Identify and document/record prolific MVT offenders [Prolific is defined as "linked to MVT offenses three or more times"]	Number identified/documented offenders	
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other). (see 1.3.3 to report the number of vehicles inspected in these businesses)	Number of businesses inspected	25
1.1.6	Conduct bait vehicle operations that target MVT offenders	Number of bait vehicle deployments. Include BMV bait operations here.	12
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	12
1.1.9	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	
1.1.12	Conduct covert operations targeting MVT offenders	Number of covert operations	12
1.1.13	Conduct warrant "round-up" operations targeting motor vehicle crime offenders, including people wanted for MVTs, motor vehicle burglaries, theft of vehicle parts and motor vehicle fraud related crime.	Number of warrant round-up operations performed for MVT, BMV and FRMVC.	2
1.1.20	Number of Altered Vehicles Recovered	Report the total number of vehicles recovered with altered Vehicle Identification Number. Note: Please remember that a vehicle recovered must be reported in 1.1.15	
1.2	Strategy 2: Conduct Collaborative Efforts that Result in Reduction of Incidents of Motor Vehicle Theft		
1.2.1	Provide Agency Assists for MVT and motor vehicle related fraud	Number of agency assists related to MVT. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	75
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) within the taskforce department(s) where a motor vehicle was used in the commission of the crime (includes identification of vehicles). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	10
1.2.3	Collaborate with all other outside LE agencies and other organizations that assist in the reduction of MVTs. Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of MVT theft investigations.	12
1.2.5	Conduct intelligence information-sharing (Personal attendance)	Number of intelligence meetings attended (include attending as presenter, participant or attendee)	4
1.2.6	Conduct intelligence information-sharing (Written information)	Crime analysis bulletins disseminated (include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)	
1.2.7	Collaborate with other MVCPA taskforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in MVT, BMV and FRMVC.	
1.3	Strategy 3: Prevent and Reduce the Incidence of Fraud-Related Motor Vehicle Activities		
1.3.1	Collaborate with agencies relating to investigation and enforcement of vehicle insurance fraud and FRMVC	Number of collaborations	

ID	Activity	Measure	Target
1.3.2	Conduct confidential 68(A) inspections (for TxDMV assignment or reassignment of VIN required by Tx Trans. Code §501.032)	Number of vehicles inspected to complete a TxDMV 68A inspection form per TxDMV (VIN assignment, reassignment, bonded title)	750
1.3.3	Conduct VIN verification inspections. (All other reasons except bridge or port)	Number of vehicles inspected by taskforce to identify the vehicles not reported in confidential (68A) or bridge and port sections.	
1.3.4	Coordinate with TxDMV/Tax Offices relating to investigation and enforcement of fraudulent titles and registration of stolen vehicles	Number of collaborations with TxDMV HQ, TxDMV Regional Service Centers or County Tax Assessor Collector offices.	5
2	Goal 2: Reduce the Incidence of Theft from Motor Vehicles through Enforcement Strategies		
2.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories		
2.1.1	Conduct bait vehicle operations that target vehicle burglary offenders	Number of bait vehicle burglary deployments	12
2.1.2	Identify "prolific BMV offenders" through informants and intelligence [Prolific is defined as "linked to BMV and theft of vehicle parts and accessories offenses three or more times"]	Number of offenders identified	
2.2	Strategy 2: Conduct Collaborative Efforts that Result in the Reduction of Incidents of Theft From a Motor Vehicle		
2.2.1	Provide Agency Assists BMV.	Number of agency assists related to BMV or stolen parts. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	15
2.2.2	Collaborate with other units or divisions within the taskforce department(s) (i.e. homicide, vice, narcotics, etc.) where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of BMV theft investigations.	2
2.2.3	Collaborate with all other outside LE agencies and other organizations where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	2
3	Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Motor Vehicle Theft, Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories		
3.1	Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens		
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	5
3.1.2	Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	4
3.1.4	Conduct vehicle identification initiative/event	Number of etching events. Include windows, component parts, VIN stamps and catalytic converters.	
3.1.4.1	Conduct vehicle identification initiative/event	Number of Participants/Attendees (Vehicles Marked)	
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.). Describe in 6.1.1.	
3.1.6	Conduct vehicle report card initiatives.	Number report cards issued	
3.1.7	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets	20

ID	Activity	Measure	Target
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	10
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	
3.2	Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property		
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit	3
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.	2

Grant Evaluation

- 4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.

The Task Force relies on Compstat and Crystal generated reports to collect crime related data. The task force has a 30 day, 7 day and 24 hour BMV report to maintain long term, medium term and short term view on BMV activity in our area. We also utilize a 7 day report to monitor vehicle thefts and UUMV. Monthly reports are generated by members of the task force to monitor activities and statistical data regarding work production.

- 4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.

N/A

TxGMS Standard Assurances by Local Governments

- ☒ We acknowledge reviewing the *TxGMS Standard Assurances by Local Governments* as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

Current Documents in folder

[Resolution.pdf](#) (7/8/2022 8:59:05 AM)

Certifications

The certifying official is the authorized official, Mark Keough, County Judge.

By submitting this application I certify that I have been designated by my jurisdiction as the authorized official to accept the terms and conditions of the grant. The statements herein are true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

By submitting this application I certify that my jurisdiction agrees to comply with all terms and conditions if the grant is awarded and accepted. I further certify that my jurisdiction will comply with all applicable state and federal laws, rules and regulations in the application, acceptance, administration and operation of this grant.

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**FY23 Motor Vehicle Crime Prevention Authority
Statement of Taskforce Grant Award and Grantee Acceptance Notice**

Grant Number:	608-23-1700000	Grant Award Amount:	\$372,720
Grantee:	Montgomery County	Total Cash Match Amount:	\$250,101
Program Title:	Montgomery County Auto Theft Taskforce	In-Kind Match Amount:	\$159,827
		Reimbursement Percent*:	63.21%
Grant Term: September 1, 2022 to August 31, 2023			

That whereas, **Montgomery County** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on May 3, 2021 to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **Montgomery County Auto Theft Taskforce**, and further identified by grant number **608-23-1700000**; and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY23 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **July 11, 2022**; and

Whereas, the Grantee desires to accept the FY23 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on May 3, 2021;
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary:

Grant Budget Summary: Montgomery County (App ID: 207)				
Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	\$196,307	\$40,392	\$236,699	\$79,777
Fringe	\$0	\$99,278	\$99,278	\$30,950
Overtime				
Professional and Contract Services	\$176,413	\$43,150	\$219,563	\$42,100
Travel	\$0	\$7,641	\$7,641	
Equipment				
Supplies and Direct Operating Expenses (DOE)	\$0	\$59,640	\$59,640	\$7,000
Totals	\$372,720	\$250,101	\$622,821	\$159,827
*Reimbursement Percent: 63.21% - \$372,720-MVCPA Amt / (\$622,821-MVCPA Amt. plus \$250,101-Cash Match minus \$622,821-amt. in Lieu of)				

Now, therefore, the Grantee accepts the FY23 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

X **Intelligence Sharing** - The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

X **Multi-agency grant** - The grantee is required to complete and maintain interlocal agreement with all participating subgrantees as required by law and TxGMS. The grantee must complete a process to monitor and ensure grant compliance of subgrantees. The grantee must maintain the process locally and document compliance with that plan.

X **Multi-agency Grant Operational Plan** – The grantee is required to provide an operational plan describing the communication process with participating and coverage jurisdictions. The operational plan must include how meetings are held, how often, and whether meetings are held in person or remotely. The grantee must report meetings in quarterly progress reports.

APPROVED AND ACCEPTED BY:



Authorized Official
~~James Houch~~
~~Mark S. Keough~~ County Judge

Printed Name and Title
8/9/2022

Date Signed
Pro-tem

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is effective as of _____ by and between **Walker County Texas EMS** (“Covered Entity”) and **Credit Service Company, Inc.** on behalf of itself and its Affiliates (“Business Associate”).

RECITALS

WHEREAS, Covered Entity has engaged Business Associate to perform services or provide goods, or both;

WHEREAS, Covered Entity possesses Individually Identifiable Health Information that is protected under HIPAA (as hereinafter defined), the HIPAA Privacy Regulations (as hereinafter defined), the HIPAA Security Regulations (as hereinafter defined), and the HITECH Standards (as hereinafter defined) and is permitted to use or disclose such information only in accordance with such laws and regulations;

WHEREAS, Business Associate may receive such information from Covered Entity, or create and receive such information on behalf of Covered Entity, necessary to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard Individually Identifiable Health Information;

NOW THEREFORE, in consideration of the mutual promises and other consideration contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Services.** The services to be provided by Business Associate are the collection of patient accounts receivable from individuals, patients, their guarantors, and those third parties such as insurance carriers, employers, or governmental agencies as may be liable for payment. Such collection shall involve contact through appropriate means, including contacting individuals, patients, guarantors, and other appropriate third parties via mail, telephone and electronic means with regard to repayment; furnishing such parties itemized statements and other account information; litigation to recover account receivables and supporting the litigation as required with necessary proof; billing insurance carriers, governmental agencies, or other appropriate third parties and the provision of documentation needed to support the claims, and other steps reasonably suited to collection of amounts due Covered Entity.
2. **Definitions.** The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the HITECH Standards.
 - a. “Breach” shall mean the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under 45 C.F.R. Part 164, Subpart E (the “HIPAA Privacy Rule”) which compromises the security or privacy of the Protected Health Information. “Breach” shall not include:

(1) Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Rule; or

(2) Any inadvertent disclosure by a person who is authorized to access Protected Health Information at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, or Organized Health Care Arrangement in which Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule; or

(3) A disclosure of Protected Health Information where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

b. “Business Associate” means, with respect to a Covered Entity, a person who:

(1) On behalf of such Covered Entity or of an organized health care arrangement in which Covered Entity participates, but other than in the capacity of a member of the workforce of such Covered Entity or arrangement, performs, or assists in the performance of:

a) a function or activity involving the use or disclosure of Individually Identifiable Health Information and /or Protected Health Information, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice management, and repricing; or

b) any other function or activity regulated by the HIPAA Privacy Regulations or HIPAA Security Regulations; or

(2) provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, Data Aggregation, management, administrative, accreditation, or financial services to or for such Covered Entity, or to or for an organized health care arrangement in which Covered Entity participates, where the provision of the service involves the disclosure of Individually Identifiable Health Information and Protected Health Information from such Covered Entity or arrangement, or from another Business Associate of such Covered Entity or arrangement, to the person.

c. “Covered Entity” means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by the HIPAA Privacy Regulations and HIPAA Security Regulations.

d. “Data Aggregation” means, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.

e. “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is transmitted by or maintained in electronic media as defined in the HIPAA Security Regulations.

f. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

g. “HIPAA Privacy Regulations” means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subpart A and Subpart E.

h. “HIPAA Security Regulations” means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the security of Electronic Protected Health Information, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subpart A and Subpart C.

i. “HITECH Standards” means the privacy, security and security Breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH”), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder.

j. “Individually Identifiable Health Information” means information that is a subset of health information, including demographic information collected from an individual, and;

(1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

(2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and

a) that identifies the individual; or

b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

k. “Protected Health Information” or “PHI” means Individually Identifiable Health Information transmitted or maintained in any form or medium that (i) is received by Business Associate from Covered Entity, (ii) Business Associate creates for its own purposes from

Individually Identifiable Health Information that Business Associate received from Covered Entity, or (iii) is created, received, transmitted or maintained by Business Associate on behalf of Covered Entity. Protected Health Information excludes Individually Identifiable Health Information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g, records described at 20 U.S.C. § 1232g(a)(4)(B)(iv), and employment records held by the Covered Entity in its role as employer.

3. Any terms capitalized, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the HITECH Standards.

4. Status of Parties. Business Associate hereby acknowledges and agrees that Covered Entity is a Covered Entity and that Business Associate is a Business Associate of Covered Entity.

5. Permitted Uses and Disclosures.

a. Performance of Services. Business Associate may use and disclose PHI in connection with the performance of the services if such use or disclosure of PHI would not violate HIPAA, the HIPAA Privacy Regulations, or the HITECH Standards if done by Covered Entity or such use or disclosure is expressly permitted under Section 6.b. or 6.c. of this Agreement.

b. Proper Management and Administration. Business Associate may use PHI for the proper management and administration of Business Associate in connection with the performance of services described in the Collection Service Agreement executed as a separate document by the respective parties and as permitted therein. Business Associate may disclose PHI for such proper management and administration of Business Associate only with the prior consent of Covered Entity. Any such disclosure of PHI shall only be made if Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that: (1) the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (2) Business Associate will be notified by such person of any instances of which it becomes aware in which the confidentiality of the PHI has been breached.

c. Other Permitted Uses. Unless otherwise limited herein, the Business Associate may also: (1) perform Data Aggregation for the Health Care Operations of Covered Entity; (ii) may use, analyze, and disclose the PHI in its possession for the public health activities and purposes set forth at C.F.R. § 164.512(b); and (iii) de-identify any and all PHI provided that Business Associate implements de-identification criteria in accord with 45 C.F.R. §164.514(b).

6. Nondisclosure.

a. As Provided in Agreement. Business Associate shall not use or further disclose PHI except as permitted or required by this Agreement.

b. Disclosures Required by Law. Business Associate shall not, without the prior written consent of Covered Entity, disclose any PHI on the basis that such disclosure is required by

law without notifying Covered Entity so that Covered Entity shall have an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all alternatives for relief. Business Associate shall require reasonable assurances from persons receiving PHI in accordance with Section 5.b. hereof that such persons will provide Covered Entity with similar notice and opportunity to object before disclosing PHI on the basis that such disclosure is required by law.

c. Additional Restrictions. If Covered Entity notifies Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to HIPAA, the HIPAA Privacy Regulations or the HITECH Standards, Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions.

7. Safeguards, Reporting, Mitigation and Enforcement.

a. Safeguards. Business Associate shall use any and all appropriate safeguards to prevent use or disclosure of PHI otherwise than as provided by this Agreement. Business Associate further agrees to use appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of any Electronic PHI in accordance with the HIPAA Security Regulations (after the compliance date of the HIPAA Security Regulations) and the HITECH Standards.

b. Business Associate's Agents. Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI agree in writing to be bound by the same restrictions and conditions that apply to Business Associate with respect to such PHI.

c. Reporting. Business Associate shall report immediately to Covered Entity any use or disclosure of PHI in violation of this Agreement or applicable law of which it becomes aware. Business Associate further agrees to report immediately to Covered Entity any security incident (as defined by the HIPAA Security Regulations, as amended) on or after the compliance date of the HIPAA Security Regulations of which it becomes aware. In addition, Business Associate shall immediately report to Covered Entity any Breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services at 45 C.F.R. Part 164, Subpart D.

d. Mitigation. Business Associate shall have procedures in place to mitigate, to the maximum extent practicable, any deleterious effect from any use or disclosure of PHI in violation of this Agreement or applicable law.

e. Sanctions. Business Associate shall have and apply appropriate sanctions against any employee, subcontractor or agent who uses or discloses PHI in violation of this Agreement or applicable law.

f. Covered Entity's Rights of Access and Inspection. From time to time upon reasonable notice, or upon a reasonable determination by Covered Entity that Business Associate has

breached this Agreement, Covered Entity may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect or (2) detection of, but failure to notify Business Associate or require Business Associate's remediation of, any unsatisfactory practices does not constitute acceptance of such practice or a waiver of Covered Entity's enforcement or termination rights under this Agreement. The parties' respective rights and obligations under this Section 7.f. shall survive termination of the Agreement.

g. United States Department of Health and Human Services. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from Covered Entity, and the security of Electronic PHI, available to the Secretary of the United States Department of Health and Human Services ("HHS") for purposes of determining Covered Entity's compliance with the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the HITECH Standards after the compliance dates, respectively, of these regulations and standards. Business Associate shall immediately notify Covered Entity upon receipt by Business Associate of any such request for access by the Secretary of HHS, and shall provide Covered Entity with a copy thereof as well as a copy of all materials disclosed pursuant thereto. The parties' respective rights and obligations under this Section 7.g. shall survive termination of the Agreement.

8. Obligation to Provide Access, Amendment and Accounting of PHI.

a. Access to PHI. Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity's obligations to provide access to, and copies of, PHI in accordance with HIPAA, the HIPAA Privacy Regulations, and the HITECH Standards.

b. Amendment of PHI. Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity's obligations to amend PHI in accordance with HIPAA, the HIPAA Privacy Regulations and the HITECH Standards. In addition, Business Associate shall, as directed by Covered Entity, incorporate any amendments to Covered Entity's PHI into copies of such information maintained by Business Associate.

c. Accounting of Disclosures of PHI. Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity's obligations to provide an accounting of disclosures with respect to PHI in accordance with HIPAA, the HIPAA Privacy Regulations, and the HITECH Standards. Business Associate shall make this information available to Covered Entity upon Covered Entity's request.

d. Forwarding Requests From Individual. In the event that any individual requests access to, amendment of, or accounting of PHI directly from Business Associate, Business Associate shall within two (2) days forward such request to Covered Entity. Covered Entity shall have

the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or Business Associate to violate HIPAA, the HIPAA Privacy Regulations, or the HITECH Standards, Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

9. Compliance with HITECH Standards. Business Associate shall comply with the HITECH Standards, including, but not limited to: (i) compliance with the requirements regarding minimum necessary under HITECH §13405(b); (ii) requests for restrictions on use or disclosure to health plans for payment or health care operations purposes when the provider has been paid out of pocket in full consistent with HITECH § 13405(a); (iii) the prohibition of sale of PHI without authorization unless an exception under HITECH § 13405(d) applies; (iv) the prohibition on receiving remuneration for certain communications that fall within the exceptions to the definition of marketing under 45 C.F.R. § 164.501 unless permitted by this Agreement and Section 13406 of HITECH; (v) the requirements relating to the provision of access to certain information in electronic access under HITECH § 13405(e); (vi) compliance with each of the Standards and Implementation Specifications of 45 C.F.R. §§ 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards) and 164.316 (Policies and Procedures and Documentation Requirements); and (vii) the requirements regarding accounting of certain disclosures of PHI maintained in an Electronic Health Record under HITECH § 13405(c).

10. Material Breach, Enforcement and Termination.

a. Term. This Agreement shall be effective as of the Agreement Effective Date, and supersedes any previous agreements on this subject matter

b. Termination. Covered Entity may terminate this Agreement:

- (1) immediately if Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations, or the HITECH Standards;
- (2) immediately if a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, HITECH or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined; or
- (3) pursuant to Sections 10.c. or 11.b. of this Agreement.

c. Remedies. If Covered Entity determines that Business Associate has breached or violated a material term of this Agreement, Covered Entities may, at its option, pursue any and all of the following remedies:

- (1) exercise any of its rights of access and inspection under Section 7.f. of this Agreement;

- (2) take any other reasonable steps that Covered Entity, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
- (3) terminate this Agreement immediately.

If Business Associate determines that Covered Entity has breached or violated a material term of this Agreement, Business Associate may, at its option, pursue any and all of the following remedies:

- (1) take any reasonable steps that Business Associate, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
- (2) terminate this Agreement immediately.

d. Knowledge of Non-Compliance. Any non-compliance by Business Associate with this Agreement or with HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations, or the HITECH Standards automatically will be considered a breach or violation of a material term of this Agreement if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.

e. Reporting to United States Department of Health and Human Services. If Covered Entity's efforts to cure any breach or end any violation are unsuccessful, and if termination of this Agreement is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary of HHS, and Business Associate agrees that it shall not have or make any claim(s), whether at law, in equity, or under this Agreement, against Covered Entity with respect to such report(s). If Business Associate's efforts to cure any breach or end any violation are unsuccessful, and if termination of this Agreement is not feasible, Business Associate shall report Covered Entity's breach or violation to the Secretary of HHS, and Covered Entity agrees that it shall not have or make any claim(s), whether at law, in equity, or under this Agreement, against Business Associate with respect to such report(s).

f. Return or Destruction of Records. Upon termination of this Agreement for any reason, Business Associate shall return or destroy, as specified by Covered Entity, all PHI that Business Associate still maintains in any form, and shall retain no copies of such PHI. If Covered Entity, in its sole discretion, requires that Business Associate destroy any or all PHI, Business Associate shall certify to Covered Entity that the PHI has been destroyed. If return or destruction is not feasible, Business Associate shall inform Covered Entity of the reason it is not feasible and shall continue to extend the protections of this Agreement to such information and limit further use and disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible.

g. Injunctions. Covered Entity and Business Associate agree that any violation of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law, in equity, or under this Agreement, in the event of any violation by Business Associate of any of the provisions of this Agreement, or any explicit threat thereof, Covered Entity shall be entitled to an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section 10.g. shall survive termination of the Agreement.

h. Indemnification. Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of Business Associate in connection with the representations, duties and obligations of Business Associate under this Agreement. The parties' respective rights and obligations under this Section 10.h. shall survive termination of the Agreement.

11. Miscellaneous Terms.

a. State Law. Nothing in this Agreement shall be construed to require Business Associate to use or disclose PHI without a written authorization from an individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under state law for such use or disclosure. Further, nothing herein shall be construed to require Business Associate to obtain such authorization where such authorization would not be required under state law.

b. Amendment. Covered Entity and Business Associate agree that amendment of this Agreement may be required to ensure that Covered Entity and Business Associate comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of PHI, including, but not limited to, changes under the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the HITECH Standards. Covered Entity may terminate this Agreement upon thirty (30) days written notice in the event that Business Associate does not promptly enter into an amendment that Covered Entity, in its sole discretion, deems sufficient to ensure that Covered Entity will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between both parties.

c. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Covered Entity and Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities.

d. Ambiguities. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable law protecting the privacy, security and confidentiality of PHI, including, but not limited to, HIPAA, the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the HITECH Standards.

e. Primacy. To the extent that any provisions of this Agreement conflict with the provisions of any other agreement or understanding between the parties, this Agreement shall control with respect to the subject matter of this Agreement.

f. Ownership of PHI. As between Covered Entity and Business Associate, Covered Entity holds all right, title and interest in and to any and all PHI received by Business Associate from, or created or received by Business Associate on behalf of, Covered Entity, and Business Associate does not hold, and will not acquire by virtue of this Agreement or by virtue of providing any services or goods to Covered Entity, any right, title or interest in or to such PHI or any portion thereof. Except as specified in Section 5.c. above or as otherwise agreed to in

writing by both parties, Business Associate shall have no right to compile and/or distribute any statistical analysis or report utilizing such PHI, any aggregate information derived from such PHI, or any other health and medical information obtained from Covered Entity.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

Walker County Texas EMS

CREDIT SERVICE COMPANY, INC.

Signature
Rachel Parker
EMS Director
Authorized Agent

Signature
David Cannella, CEO
Authorized Agent

Credit Service Company, Inc.

Authorization for Pre-Approved Deposit

Client Name

Client Code

I (we) hereby authorize Credit Service Company, Inc., hereinafter called, "CSC" to make Direct Deposits to My (Our) *Checking Account* ☐ / *Savings Account* ☐ (select one) at the financial institution named below, hereinafter called Depository.

Depository:
Name/ Branch:
City/ State/ Zip:
Transit/ ABA No.:
Account No.:

This authority is to remain in full force and effect until CSC and depository have received written notification from me (or either of us) of its termination in such time and in such manner as to afford CSC and depository a reasonable opportunity to act on it.

Name(s):

(Please print)

Today's Date

Signed:



GRANT **APPLICATION** **FAQs**

APPLICATION **CHECKLIST**

START AN **APPLICATION**

SIGN IN

Frequently Asked Questions & Tips

Please Apply Early. A maximum of 600 applications are accepted on a quarterly basis.

Please do not contact area restaurants or Firehouse Subs Care center with grant questions.

What does the Firehouse Subs Public Safety Foundation support?

Our Mission is to impact the lifesaving capabilities, and the lives of local heroes and their communities by providing lifesaving equipment and prevention education tools to first responders, non-profits and public safety organizations. All requests must fall within our funding guidelines via firehousesubsfoundation.org/about-us/funding-areas.

-

If approved, how are the Foundation's grant awards funded?

The Foundation procures grant awards in one of two ways. The procurement method will be determined by the Foundation team.

- Method 1: Direct Purchase made by the Foundation
- Method 2: Memo of Understanding in which funds will be transferred via ACH to the granted organization

Are there items that your Foundation does not support?

All requests must fall within our funding guidelines found on our website via firehousesubsfoundation.org/about-us/funding-areas. Examples of items that are not supported by our board of directors include:

- body cameras
- building exhaust removal systems
- crash data boxes
- dash cams
- drones and drone accessories
- exercise equipment
- guns/firearms/use of force equipment, riot gear, laser pointers (designators) & tasers
- inflatable bounce houses
- license plate readers
- Narcan & TruNar analyzers

- Cardiac Science Powerheart G3 AEDs & Philips FR3 AEDs
- Polar Breeze thermal rehabilitation systems
- portable message signs
- power load stretchers
- promotional items including apparel, costumes & Pluggie the fire plug/Sparky the Fire Dog robots
- radar detectors
- recording devices
- refurbished equipment
- security systems & surveillance equipment
- stop sticks
- throw bots
- traffic road barriers

Who can apply for this grant?

Fire Departments, law enforcement, EMS, municipal & state organizations, public safety organizations, non-profits and schools are encouraged to apply for lifesaving equipment.

If my organization has received a grant award from Firehouse Subs Public Safety Foundation in the past, when can we reapply?

We ask that grant recipients wait a minimum of two years from the date of approval before reapplying.

If approved, how are the Foundation's grant awards funded?

The Foundation procures grant awards in one of two ways. The procurement method is up to the discretion of the Foundation team.

- Method 1: Direct Purchase made by the Foundation
- Method 2: Memo of Understanding in which funds will be transferred via ACH to the granted organization

Does the Foundation provide reimbursements for purchased equipment?

No. If your organization has already purchased the equipment and is seeking reimbursement, please do not apply.

What are the most common reasons a grant application is marked incomplete?

- Quote is missing the required contact information and/or is not itemized
- Financials are outdated and/or do not include both revenues and expenses
- Alternate contact information is the same contact information as the main contact information
- The name of the organization is missing on the inventory and/or financials
- W9 form is missing the required information

Can my organization submit multiple grant applications?

The Foundation does not accept more than one grant request per organization each quarter. If your organization receives a grant, please wait a minimum of two years from the date of approval to apply again.

Is the Firehouse Subs Public Safety Foundation grant a matching grant?

There are no matching funds involved in our organization's grants program.

What is the Foundation's average funding range?

\$15,000-\$35,000 is a guideline. Requests exceeding \$50,000 will be denied.

What financial information should we provide?

Financials must show revenue and expenses and list the name of your organization, city or county. One of the following options must be submitted:

- o A recent - within one month - Balance Sheet which consists of Assets and Liabilities
- o A recent - within one month - Profit & Loss Statement also called an Income Statement
- o A current year annual budget showing projected income and expenses
- o A previous year audit or 990

What is needed for the required vendor quote/bid attachment?

You must provide an official vendor quote with the following information for your grant request to be considered. Submitted quotes MUST meet the requirements below, please read carefully:

- o Only one vendor quote must be submitted for related items only, within one equipment category
- o Vendor sales representative first and last name must be included on quote
- o Vendor email address must be included on quote
- o The name & ***physical*** address of your organization must be included
- o The first & last name of a contact person from your organization must be included
- o Only one vendor quote can be submitted. Your application will be marked incomplete if more than one quote is submitted.
- o Quote must be itemized
- o Online quotes will not be accepted
- o Must be dated within six months of the application deadline
- o Must contain ***only*** the item(s) pertaining to your grant request
- o The total dollar amount and equipment quantities in the vendor quote ***MUST MATCH*** the total that your department is requesting on the application
- o Include sales tax if applicable and freight charges, if applicable. Firehouse Subs Public Safety Foundation will not be responsible for additional shipping costs or sales tax not included in the submitted quote.
- o The cost of maintenance plans and extended warranties are not permissible
- o Firehouse Subs Public Safety Foundation will not be responsible for restocking fees or costs related to errors within your quote

Important: Only one vendor quote may be submitted for related items only, within one equipment category. Unrelated equipment cannot be combined into one quote. Examples of unacceptable requests include quotes for un-related equipment:

- Cutter, Spreader and Fire Hoses*
- AEDs and gas monitors*
- Requests with more than one quote

* these items do not belong in the same equipment category

Your application will be marked incomplete if multiple quotes are submitted or if a quote containing multiple types of equipment is submitted.

Note: When requesting a quote/bid from a vendor, please share our quote requirements and notify the vendor that you are applying for a grant from our Foundation.

What inventory information should I provide?

Equipment inventory is required for first responder organizations only. If your organization does not have apparatus, vehicles or specialized equipment, please attach a document noting that the organization does not have any applicable inventory, and include the name of your organization on the document.

For first responders: The inventory documentation must list the name of your organization. Please include a list of apparatus, vehicles and other specialized equipment, if applicable. The lists we receive vary in length depending on the size and type of organization. (For example, include items such as vehicles, extrication equipment, breathing devices, and personal protective equipment/PPE).

If my department is located more than 60 miles from a Firehouse Subs restaurant, should I still apply?

Our Foundation focuses its resources in areas served by Firehouse Subs restaurants, however, we recognize the need of rural and volunteer departments throughout the country, and will consider applications outside of the 60-mile guideline.

When can we expect to find out if our grant has been approved or denied?

Grant award notifications will be emailed to ALL applicants within two months after the grant deadline. Please do not contact the Foundation, restaurants or the Firehouse Subs Care Center with questions regarding your grant status.

Does Firehouse Subs Public Safety Foundation fund requests for "use of force"?

Firehouse Subs Public Safety Foundation does not accept grant requests for "use of force" items such as guns, tasers, riot gear, or firearm simulators.

Does the Foundation only work with specific equipment vendors?

No, the Firehouse Subs Public Safety Foundation does not endorse any specific equipment vendor or brand. Our goal is to provide the equipment that best fits the needs of our recipients, at the best possible price, to enable us to help more organizations.

Does the Foundation fund requests for refurbished equipment?

We do not accept grant requests for refurbished or pre-owned equipment.

Does the Foundation fund requests for patent-pending equipment?

We do not accept grant requests for patent-pending products.

Does the Foundation accept requests for partial funding?

We will consider requests for partial funding, however, the balance of funds must be secured and outlined within your grant request. Documentation of partial funding must be included as part of your background/history attachment.

We are unable to provide any additional assistance due to the volume of applications received daily. For technical questions, please email Foundation@FirehouseSubs.com.

[Firehouse Subs Public Safety Foundation Scholarships Program FAQs](#)

How can an individual apply for a Firehouse Subs Public Safety Foundation scholarship?

The scholarship program is open to community members as well as Firehouse Subs employees planning to enroll in a part-time or full-time firefighter, law enforcement or emergency medical (paramedic or EMT) program at an accredited two- or four-year college, university or vocational technical school for the upcoming academic year. Click [here](#) to learn more.

How can accredited schools apply for scholarship funding?

Accredited schools can apply for scholarship funding in support of firefighter, law enforcement or emergency medical (paramedic or EMT) programs by completing the online grant applications via grants.firehousesubs.com.

We are unable to respond to general inquiries. For assistance related to grant portal technical errors, please email foundation@firehousesubs.com.

[GRANT APPLICATION FAQs](#)

[LEGAL DISCLAIMER](#)

[PRIVACY POLICY](#)

[START AN APPLICATION](#)

[ADMIN LOGIN](#)

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**Jack Rabbit Offroad Huntsville**

3170 Old Houston Rd, Huntsville, Texas 77340
 936-272-0690, www.JROffroad.com

QUOTE**Date : 10/5/2022****Salesperson : Chris Morris****Chris.Morris@JCOFFROAD.COM****Buyer :**

Walker County EMS- Mark Scott
 1619 Highway 30 East, Huntsville, Texas
 77320
 (936) 662-2687, mscott@co.walker.tx.us

DEAL # 01193.0**Major Unit :**

Stock #	Condition	Year	Make	Model	Model Code	VIN/HIN/SN	Color	Sale Price
	New	2021	Falcon TrailerWorks, Inc.	83" X 18' Standard Duty Overwidth	SD18OW		Black	\$3,599.00
	New	2023	BRP	Defender Pro XT HD10	6EPD		Timeless Black	\$23,199.00
Total Unit(s) Price :								\$26,798.00

Requested Service :

Item Type	Item Description	Stock #	Qty	Total Sale Amount
Labor	SxS - Service Labor		19.00	\$2,375.00
Part	(Stk# 522867) XC450 RADIAL TIRES XC450 28X10R-14 SYSTEM-3		4.00	\$1,068.68
Part	(Stk# 530850) TIRE SEALANT TIRE SEAL 32 OZ QB		1.00	\$19.08
Part	(Stk# 653-0114) STROBE POD LIGHTS TRAFFIC RED/ BLUE 4PC		1.00	\$199.99
Part	(Stk# 653-0118) STROBE POD LIGHTS TRAFFIC RED/ BLUE 8PC		1.00	\$329.99
Part	(Stk# 715002432) FULL WINDSHIELD HARDCOATED ASSEMBLY		1.00	\$673.49
Part	(Stk# 715006314) DOOR KIT UR		1.00	\$1,091.49
Part	(Stk# 715008100) SIDE MIRROR KIT		1.00	\$224.49
Part	(Stk# 2300.024-01) QTAC EMS- RG Skid Unit for Ambulance Cot		1.00	\$6,624.00
Part	(Stk# QSC-CK-DEFHD10- STOCK) Clutch Kit Defender HD10 Stock Tire		1.00	\$299.00
Part	(Stk# TF040308-BK) Thumper Fab Level 1 Aluminum Roof w/ 360 Light Package - Black		1.00	\$1,799.00
Fee	Shop Supplies		1.00	\$118.75
				\$14,822.96

Invoice Summary

Total Units(s) Price :	\$26,798.00
Total Freight :	\$110.00
Total Setup :	\$49.00
Total Other :	-\$927.00
Total F&I :	\$0.00
Total Requested Parts :	\$0.00
Total Requested Service :	\$14,822.96
Total Customer Incentives :	\$0.00
Total Trade-In Equity :	\$0.00
Taxes & Fees :	\$562.79
Total Amount Due :	\$41,415.75
Customer Payment :	\$0.00
Lienholder Payment :	\$0.00
Total Payment :	\$0.00
BALANCE DUE :	\$41,415.75
CHANGE DUE :	\$0.00

Taxes & Fees :

Item Type	Stock #	Total Sale Amount
Taxes		\$0.00
Taxes		\$0.00
Documentation Fee On-Road		\$150.00
Vehicle Inventory Tax On-Road		\$5.88

Title Fee	\$33.00
Registration Fee	\$54.00
Documentation Fee Off-Road	\$150.00
Title Fee	\$33.00
Vehicle Inventory Tax Off-Road	\$37.91
Theft Protection 36 Month Term, \$2.5K	\$99.00
	\$562.79

Buyer : _____	Date : <u>10/5/2022</u>
Co-Buyer : _____	Date : <u>10/5/2022</u>
Dealer : _____	Date : <u>10/5/2022</u>

ALL SALES FINAL- NO REFUNDS. DEPOSITS NON-REFUNDABLE. ALL USED VEHICLES"AS IS," NO WARRANTY EXPRESSED OR IMPLIED. PRICE REFLECTS ALL FACTORYREBATES & DEALER INCENTIVES. RETURNED CHECK FEE OF \$35.00 PLUS ANYLEGAL FEES INCURRED. THE TERMS AND CONDITIONS OF THIS BILL OF SALECOMPRISE THE ENTIRE AGREEMENT PERTAINING TO THIS PURCHASE AND NOOTHER AGREEMENT OF ANY KIND. NO VERBAL UNDERSTANDING OR PROMISE WHATSOEVER WILL BE RECOGNIZED. UPON FAILURE OR REFUSAL OF THEPURCHASER TO COMPLETE THIS AGREEMENT FOR ANY REASON, ALL OR PART OFTHE CASH DEPOSIT MAY BE DETAINED AS LIQUIDATED DAMAGES. THE PURCHASERCERTIFIES HE OR SHE IS OF LEGAL AGE AND HEREBY ACCEPTS ANDACKNOWLEDGES A COPY OF THIS BILL OF SALE. NOT VALID UNLESS ACCEPTED BYAUTHORIZED REPRESENTATIVE.THANK YOU VERY MUCH FOR YOUR BUSINESS!

Competitive Sealed Proposal

Jail Securtiy Electronic Project American Rescue Plan Act ARPA No. C2360-22-004

Evaluation of Proposal Selection Criteria				Contractor 1: Sustainable Security Solutions						NOTES	Contractor 2: CML Security						NOTES
Selection Criteria	Maximum Points	Maximum Sub-Total Points	Criteria Details	GLS: John Rusk	Arch: Kenny Burns	Walker Co: Keith DeHart	Walker Co: Charlsa Dearwester	Walker Co: Bill Daugette	Final Average		GLS: John Rusk	Arch: Kenny Burns	Walker Co: Keith DeHart	Walker Co: Charlsa Dearwester	Walker Co: Bill Daugette	Final Average	
Experience	60	20	Completed projects within a correctional facility	20	20	19	20	20	19.8		18	20	15	16	20	17.8	
		10	Completed federally funded projects	10	10	6	8	10	8.8		8	8	5	8	0	5.8	
		10	References	10	10	10	10	10	10		10	10	6	10	10	9.2	
		15	Proposed solution	15	15	15	15	15	15		15	15	15	15	15	15	
		5	HUB Vendor	0	0	0	4	0	0.8		0	0	0	0	0	0	
Sub-Total				55	55	50	57	55	54.4		55	55	55	55	55	55	
Price	25	10	Overall cost of proposal	10	10	10	10	10	10		8	8	5	5	7	6.6	
		5	Manages projects within budgetary constraints	5	5	5	5	5	5		5	5	2	5	3	4	
		10	Warranty Options-Hardware/Software overall maintenance	10	10	10	10	10	10		10	10	4	10	10	8.8	
Sub-Total				25	25	25	25	25	25		23	23	11	20	20	19.4	
Capacity to Perform	15	5	Staff Level/Experience of Staff	5	5	5	4	5	4.8		5	5	5	3	5	4.6	
		5	Adequacy of Resources	5	5	5	5	5	5		5	5	5	5	5	5	
		5	Completeness of BIDS and acceptance of Terms and Conditions	5	5	5	3	5	4.6		5	5	5	3	5	4.6	
Sub-Total				15.00	15.00	15.00	12.00	15.00	14.4		15.00	15.00	15.00	11.00	15.00	14.20	
Total Score	100	60	Experience	60	60	60	57	55	58.4		60	60	41	49	45	51	
		25	Work Performance	25	25	25	25	25	25		25	25	11	20	20	20.2	
		15	Capacity to Perform	15	15	15	12	15	14.4		15	15	15	11	15	14.2	
Sub-Total				100	100	100	94	95	97.8		100	100	67	80	80	85.4	
Total Points Available		200	Total	195.00	195.00	190.00	188.00	190.00	191.60		193.00	193.00	148.00	166.00	170.00	174.00	



GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote

Quote #: QT0090700
Date: 10/11/2022
Delivery Date: 11/10/2022
Expire Date: 11/10/2022
Customer ID: TXWKRC13003
Sales Contact: Justin Easton

QUOTE FOR:			SHIP TO:			
Walker County			Walker County			

NOTE: Dell Latitude 5530 XCTO Base
12th Generation Intel vPro Essentials with Intel Core i7-1255U (10 Core, 12 MB Cache, 12 Threads, up to 4.70 GHz)
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish
No Microsoft Office License Included
Assembly Base
i7-1255U Trans, Intel Iris Xe Graphics, Thunderbolt
Intel ME disabled
16GB, 1x16GB, DDR4 Non-ECC
M.2 512GB PCIe NVMe Class 35 Solid State Drive
15.6" FHD (1920x1080) Anti Glare, Touch, 250 nits, FHD IR Camera, WWAN
Single Pointing Backlit English US Keyboard with numeric keypad
Wireless Intel AX211 WLAN Driver
Intel AX211 WiFi 6e 2x2 AX+ with Bluetooth 5.2
Intel XMM 7360 Global LTE, Verizon
58WHR, 4 Cell Battery Express Charge Capable
65W Type-C Adapter
Single Pointing, Finger Print Reader, Thunderbolt 4
E4 Power Cord 1M for US
[APCC;BCC;CCC;DAO;EMEA;ICC] Quick setup guide for world wide ENERGY STAR Qualified
Custom Configuration
SupportAssist
Dell(TM) Digital Delivery Cirrus Client
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)
Waves Maxx Audio
Dell Power Manager
Dell SupportAssist OS Recovery Tool
Dell Optimizer
Windows PKID Label
Mix Model 65W Adapter + ADL CPU
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic
EPEAT 2018 Registered (Gold)
Bottom door ADL UMA-U15W L10 TGL UMA L10
Dell Limited Hardware Warranty Extended Year(s)
Dell Limited Hardware Warranty
ProSupport Plus: Next Business Day Onsite, 1 Year
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115
ProSupport Plus: Keep Your Hard Drive, 5 Years

Continued...



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 275
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0090700
 Date: 10/11/2022
 Delivery Date:
 Expire Date: 11/10/2022
 Customer ID: TXWKRC13003
 Sales Contact: Justin Easton

QUOTE FOR:			SHIP TO:			
Walker County			Walker County			
CUSTOMER P.O. NO.		TERMS	SALES REP			
		Net 30 Days	Tanner Funke			
		SHIPPING TERMS	SHIP VIA			
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE

ProSupport Plus: Next Business Day Onsite, 4 Year Extended
 ProSupport Plus: Accidental Damage Service, 5 Years
 ProSupport Plus: 7x24 Technical Support, 5 Years

Total Weight (EACH):	0	Sales Total:	\$2,069.02
Total Volume (EACH):	0	Freight & Misc.:	\$0.00

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited, special delivery or redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.

Tax Total:	\$0.00
Total (USD):	\$2,069.02



Southern Computer Warehouse
1395 S. Marietta Parkway
Building 300
Marietta, Georgia 30067
United States
<http://www.scw.com>
(P) 877-GOTOSCW
(F) 770.579.8937

Quote (Open)

Date

Oct 03, 2022 10:51 AM EDT

Modified Date

Oct 03, 2022 10:52 AM EDT

Quote #

1746225 - rev 1 of 1

Description

Fujitsu ScanSnap iX1400

SalesRep

Reardon, Josh
(P) 770-579-8927 ext. 291

Customer Contact

Buccafumi, Laura
(P) 936-436-4944
lbuccafumi@co.walker.tx.us

Customer

Walker County TX (WT4121)
Buccafumi, Laura
PO Box 1260
Huntsville, TX 77342-1260
United States
(P) 936 436-4937 246

Bill To

Walker County TX
Payable, Accounts
PO Box 1260
Huntsville, TX 77342
United States

Ship To

Walker County
REF, PO
1301 Sam Houston Ave
STE 235
Huntsville, TX 77340
United States
(F)

Customer PO:**Terms:**

Undefined

Ship Via:

GROUND

Special Instructions:**Carrier Account #:**

#	Description	Part #	Qty	Unit Price	Total
1	Fujitsu - Fujitsu ScanSnap iX1400 Document scanner - Dual CIS - Duplex - 8.5 in x 118 in - 600 dpi x 600 dpi - up to 40 ppm (mono) / up to 40 ppm (color) - ADF (50 sheets) - USB 3.2 Gen 1x1	PA03820-B235	1	\$391.50	\$391.50

TIPS 200105 Technology Solutions Products and Services
Pricing and availability are subject to change

In stock.

ix1400 does not have TWAIN / ISIS Drivers.

Subtotal: \$391.50
Tax (.0000%): \$0.00
Shipping: \$0.00
Total: \$391.50

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last.

All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced.

All prices are subject to change without notice. Supply subject to availability.



Texas DIR Contract #DIR-CPO-4437
IMAGERUNNER ADVANCE BALCK & WHITE DX 527if
55 Prints per Minute



Qty	Item Code	Basic Configuration	Unit Sell Price
1	3893C008AA	imageRUNNER ADVANCE DX 527iF	\$1,687.36
1	2916C001AA	Cassette Feeding Unit-AR1	\$367.38
1	6101AU76AA	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D	\$153.99
TOTAL			\$2,208.73

Maintenance

B&W Cost per Copy	0.0108
To include all parts, labor, travel and consumables to make a copy.	
IR 1025 Serial Number DRL73507 will be traded in.	

PO must have all items and service cost per copies listed and also state "Pricing, Terms and Conditions are covered under Texas DIR Contract DIR-CPO-4437"




imageRUNNER ADVANCE DX 527iF



Product Description

The imageRUNNER ADVANCE DX 527iF model operates at speeds of up to 55 pages per minute (LTR) in B&W. Includes 100-sheet Single Pass Duplexing Automatic Document Feeder, one 550-sheet Cassette, 100-sheet Stack Bypass, UFR II/PCL/PS Printing, Direct PDF/XPS Printing, Color Universal Send with PDF High Compression, Encrypted PDF, Digital Signature PDF, Fax, Searchable PDF/XPS, OOXML (Scan to PPT and Word), Universal Login Manager, Access Management System, HDD Data Erase, Data Encryption (FIPS-140-2), IP Sec, Encrypted, Secure Print, Secure Watermark, Web Browser, Color Image Reader, Ethernet 1000Base-T/100Base-TX/10Base-T, USB 2.0/3.0 Connectivity, Wifi Connectivity, Remote Operator's Software Kit, Color Network ScanGear, 3GB RAM, and 250GB HDD.

Product Name	Net Component Size			Plug
	W	D	H	Image
	inch	inch	inch	
imageRUNNER ADVANCE DX 527iF	19.69	23.54	24.29	
▪ Main Unit Power Requirements: 120V/7.5A				
▪ Main Unit Plug: NEMA 5-15P				
All-In-One Cartridge	-	-	-	
Cassette Feeding Unit-AR1	25.28	25.87	17.95	
Total	24.76	25.87	42.24	

Hardware Accessories

All-In-One Cartridge

Integrated toner bottle, drum unit, developer and waste toner container into one compact unit.

Cassette Feeding Unit-AR1

Adds one additional 550-sheet paper cassette to the standard paper supply and also provides space to store toner or additional paper supply

Asset Change/Transfer

This form is used to transfer assets between Departments or Purchasing Agent for Auction or Disposal

Date of transfer: 10/6/2022 Cost: _____

Department transferring from: Walker County Jail FAS ID#: 11385

Department transferring to: Purchasing Surplus

Make: Canon Location of Asset Booking area

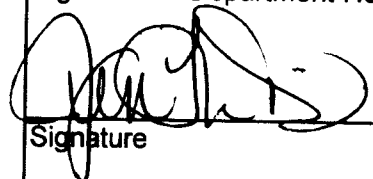
Model: IR1025 Serial #: _____

Condition at transfer date

Not in working condition


Additional Information

Signature of Department Head transferring asset

 10-10-2022
Signature Date

Department Head Receiving Asset

Acceptance of Responsibility for Asset

 10/12/22
Signature Date

If this item is being transferred to the Purchasing Agent for Auction or Disposal, the Purchasing Agent must sign this form to relieve the Department Head of responsibility for the assets.

For Purchasing Agent Use

Posted to Asset System By:

Signature _____ Date _____

For Use by Auditors Office

Date Received from Purchasing _____
Asset File Reviewed _____
FAS system Reviewed _____

Retain a copy signed by the purchasing agent or receiving department for your records!

Taylor County

Purchasing Agent

Scott Henderson
600 Pecan Street
Abilene, Texas 79602
Phone - 325-738-8602
FAX - 325-674-1375
E-Mail – hendersons@taylorcountytexas.org



06/10/2022

Contract Pharmacy Services
Attn: Heather Hutchinson, Chief Operating Officer
125 Titus Ave.
Warrington, PA 18976

Re: Contract Renewal ITB 2018-102 Jail Pharmaceuticals

Dear Ms. Hutchinson,

The current awarded period on above referenced contract is due to expire **June 30, 2022 (4th Year)**. There is a provision for an extension in this contract. I am inquiring to see if you would be interested in extending the contract, noted above, for an additional **1 YEAR- July 1, 2022 to June 30, 2023 (4th and Final Extension)**.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not extending the contract for **1 YEAR- July 1, 2022 to June 30, 2023**. I will need the signed letter returned by mail, fax, or email, not later than the **5:00 PM, Thursday, June 16, 2022**.

If you have any questions, please feel free to contact **Scott Henderson, Phone- 325-738-8602, Fax- 325-674-1375, Email- hendersons@taylorcountytexas.org**.

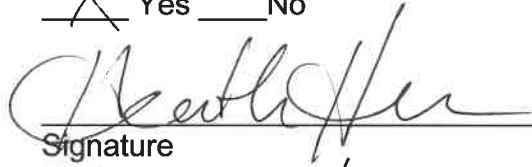
Sincerely,

Scott Henderson

Purchasing Agent

I want to extend the current contract **ITB 2018-102 Jail Pharmaceuticals**, for an additional **1 YEAR- July 1, 2022 to June 30, 2023** at the same terms and conditions.

☒ Yes ☐ No



Signature

6/10/2022

Date

Heather Hutchinson

Printed Name of Signer

Chief Operating Officer

Title of Signer

Comments:

Taylor County

Purchasing Agent

Scott Henderson
600 Pecan Street
Abilene, Texas 79602
Phone - 325-738-8602
FAX - 325-674-1375
E-Mail – henderss@taylorcountytexas.org



6/12/2018

EVALUATION I.T.B. 2018-102 JAIL PHARMACEUTICALS

On May 31, 2018, we received six bids from for the Jail pharmaceuticals. The results are listed on the following pages.

1 vendor turned in a bid that was based on a different pricing structure (Wholesale Acquisition Cost) than what was asked for (Average Wholesale Price), they also did not provide a pricelist of drugs for comparison. Therefor it is not possible to evaluate their bid against the others.

5 vendors bid a percentage off the average wholesale price. The best percentage below the average wholesale price was received from Contract Pharmacy Services.

The evaluations are listed starting with the greatest savings to the least amount of savings.

Contract Pharmacy Services, Inc.

Percentage over/below AWP (average wholesale price)

Prescription Drugs:

AWP

National Brand	below %	26%
----------------	---------	-----

Generic Brand	below %	96.5%
---------------	---------	-------

Non - prescription items (over the counter medicines, syringes, needles and etc.)

Medicines: National Brand	below %	26%
---------------------------	---------	-----

Medicines: Generic Brand	below %	96.5%
--------------------------	---------	-------

Other than medicines	below %	25%
----------------------	---------	-----

Answer Yes or No (If any answers are “No”, please explain)

Provide a return program for pharmaceuticals yes
Within 6 month of expiration date

Provide Web-based ordering and refill for pharmaceuticals	yes
---	-----

Is hardware and software provided for web base ordering yes

Provide 24 hour 7 day a week consulting pharmacist yes

Provide emergency and holiday coverage, local pharmacy	yes
--	-----

Are the dispensing fees and delivery charges included in the vendors pricing? yes

Will the meds be in blister pack or tamper proof containers? yes

Are med carts furnished? yes

Is a fax machine furnished? yes

Local Pharmacy: Walgreens # 4875- 3033 South 14th St., Abilene, TX 79605

Any retail pharmacy of the Facility's choosing may be used

Westwood Pharmacy

Percentage over/below AWP (average wholesale price)

Prescription Drugs:

AWP

National Brand below % 24%

Generic Brand below % 94%

Non - prescription items (over the counter medicines, syringes, needles and etc.)

Medicines: National Brand below % 94%

Medicines: Generic Brand below % 94%

Other than medicines below % 94%

Answer Yes or No (If any answers are "No", please explain)

Provide a return program for pharmaceuticals yes
Within 6 month of expiration date \$1.95 processing fee

Provide Web-based ordering and refill for pharmaceuticals yes

Is hardware and software provided for web base ordering yes

Provide 24 hour 7 day a week consulting pharmacist yes

Provide emergency and holiday coverage, local pharmacy yes

Are the dispensing fees and delivery charges included
in the vendors pricing? yes

Will the meds be in blister pack or tamper proof containers? blister

Are med carts furnished? yes

Is a fax machine furnished? yes

Local Pharmacy: Walgreens # 4875- 3033 South 14th St, Abilene, TX 79605

Diamond Pharmacy Services, Inc.

Percentage over/below AWP (average wholesale price)

Prescription Drugs:

AWP

National Brand below % 23%

Generic Brand below % 95%

Non - prescription items (over the counter medicines, syringes, needles and etc.)

Medicines: National Brand below % 23%

Medicines: Generic Brand below % 95%

Other than medicines below % 40% (off catalog price)

Answer Yes or No (If any answers are "No", please explain)

Provide a return program for pharmaceuticals Yes
Within 6 month of expiration date NOT on expired meds

Provide Web-based ordering and refill for pharmaceuticals yes

Is hardware and software provided for web base ordering yes

Provide 24 hour 7 day a week consulting pharmacist yes

Provide emergency and holiday coverage, local pharmacy yes

Are the dispensing fees and delivery charges included
in the vendors pricing? yes

Will the meds be in blister pack or tamper proof containers? yes

Are med carts furnished? yes

Is a fax machine furnished? yes

Local Pharmacy: Walgreens # 4875- 3033 South 14th St, Abilene, TX 79605

Independent Health Services, Inc dba IHS Pharmacy

Percentage over/below AWP (average wholesale price)

Prescription Drugs:

AWP

National Brand below % 25%

Generic Brand	below %	90%
---------------	---------	-----

Non - prescription items (over the counter medicines, syringes, needles and etc.)

Medicines: National Brand	below %	25%
---------------------------	---------	-----

Medicines: Generic Brand	below %	90%
--------------------------	---------	-----

Other than medicines	below %	Nat 90%	Generic 25%
----------------------	---------	---------	-------------

Answer Yes or No (If any answers are “No”, please explain)

Provide a return program for pharmaceuticals	<u>yes</u>
Within 6 month of expiration date	\$2.00 restock fee per return

Provide Web-based ordering and refill for pharmaceuticals	yes
---	-----

Is hardware and software provided for web base ordering yes

Provide 24 hour 7 day a week consulting pharmacist yes

Provide emergency and holiday coverage, local pharmacy yes

Are the dispensing fees and delivery charges included in the vendors pricing? yes

Will the meds be in blister pack or tamper proof containers? yes

Are med carts furnished? yes

Is a fax machine furnished? yes

Local Pharmacy: Any local pharmacy that is preferred by the Jail Facility

Correct Rx Pharmacy Services, Inc

Percentage over/below AWP (average wholesale price)

Prescription Drugs:

AWP

National Brand below % 20%

Generic Brand	below %	90%
---------------	---------	-----

Non - prescription items (over the counter medicines, syringes, needles and etc.)

Medicines: National Brand	below %	25%
---------------------------	---------	-----

Medicines: Generic Brand	below %	45%
--------------------------	---------	-----

Other than medicines	below %	45%
----------------------	---------	-----

Answer Yes or No (If any answers are “No”, please explain)

Provide a return program for pharmaceuticals yes
Within 6 month of expiration date

Provide Web-based ordering and refill for pharmaceuticals	yes
---	-----

Is hardware and software provided for web base ordering yes

Provide 24 hour 7 day a week consulting pharmacist _____ yes

Provide emergency and holiday coverage, local pharmacy	yes
--	-----

Are the dispensing fees and delivery charges included in the vendors pricing? yes

Will the meds be in blister pack or tamper proof containers? yes

Are med carts furnished? yes

Is a fax machine furnished? yes

Local Pharmacy: Walgreens # 4875- 3033 South 14th St, Abilene, TX 79605

EMED RX Medical Company

Percentage over/below AWP (average wholesale price)

Prescription Drugs:

AWP

National Brand 0% off Wholesale Acquisition Cost

Generic Brand 0% off Wholesale Acquisition Cost

Non - prescription items (over the counter medicines, syringes, needles and etc.)

Medicines: National Brand 0% WAC

Medicines: Generic Brand below % 40%

Other than medicines below % No response

Answer Yes or No (If any answers are "No", please explain)

Provide a return program for pharmaceuticals yes
Within 6 month of expiration date 15% restocking fee

Provide Web-based ordering and refill for pharmaceuticals yes

Is hardware and software provided for web base ordering yes

Provide 24 hour 7 day a week consulting pharmacist yes

Provide emergency and holiday coverage, local pharmacy yes

Are the dispensing fees and delivery charges included
in the vendors pricing? yes

Will the meds be in blister pack or tamper proof containers? yes

Are med carts furnished? yes

Is a fax machine furnished? yes

Local Pharmacy: Walgreens # 4875- 3033 South 14th St, Abilene, TX 79605

Evaluation

Just for evaluation purposes assume that Taylor County's overall purchase for name brand and generic prescriptions is \$100,000.00 per year at the average wholesale price. Estimated usage is 50% brand name prescriptions and 50% generic prescriptions. The vendors will be noted using their percentages off.

Contract Pharmacy Services, Inc.

	Cost AWP	Cost to TC
Name Brand	\$50,000.00 less 26%	37,000.00
Generic Brand	\$50,000.00 less 96.5%	<u>1,750.00</u>
	Total Cost	\$38,750.00
	Savings	\$61,250.00
Med Carts Furnished		
Fax Machine Furnished		
Hardware and software for web ordering furnished		

Westwood Pharmacy

Name Brand	\$50,000.00 less 24%	38,000.00
Generic Brand	\$50,000.00 less 94%	<u>3,000.00</u>
	Total Cost	\$41,000.00
	Savings	\$59,000.00
Med Carts Furnished		
Fax Machine Furnished		
Hardware and Software for web ordering furnished		

Diamond Pharmacy Services, Inc.

Name Brand	\$50,000.00 less 23%	38,500.00
Generic Brand	\$50,000.00 less 95%	<u>2,500.00</u>
	Total Cost	\$41,000.00
	Savings	\$59,000.00
Med Carts Furnished		
Fax Machine Furnished		
Hardware and Software for web ordering furnished		

Independent Health Services, Inc dba IHS Pharmacy

Name Brand	\$50,000.00 less 25%	37,500.00
Generic Brand	\$50,000.00 less 90%	<u>5,000.00</u>
	Total Cost	\$42,500.00
	Savings	\$57,500.00
Med Carts Furnished		
Fax Machine Furnished		

Hardware and software for web ordering furnished

Correct Rx Pharmacy Services, Inc

Name Brand	\$50,000.00 less 20%	40,000.00
Generic Brand	\$50,000.00 less 90%	<u>5,000.00</u>
	Total Cost	\$45,000.00
	Savings	\$55,000.00

Med Carts Furnished

Fax Machine Furnished

Hardware and software for web ordering furnished

EMED Rx Medical Company

-Unable to evaluate due to different pricing structure

The Purchasing Department recommends awarding the bid to Contract Pharmacy Services. Contract Pharmacy Services is our current vendor and the new contract will start July 1, 2018. Our present contract will end June 30, 2018.

In the past we have had an Inter-Local Agreement with Walker County to use this contract. They have expressed interest in continuing that relationship with a new agreement.

Taylor County Commissioners' Court

June 21, 2022

The Commissioners' Court of Taylor County met in Regular Session on June 21, 2022, with the following members present:

1. Judge Downing A. Bolls Jr., County Judge
2. Kyle Kendrick, Commissioner, Precinct 2
3. Brad Birchum, Commissioner, Precinct 3
4. Chuck Statler, Commissioner, Precinct 4

At which the following motions were heard:

1. Judge Bolls convened the Court in open session at 9:00 a.m.

2. Jim Craft, Deputy Constable and Associate Pastor of the Hamby Baptist Church gave the invocation and Commissioner Kendrick led the Court in the Pledge of Allegiance to the Flags of the United States of America and the State of Texas.

3. Commissioner Kendrick made a motion to approve the minutes of the meeting held on June 7, 2022, and to adopt the agenda for the meeting of June 21, 2022 as printed and posted. The motion was seconded by Commissioner Statler and carried unanimously.

4. Judge Bolls presented the Service Awards to an employee who has given 30 years and more service to Taylor County

Brian Burns

Sheriff's Office

30 years

5. Public Comment Pursuant to Texas Government Code 551.007 of items listed on this agenda. No one wished to speak.

6. Bills from the following funds were presented by the Auditor. Commissioner Statler made a motion to approve payment of the bills and ratify the payroll. The motion was seconded by Commissioner Kendrick and carried unanimously. [Exhibit]

1. General Fund
2. JP 1-1 Tech Fees
3. ARPA Local
4. D. A. Special
5. D. A. Seizure

6. Election Contracts
7. Juvenile Educ Svcs
8. Juvenile Local
9. Jail Commissary
10. Juvenile TDA Grant
11. Sheriff Forfeiture
12. Road and Bridge
13. Historic CH Rest
14. State Fees
15. Self-Insurance
16. Employee Benefit
17. Payroll Clearing

7. Discuss and consider approval to amend the County Choice Silver plan to allow post 65 spouses of a pre-65 retiree who is currently on the county's group health plan to enroll in County Choice Silver and any appropriate action

Commissioner Birchum made a motion to approve the amendment the County Choice Silver plan to allow post 65 spouses of a pre-65 retiree who is currently on the county's group health plan to enroll in County Choice Silver. The motion was seconded by Commissioner Kendrick and carried unanimously. [Exhibit]

8. Consider acceptance of a grant award from the Bureau of Justice Administration for FY2020 State Criminal Alien Assistance Program (SCAAP) of \$20,747 for housing of criminal aliens and any appropriate action

Commissioner Birchum made a motion to accept the grant award from the Bureau of Justice Administration for FY2020 State Criminal Alien Assistance Program (SCAAP) of \$20,747 for housing of criminal aliens. The motion was seconded by Commissioner Statler and carried unanimously. [Exhibit]

9. Consider approval of certifying that Taylor County employees have met the requirements for the mandatory Cybersecurity training and any appropriate action

Commissioner Kendrick made a motion to certify that Taylor County employees have met the requirements for the mandatory Cybersecurity training program as presented. The motion was seconded by Commissioner Birchum and carried unanimously. [Exhibit]

10. Consider approval of a Right of Way application with Taylor Telecom for fiber optics construction in Pct. 3. and any appropriate action

Commissioner Birchum made a motion to approve the Right of Way application with Taylor Telecom for fiber optics construction on the county roads listed in Pct. 3. The motion was seconded by Commissioner Kendrick and carried unanimously. [Exhibit]

11. Consider approval of final plat of 10 Point Estates off of CR127 in Precinct 3 and any appropriate action

Commissioner Birchum made a motion to approve the final plat of 10 Point Estates on CR127 in Precinct 3. The motion was seconded by Commissioner Statler and carried unanimously. [Exhibit]

12. Consider ratifying the amended fireworks order of restrictions for July 4th holiday and any appropriate action

Judge Bolls made a motion to approve ratifying the amended fireworks order of restrictions for July 4th holiday. The motion was seconded by Commissioner Birchum and carried unanimously. [Exhibit]

13. Consider renewal for I.T.B. 2019-101 Gas and Diesel Fuel for Precincts and any appropriate action

Commissioner Kendrick made a motion to approve the renewal for I.T.B. 2019-101 Gas and Diesel Fuel as presented. The motion was seconded by Commissioner Birchum and carried unanimously. [Exhibit]

14. Consider renewal for I.T.B. 2021-101 IHC Pharmaceuticals and any appropriate action

Commissioner Kendrick made a motion to approve the renewal for I.T.B. 2021-101 IHC Pharmaceuticals as presented. The motion was seconded by Commissioner Birchum and carried unanimously. [Exhibit]

15. Consider renewal for I.T.B. 2018-102 Jail Pharmaceuticals and any appropriate action

Commissioner Kendrick made a motion to approve the renewal for I.T.B. 2018-102 Jail Pharmaceuticals as presented. The motion was seconded by Commissioner Birchum and carried unanimously. [Exhibit]

16. Consider award for I.T.B. 2022-105 Juvenile Facility Lock Replacement and any appropriate action

Commissioner Kendrick made a motion to approve the award for I.T.B. 2022-105 Juvenile Facility Lock Replacement to Sydaptic for the amount of \$88,547.33 as presented and using the ARPA funds as budgeted. The motion was seconded by Commissioner Statler and carried unanimously. [Exhibit]

17. Consider award for I.T.B. 2022-106 Juvenile Facility Controls Retro-Fit and any appropriate action

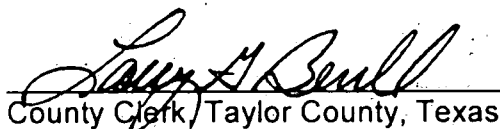
Commissioner Kendrick made a motion to approve the award for I.T.B. 2022-106 Juvenile Facility Controls Retro-Fit to Sydaptic for \$103,732.00 using ARPA funds as budgeted. The motion was seconded by Commissioner Birchum and carried unanimously. [Exhibit]

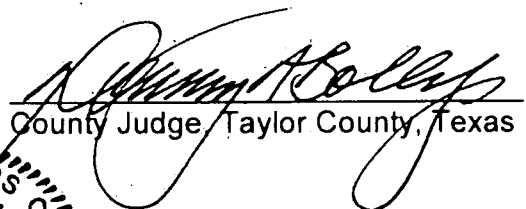
18. Consider approval of Second Amendment to Interlocal Agreement between Taylor County and the City of Abilene relating to housing of prisoners at the Taylor County Jail and any appropriate action

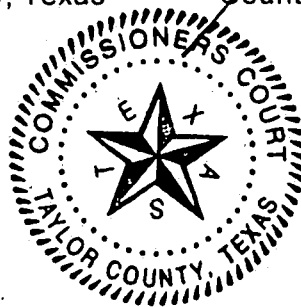
Commissioner Birchum made a motion to approve the Second Amendment to Interlocal Agreement between Taylor County and the City of Abilene relating to housing of prisoners at the Taylor County Jail as presented. The motion was seconded by Commissioner Kendrick and carried unanimously. [Exhibit]

19. Commissioner Kendrick made a motion to adjourn. The motion was seconded by Commissioner Birchum and carried unanimously. The meeting was adjourned at 9:42 a.m.

The foregoing Minutes have been examined, read and approved this the 19th day of July, 2022.


County Clerk, Taylor County, Texas


County Judge, Taylor County, Texas



Filename: Walker County Purchasing

Drawn by: Aiah 9/16/2022

(1) Logo Decal @ 48"
* Black HP vinyl
= \$246.80 + tax EACH
Installation: \$65.00



(1) Logo Decal @ 27.5"H x 48"W
* Black HP vinyl
= \$119.70 + tax EACH
Installation: \$35.00

Welcome
**PURCHASING
DEPARTMENT**

ARTech
SIGNS & LIGHTING, INC.

Full Sign Service

625 Hwy 190 East, Huntsville, TX 77320

Phone: 936-435-9966

Fax: 936-435-9967

artechsigns@gmail.com



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Approved: _____

Date: _____

2.23 POLICY ON OFFICE DÉCOR

1. It shall be the policy of Walker County to not purchase decorative items for offices of individuals.
2. Décor for common areas, hallways, entry areas, court rooms, conference rooms etc. shall be purchased from county funds only with specific approval of Commissioners' Court. The elected official/department head shall present an itemized list and graphic of item(s) requested. The items proposed shall generally be reflective of the office or service provided and/or depictive of national, Texas, local, history, landscape or geography. Art prints may be allowable at the option of Commissioners' Court.
3. The County shall allow purchase of one name plate per employee. All other office items including document frames, card holders, etc. shall not be personalized and must be generic for any individual who may occupy the office.
4. Common areas of county facilities décor shall follow the guidelines as described in #2 regardless of the source of funding for décor.
5. Design and content of signage placed on the exterior and interior of county facilities shall be approved by Commissioners' Court.

POLICY APPROVED AND ADOPTED BY: COUNTY COMMISSIONERS' COURT

DATE: 9/13/04 Amended 9/18/06 Amended 6/1/15

WALKER COUNTY FACILITY USE POLICY

Walker County Commissioners Court recognizes the need for guidelines for the use of County owned facilities by County Elected Officials and Departments and by non-County related organizations and sets forth policy as follows:

1. Department Building Use

- a. Walker County facilities are primarily used for official County functions by elected officials and staff. It is intended that these facilities be used to the fullest extent for these primary purposes. Facilities include buildings, parking lots, and grounds.

Note: The facilities covered by this policy do not include the Walker County Storm Shelter or the Walker County Jail.

- b. Various Walker County facilities may be made available to other users on a limited fee basis for events that **support a public purpose, benefit, service, training or interest to Walker County residents that otherwise could not occur without the facility being available.** The Walker County Commissioners' Court has the sole authority to approve the use of any Walker County facility for any such purpose. Walker County (licensor) has the right to refuse use of facilities to any group (licensee) if the proposed event conflicts with the intended use of the building, is in conflict with established policies or laws, or is in conflict with any other confirmed reservation.
- c. In such cases where groups have a written agreement with the Commissioners Court that addresses use of specific facilities or lands the written agreement shall stand.
- d. Access to County facilities and grounds will be restricted between 12:00 midnight and 6:00 am unless previously authorized by the Commissioners Court.

2. Reservations

- a. Reservations for use of each facility will be accepted on a first come – first served basis.
- b. No single group or individual will be given preference or priority so that the buildings are made available to serve the needs of as many different groups as possible. Equal access shall be given to all groups and individuals applying, and no group or individual shall be denied access because of considerations of race, sex, religious or political persuasion, or because of the political, religious, or social aims expressed by an individual or group, or by any group's members.
- c. The frequency with which one group may utilize the building is at the discretion of the County.
- d. The County retains the right to refuse requests for use of non-departmental space or to cancel reservations before or while they are in effect if these regulations are not complied with, or if the space requested is needed for governmental functions.
- e. Reservations are not accepted more than 6 months in advance of the scheduled event.

WALKER COUNTY FACILITY USE POLICY

- f. Permission to use Walker County facilities shall not, in any way, constitute an endorsement of the group or individual, or their policies and activities.

3. Application Process

- a. Applications and copies of the Walker County Building Use Policy will be available at the offices of the Walker County Judge.
- b. Applications must be approved by the Walker County Commissioners' Court. Applications are not valid until all applicable fees are paid.
- c. Applications should be submitted to the Walker County Judge's office not less than thirty (30) days prior to the intended use date.
- d. Applicants must be at least 21 years of age.

4. Liability

- a. Any group using a Walker County facility shall be required to execute a release of liability for negligence or any damages caused to the user or its property during the time of the event or use of the facility.
- b. Licensee is not allowed to assign their reserved time at a facility to another party unless written permission is given by the Walker County Commissioners Court.

5. Deposit and Rental Fees

- a. Rental fees only apply to events that take place AFTER regular working hours of Monday through Friday, 8:00 a.m. to 5:00 p.m.
- b. Deposits may be refunded fourteen (14) days after the scheduled use of the facility unless the facility is left unclean or damages occur to the facility, and will be mailed to the individual who made the reservation.
- c. Rental fees will be returned if the reservation is cancelled within 72 hours prior to the scheduled use of the facility. Rental fees may not be returned if the reservation is cancelled less than 72 hours prior to the scheduled use of the facility.
- d. Walker County will not charge a fee for use of a facility as an election polling place.
- e. Walker County Commissioners Court may elect to waive fees for use of County facilities if they determine that the County is receiving fair value by allowing the use of its facilities.

6. Regulations for Use of Space

- a. Licensee shall comply with all the laws of the United States, the State of Texas and all Walker County rules, policies and regulations. All persons in and on the property shall comply with official

WALKER COUNTY FACILITY USE POLICY

signs of a prohibitory or directory nature, and with the directions of security force personnel or other authorized individuals. Walker County has the right to have persons violating any provisions removed from the premises and to prosecute any and all violators to the fullest extent of the law.

- b. Licensee shall not engage in or permit disorderly conduct, or conduct which creates loud and unusual noise, or which obstructs the usual use of entrances, foyers, corridors, offices, elevators, stairways, and parking lots, or which otherwise tends to impede or disturb the public employees in the performance of their duties, or which otherwise impedes or disturbs the general public in transacting business or obtaining the services provided on property.
- c. Adults attending events on Walker County premises must keep their children with them at all times.
- d. Soliciting alms, contributions, or collecting private debts on County premises is prohibited. Commercial soliciting and vending and displaying or distributing commercial advertising on County premises are prohibited, except when in conjunction with an event approved by the Commissioners Court.
- e. Hanging decorations on the grounds, walks, driveways, parking and maneuvering areas, exteriors of buildings, and other structures, or on the floors, walls, stairs, racks, counters, desks, writing tables, window ledges, or furnishings in interior public areas on County premises which could damage the building in any way is prohibited unless written request is made and specifically approved in writing by the County.
- f. During all activities and events, a County representative may be assigned to supervise the building. This employee is not responsible for performing any personal services in conjunction with any activity or event. Designated representatives from Walker County have the right to enter any portion of the room for any purpose whatsoever any time during the scheduled event or activity. At all times the room shall be under the charge and control of the appropriate Walker County Department or licensee.
- g. All groups may be required to have a licensed peace officer, or Walker County contracted security services, at their event.
- h. The licensee shall be responsible for securing any permits or approvals, such as parking permits, required in connection with the event.
- i. Licensee shall not admit to the facility a larger number of persons than is permitted by the County Fire Code.
- j. Licensee shall not place any additional locks on doors. The keys to all facilities shall remain in the possession of the County. Entrances and exits shall be locked and unlocked by an employee of Walker County in accordance with the time set forth in the agreement unless other arrangements are made and confirmed in writing.

WALKER COUNTY FACILITY USE POLICY

- k. Licensee shall not use or permit smoking, use of tobacco, drug use, or alcoholic beverages in any County facility.
- l. Weapons, reproductions of weapons, and any items capable of being conceived as weapons (except those carried by peace officers) are forbidden from being brought onto Walker County property.
- m. Licensee shall not use or permit the premises to be used for sleeping or lodging purposes.
- n. Licensee will assure that persons attending the scheduled activity do not enter any of the offices in the facility.
- o. Stages and tents are allowed on the grounds. Stakes can be no longer than 8 inches.
- p. Vehicles are not allowed on lawns, planted areas, sidewalks or walkways of County property.
- q. Pets are not allowed inside Walker County facilities with the exception of Disability Assistance dogs.
- r. Proper attire of shirts and shoes are required during use of all Walker County facilities.
- s. If an emergency happens the licensee will immediately dial 911, contact appropriate emergency services, evacuate the building if appropriate, and notify both the peace officer on duty and the Walker County representative.
- t. The displaying of flags shall be limited to the following:
 - United States (current)
 - Texas (current)
 - U.S. Military (all branches)
 - Sam Houston State University
 - Huntsville Independent School District
 - New Waverly School District

REQUEST FOR USE OF WALKER COUNTY FACILITIES

Application No. _____

Facility Requested: _____

Date Requested: _____

Time(s): _____

The facility will be used for the following purpose(s): _____

It is hereby understood and agreed that the below named individual or organization(s) will assume responsibility for the repair or replacement of any Walker County premises and/or equipment which might be damaged during the license period. It is also understood that the security deposit may be forfeited for failure to comply with the Walker County Facility Use Policy.

Licensee: _____

Signed by: _____

Printed Name: _____

Phone: _____

Address: _____

Rental Fee: Waived

Deposit: Waived

Please return forms and fees to: Liz Jan at ejan@co.walker.tx.us or at:

Walker County, Office of the County Judge, 1100 University Ave., Huntsville, Texas, 77340.

For Office Use Only

Date Received: _____

By: _____

Court Approval date: _____

Request: _____ Approved _____ Denied

Special Requirements:

RELEASE OF LIABILITY – FACILITY USAGE

Facility Request

Walker County, Texas, hereinafter a licensor, grants permission to _____, hereinafter, a licensee, to use the _____, hereinafter, the premises, as follows:

Date:

Time:

Purpose:

Licensor shall not be liable for any personal injury or property damage occurring on or to the premises or to any persons in or on the premises, whether negligent or otherwise.

Licensee shall not make any claim against Licensor for any loss or damage described in this section.

Licensee understands and agrees to take the premises as they find them.

Licensee hereby releases Licensor from any and all actions, causes or actions, claims and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained.

This release, extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability and the consequences thereof.

The provisions of any state, federal, local law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at the time, to the person executing such release, are hereby expressly waived.

The statements and agreements herein are not merely recital but are contractual in character.

Licensee: _____

Signed by: _____
(Organization Liaison – Signature and Printed Name)

Date: _____

RELEASE OF LIABILITY – FACILITY USAGE

Facility Request

ACKNOWLEDGMENT OF RELEASE

THE STATE OF TEXAS §

COUNTY OF WALKER §

Before me, the undersigned authority, in and for the said State and County, on this day personally appeared, _____ known to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn on oath, state that he/she executed the same for the purposes and consideration therein expressed; that he/she had read it, fully understood its meaning and effect, know it is an unconditional release in full, and that he/she voluntarily executed it as such.

Given under my hand and seal of office on this _____ day of _____.

Notary Public in and for the State of Texas.

My commission expires: _____

VARIANCE REQUEST TO ON-SITE SEWAGE FACILITY REGULATIONS OF WALKER COUNTY, TEXAS

Copy all pages of this form and all attachments for (1) community official, (2) building owner.
If any section is not applicable to the proposed development project please mark that section "NA"

SECTION A - PROPERTY INFORMATION		FOR COUNTY USE ONLY
A1. Property Owner's Name BRAD DUNSTER		Application Number:
A2. Building/Site Street Address 103A S KALYN ROAD		Date of Submittal: 10-11-2022
City Huntsville	State Texas	ZIP Code 77320
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) 1.00 ACRE (PARK) W M EDSON SURVEY, A-191 WALKER COUNTY TX TRACT 36		
<p>THE ABOVE NAMED PERMIT APPLICANT DOES HEREBY MAKE AN APPEAL TO THE COMMISSIONER'S COURT OF WALKER COUNTY FOR A VARIANCE TO THE CONDITIONS OF PERMIT APPROVAL, REGULATORY REQUIREMENTS, AND/OR CONSTRUCTION STANDARDS REQUIRED BY THE WALKER COUNTY ON-SITE SEWAGE FACILITY REGULATIONS.</p>		
SECTION B - OTHER VARIANCE		
(All Variance requests need to include the specific variance along with the Section(s) of the Regulation to which they apply)		
<p>B1. A Variance is requested to Section(s) <u>CH.285.33.</u> of the On-site Sewage Facility Regulations of Walker County, Texas and / or TAC 30, Chapter 285 as follows:</p> <p>I hereby request a variance to use the on site sewer facility design plans in lieu of on site sewer facility feasibility study</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>		
SECTION C - JUSTIFICATION AND PRESENTATION OF FACTORS EFFECTING VARIANCE		
(This section must be completed by a Registered Sanitarian or Engineer.)		
<p>C1. Is the variance being requested for a new on-site sewage facility, or for the modification of an existing OSSF?</p> <p>New <u>Yes</u> Existing _____</p>		
<p>C2. Has the proposed OSSF been installed prior to the request for or approval of a variance?</p> <p>Yes <u>No</u> Existing _____</p>		

Initial JK

C3. Please explain the cause or reason the variance is being requested (attach additional pages as "Exhibit E"):

The current on site sewer designs attached show very clearly that the lot can sustain all the three ossf without violating any of the state and Walker county setback rules.

C4. In the opinion of the below signed Registered Sanitarian or Registered Engineer responsible for the preparation of the planning materials that include the variance, will the on-site wastewater facility including the variant methods or installation measures requested provide conditions that will provide equivalent or greater protection of the public health and the environment by variant means?

Yes yes No _____

Please explain below:

IT IS MY PROFESSIONAL OPINION THAT THIS SYSTEMS WILL NOT AFFECT THE ANY OF THE SETBACK RULES.

THE OSSF WILL PROVIDE EQUAL PROTECTION TO THE PUBLIC HEALTH AND THE ENVIRONMENT.

C5. Is the OSSF for which the variance is being requested being installed on an existing small lot or tract created before January 1, 1998?

Yes _____ No NO

C6. Is the variance being requested for a separation distance?

Yes _____ No NO

If the answer is to question C6 is "Yes", then does the below signed Sanitarian or Engineer certify that to the best of his/her knowledge and ability that the provisions of TAC 30, Chapter 285 cannot be met on the site without the grant of a variance?

Yes Yes No _____

CERTIFICATION OF REGISTERED SANITARIAN OR ENGINEER

I, the below signed Engineer / Sanitarian do hereby certify that I have reviewed the planning materials and plans for the subject on-site sewage facility and have answered the questions in Section C to the best of my ability and in conformance with standard principles and practices. I further understand that my professional opinion may be relied upon for the issuance of a variance to the local order pertaining to on-site sewage facilities as it relates to equivalent protection of public health and safety and the environment, and a license to operate a system under said regulations.

Signature of Sanitarian/Engineer

JOHN KATAMBANI

Date

10/7/2022

Printed Name of Sanitarian/Engineer

JOHN KATAMBANI

License #

3710



Initial _____

NOTICE

ALL INSTALLATION AND OPERATION OF THE ON-SITE SEWAGE FACILITY AND/OR ASSOCIATED DEVELOPMENT MUST BE IN STRICT COMPLIANCE WITH THE VARIANCES STATED HEREIN AND OTHER CONDITIONS STATED ON THE DEVELOPMENT PERMIT. ANY VARIATION WILL RESULT IN IMMEDIATE SUSPENSION OR TERMINATION OF THIS VARIANCE AND THE LICENSE TO OPERATE THE ON-SITE SEWAGE FACILITY. FLAGRANT VIOLATION OF THE CONDITIONS OF THIS VARIANCE MAY RESULT IN THE COMMISSIONER'S COURT SEEKING INJUNCTIVE RELIEF, CIVIL, OR CRIMINAL PENALTIES.

WARNING

THE GRANTING OF A VARIANCE IS LIMITED TO THE PERMITTING STANDARDS AND LOCAL REGULATORY STANDARD ONLY. THE APPLICANT ACKNOWLEDGES THAT HE/SHE IS RESPONSIBLE TO ENSURE THAT ANY VARIANCE DOES NOT DAMAGE OR THREATEN THE HEALTH OF OCCUPANTS OR NEARBY PROPERTIES OR PROPERTY OWNERS, AND COMPLIES WITH ALL OTHER MINIMUM LOCAL, STATE, AND FEDERAL REGULATIONS.

DISCLAIMER

THE COMMISSIONER'S COURT OF WALKER COUNTY AND ANY OFFICER OR EMPLOYEE OF WALKER COUNTY ARE NOT LIABLE FOR DAMAGES OR INJURIES RESULTING FROM A PERMIT FOR WHICH THIS VARIANCE IS GRANTED.

I, _____, do hereby acknowledge that I have reviewed the provisions, warnings, notices, and disclaimers stated above and that I understand them agree with them and intend to comply fully with them. I am fully aware that Walker County is not liable for damages resulting from the use of the on-site sewage facility or regulatory variance as approved for my property or facility. I further accept full responsibility for the risks, if any, associated with this variance. I also certify that the facts presented in this application are true, and that in the event I sell this property or structure in the future, that I will give notice of the variance to the purchaser prior to sale.

Signature of Owner/Applicant

Date



OCT 4 2022

SECTION D – ACTION ON VARIANCE BY COMMISSIONER'S COURT

After careful consideration of the reasons for the request of variance, the Commissioner's Court of Walker County, Texas has determined that it is within the scope of Section 13 as outlined in the Walker County Order Adopting Rules for On-Site Sewage Facilities to _____ this request for variance.

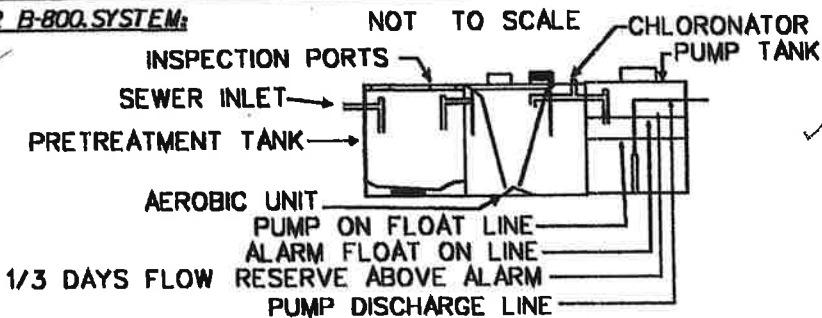
This variance will expire in 12 months if the related license to operate is not issued within prior to that date.

Commissioner's Court Signature

Printed Name

Date

NU WATER B-800 SYSTEM:



ATTACHMENT: 'A' SYSTEM SPECIFICATIONS.

SEE ATTACHMENT : 'B' FOR SYSTEM DESIGN



NOTE :

(1) IRRIGATION TIMER IS REQUIRED. IF DAILY WATER USAGE EXCEEDS THIS AMOUNT, DESIGN WILL BECOME INVALID.

(2) PUMP TANK SHALL HAVE MINIMUM 360 GALLONS RESERVE CAPACITY BETWEEN "PUMP ON" AND "ALARM ON" LEVEL. 1/3 DAYS FLOW HOLDING CAPACITY BETWEEN "ALARM ON" LEVEL AND PUMP TANK INLET.

(3) NO PUBLIC WATER MAINS PER HOME OWNER. THE INSTALLER MUST RELOCATE ALL SUBSURFACE UTILITIES BEFORE CONSTRUCTION.

(4) IMMEDIATELY AFTER COMPLETION OF INSTALLATION, HOMEOWNER MUST SEED THE SPRAY-FIELD WITH GRASS AND MOW AS NECESSARY TO MAINTAIN OPTIMUM GROWING CONDITION. UNDER NO CIRCUMSTANCES MAY ANY FOOD CROPS BE PLANTED ON THIS AREA.

STRUCTURE

MULTI - FAMILY RESIDENCE ✓
NUMBER OF BEDROOMS

2xTWO (2) BDRM < 1,500 sq.ft. each.

DESIGN PARAMETERS

MAXIMUM DAILY FLOW 180+180 GALLONS PER DAY
APPLICATION RATE .041
MINIMUM AREA REQUIRED 360/.041 = 8,780 SQUARE FEET
AREA DESIGNED 9,057 SQUARE FEET

SYSTEM COMPONENTS BE OF AN APPROVED TYPE OR SPECIFY

PRE TREATMENT TANK 500GALLONS CONCRETE
AERATION TANK NU WATER B-800
PUMP TANK 1000 GALLONS CONCRETE
PUMP P-20 1/2 HORSEPOWER
SPRINKLERS LOW ANGLE SPRAYHEADS
CHLORINATOR MODEL 120
WATER SUPPLY PIPES FROM THE HOME TO
PUBLIC TREATMENT SYSTEM, SHALL
BE OF MADE OF SCHEDULE
40 OR SDR26 4" DIAM. AND
BUFFER REQUIREMENTS HAVE A SLOPE OF 1/8" PER FT.

AEROBIC TREATMENT UNIT TO
PRIVATE WATER WELL 50 FEET
PROPERTY LINES 5 FEET
WATER LINES 10 FEET
STRUCTURES 5 FEET

SPRAY FIELD AREA TO
WATER WELLS 100 FEET
PROPERTY LINES 10 FEET
STRUCTURES NO SEPARATION

ADDITIONAL OSSF NOTES

- (1) THE INSTALLER SHALL VIEW THIS DIAGRAM, AND THE THE ACTUAL SITE FOR ANY DISCREPANCIES THAT MAY EXIST.
- (2) ALL CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH THE STATE AND LOCAL OSSF CODES.
- (3) ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE MATERIAL ELECTRIC CODE.
- (4) CHLORINATION UNIT MAY BE LOCATED IN LINE BETWEEN THE TREATMENT TANK AND THE PUMP TANK, OR WITHIN THE PUMP TANK. BACK FILL SOILS MUST BE TYPE IB, II or III ONLY.
- (5) THE P.E. or R.S. IS NOT RESPONSIBLE FOR THE INTEGRITY OF THE SYSTEM TO BE INSTALLED, OR ANY WORKMANSHIP OF THE INSTALLER.
- (6) PAYMENT FOR THIS DESIGN RELEASE THE P.E. or R.S.OF ALL LIABILITIES THAT MAY ARISE FROM A FAILED SYSTEM.

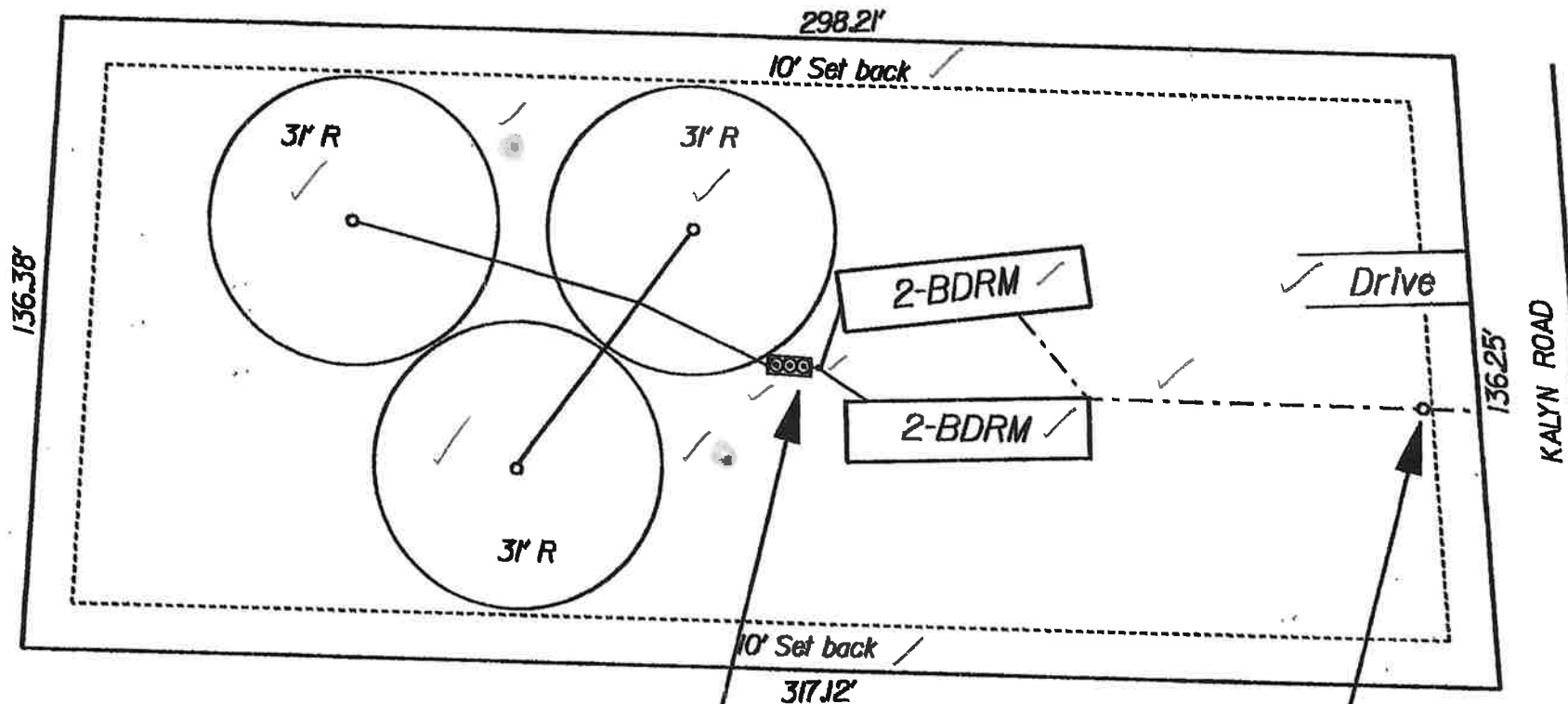
K & B TECH. (936) 293 1598

BRAD DUNSTER

KALYN ROAD

HUNTSVILLE, TEXAS 77320

PERMIT * 2022-0357 7/8/2021



- / 1000g pump tank
- / NU WATER B-800
- / 500g primary tank
- / 2/w CO's

/ water meter
and lines /



K & B TECH,	(936) 293 1598
BRAD DUNSTER	PERMIT • 2022-0359
18 KALYN ROAD	
HUNTSVILLE, TEXAS 77320	

SITE EVALUATION FORM

FOR ON SITE SEWAGE FACILITIES

All blanks shall be filled out in type or print, any entries which do not apply shall be marked with an "NA".

Date: 7/8/21

Application Number: 2022-0359

APPLICANT INFORMATION	
Name: <u>BRAAD DUNSTER</u>	
Phone Number: <u>()</u>	
Address: <u>KARYN RD</u>	
City: <u>HUNTSVILLE</u>	
State: <u>TX</u> Zip: <u>77320</u>	

SITE EVALUATOR INFORMATION	
Name: <u>JOHN KATAMBANI</u>	
Phone Number: <u>(936) 293-1598</u>	
Address: <u>3337 THORNWOOD WAY</u>	
City: <u>HUNTSVILLE</u>	
State: <u>TX</u> Zip: <u>77340</u>	

PROPERTY INFORMATION			
Subdivision Name: <u>N/A</u>	Street Address: <u>SAME</u>		
Section: <u>—</u> Block: <u>—</u> Lot: <u>—</u>	County: <u>WALKER</u>		
Survey: <u>—</u> Abstract: <u>—</u>	Tract #: <u>—</u> Acreage: <u>1</u> Appraisal Map Page: <u>—</u>		

*The Subdivision Name, Section, Block, Lot, Survey, and Abstract information should be contained in the deed to the property, while the Tract# and Appraisal Map Page are available from the County Appraisal District. Most property data is also recorded on the permit application held by the applicant.

FLOOD HAZARD

The evaluated property is located: ☒ Outside of the designated 100 yr. Flood Plain
☐ In the designated 100 yr. Flood Plain
☐ In the designated 100 yr. Flood Plain and Floodway

Note: The 100-year floodplain for each tract of land where an OSSF will be installed shall be determined from either NFIP/Federal Emergency Management Agency (FEMA) maps or from a flood study prepared by a professional engineer when FEMA maps are not available. Any potential OSSF site within a 100-year floodplain is subject to special planning requirements (See 285.31(c)(2)).

SETBACKS

Are there any wells on neighboring properties within 100 ft (private) or 150 ft (public) of the property lines? ☐ yes ☒ no

Note: If neighboring wells exist they must appear on the design.

Note: OSSFs shall be separated from features, in the area where the OSSF is to be installed, that could be contaminated by the OSSF or could prevent the proper operation of the system. The separation requirements are in 285.91(10)TAC.

TOPOGRAPHY

Is the slope of the tract greater than 30%: ☐ yes ☒ no

Is the slope of the tract greater than 15%: ☐ yes ☒ no

Is the slope of the tract less than 2%: ☐ yes ☒ no

Are there any areas of poor drainage or complex slope that will interfere with system function: ☐ yes ☒ no
 (If "yes" then these areas must be shown on the Site Drawing and must be addressed in the planning materials or avoided by design)

Note: Slopes above 30% and below 2% are considered unsuitable for standard subsurface disposal. If the slope is less than 2% then steps shall be taken to ensure there is adequate surface drainage over any subsurface disposal field. Slopes less than 15% are considered acceptable for surface irrigation, sloped land with greater than 15% slope may be acceptable if it is properly landscaped and terraced to minimize runoff, any such landscaping shall be addressed in detail in both the design and planning materials.

Initials of Site Evaluator OK

Application Number: 2022-0359

GROUNDWATER EVALUATION

The soil profile shall be examined to determine if there are indications of seasonal or current groundwater.

Are there any indications of a seasonal water table: ☐ yes ☒ no depth: N/A inches
(If yes then the level of the seasonal water table shall be shown on the soil profiles)

Note: Any soil profile that has a seasonal or permanent water table within 24 inches of the bottom of the proposed disposal excavations shall be considered unsuitable for standard subsurface disposal.

SOIL EVALUATION

The individual performing the site evaluation shall at a minimum drill two soil borings or excavate two backhoe pits at opposite ends of the proposed disposal area to determine the characteristics of the soil. In areas of high soil variability where system tanks will be placed outside the tested area a minimum of one additional soil boring or excavation will be performed at the tank location.

Soil evaluation results: (circle one of the following)

☐ Class I ☐ Class II ☐ Class III ☒ Class IV

Are there any indications of Restrictive Horizons: ☐ yes ☐ no depth: N/A inches Type: _____
(If yes then the level of the Restrictive Horizon shall be shown on the soil profile)

Application Rate: 0.041

Surface Application Rate: 0.041

If soils or subsoils within two feet of the bottom of the excavation are classified as either Class II or Class III soils then the following section must be completed:

- 1) Does the soil contain gravel greater than 2.00 mm?
- 2) If the soil does contain gravel is the gravel portion less than 30%?
- 3) If the soil contains more than 30% gravel, is 80% of the gravel portion less than 5.0mm?

<input type="checkbox"/>	yes	<input checked="" type="checkbox"/>	no	<input type="checkbox"/>
<input type="checkbox"/>	yes	<input checked="" type="checkbox"/>	no	<input type="checkbox"/>
<input type="checkbox"/>	yes	<input checked="" type="checkbox"/>	no	<input type="checkbox"/>

Note: In Class II or III soils, Gravel portions over 30% are unsuitable unless at least 80% of the gravel portion is less than 5.0 mm (285.91 Table V) //

CERTIFICATION

I JOHN KATAMBANI, a Registered/Licensed OS0017329 did personally conduct the above recorded site evaluation, in the field, on 7/8/21. I do hereby certify the results as true and correct for the property evaluated.

Date: 7/8/21

Signature: [Signature]

Lic/Reg #: 05 - 17329



Initials of Site Evaluator OK

Application Number: 2022-0359

All items on the list shall be marked.
S = Suitable for Installation

Treatment Method	Disposal Method	S	U
Septic Tank	Absorptive Drainfield	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic Tank	Lined Evapo-Transpiration	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic Tank	Unlined Evapo-Transpiration	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic Tank	Leaching Chamber	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic Tank	Gravelless Pipe	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic Tank	Low Pressure Dosing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic Tank	Absorptive Mound	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic Tank	Soil Substitution	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic Tank	Pumped Effluent Drainfield	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic Tank w/ Filter	Drip Irrigation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Secondary Treatment	Absorptive Drainfield	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Secondary Treatment	Lined Evapo-Transpiration	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Secondary Treatment	Unlined Evapo-Transpiration	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Secondary Treatment	Leaching Chamber	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Secondary Treatment	Gravelless Pipe	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Secondary Treatment	Low Pressure Dosing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Secondary Treatment	Absorptive Mound	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Secondary Treatment	Soil Substitution	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Secondary Treatment	Surface Application	<input checked="" type="checkbox"/>	<input type="checkbox"/>

U = Unsuitable for Installation

Please see notes at bottom of page for additional information.

Site Evaluator's Notes:

Initials of Site Evaluator

OK



Create a sketch of the property above or attach a separate drawing indicating the locations of any soil borings, structures, and proposed or existing features affecting the proposed on-site sewage facility. Please indicate locations of all features shown by scale or labeled distance from landmark, structure, or property lines, so that locations can be relocated or verified on the ground at a later date.

Initials of Site Evaluator OK

Application Number: 2022-0359

SOIL PROFILES

The individual performing the site evaluation shall at a minimum either drill two soil borings or excavate two backhoe pits at opposite ends of the proposed disposal area to determine the characteristics of the soil. In areas of high soil variability, the permitting authority may require additional borings or backhoe pits. The borings or backhoe pits shall either be excavated to a depth of two feet below the proposed excavation of the disposal area (not less than 3 1/2 ft), or to a restrictive horizon. Note: Please list each soil horizon and list all restrictive features in the soil profiles below.

Soil Boring #: 1 Depth of Profile: 64

Soil Boring #: 2 Depth of Profile: 64

The soil characteristics at the proposed tank locations are considered to be consistent with boring #: 1&2

(If soils at the proposed tank locations have not been determined to be consistent with the first two borings additional boring(s) will be provided and the appropriate number listed above.)

BORING # 1

Depth (feet)	Soil Color & Description	Gravel (%) (if applicable)	Drainage Material (if applicable)	Restrictive Horizon	Comments
0	II	2%	N/A	N/A	LOAM
12					
24					
36	IV	1%	N/A	N/A	CLAY
48					
52					
64					

BORING # 2

Depth (feet)	Soil Color & Description	Gravel (%) (if applicable)	Drainage Material (if applicable)	Restrictive Horizon	Comments
0	II	2%	N/A	N/A	LOAM
12					
24					
36	IV	1%	N/A	N/A	CLAY
48					
52					
64					

Please attach additional copies of this sheet for addition borings.

Initials of Site Evaluator OK

RIGHT OF WAY ACQUISITION REPORT AMENDMENT

Precinct: 1

Name of Road(s) for which ROW is being acquired: George Wilson Road

Name of Property Owner Dedicating ROW: Johnny T. Belasquez and Deborah M. Belasquez

Approximate Acreage of Subject Tract: 1.4807 Deed Call: DR ☒ OR Vol. Inst. Pg. 73269

Approximate length of Right of Way: 150 feet (As estimated by field measurement of centerline alignment or deed call)

Proposed Agreements with Landowner: (Please check corresponding agreement)

- ☐ 1) Construct a fence to a standard listed in the current "Fencing Appendix" including any necessary gates, "water-gaps", and connections to cross-fencing.

NOTES: _____

- ☐ 2) Agree to construct fencing or portions of fencing not listed in the "Fencing Appendix" as long as the value of the project is less costly or substantially equivalent in value to the value of fencing projects which are listed in the fencing appendix.

DETAILS: _____

- ☐ 3) Agree to compensate the grantee of right-of-way at a rate not to exceed the price per linear foot shown in the current fencing appendix. *(If the commissioner wishes to provide materials, or other services in addition to the price per linear foot, then such additional provisions should be listed specifically in the "Right of Way Acquisition Report".)*

DETAILS: _____

- ☐ 4) Agree to perform clearing or maintenance work in the bounds of said right-of-way after the transfer of such, including, but no limited to, drainage work or drainage structure placement.

DETAILS: _____

- ☐ 5) Agree to conditions pertaining to the disposition of any timber or natural resource within the bounds of, or affecting said right-of-way.

DETAILS: _____

- ☐ 6) Agree to replace any existing fence, barrier, or gate with a structure of equal cost or quality.

DETAILS: _____

- ☒ 7) Other arrangements or conditions to be approved by Commissioners' Court.

DETAILS: Property owner to build fence / County to clear R.O.W.

- ☒ County will pay Grantor \$ 5.00 per linear foot upon submittal of completed **fence inspection** and review by Commissioner as per approved in Commissioners' Court.

- ☐ County will pay Grantor \$.00 per linear foot or project upon submittal of completed **clearing inspection** and review by Commissioner as per approved in Commissioners' Court.

NOTES AND DISCLAIMERS

The approximated length of right-of-way represented in this report reflects rough field measurements only and shall not be construed to effect or alter the actual dedication. As with any rough or estimated measurements errors can and will occur and the measurements reflected in this report are subject to reasonable margins of error.

The proposed agreements with landowner and the following categories and details provided are included in this report for internal uses and are not intended to represent binding legal agreements. The proposed agreements and details are considered as general loose descriptions of possible work to be performed in the interest of delineation and collection of rights of ways; and the information supplied should not be taken to provide or limit the actual specifications of projects to be performed, if or when said projects are provided.

This document and the data contained herein are maintained in the interest of providing Walker County's internal departments and offices with data for uses deemed internally appropriate, **WALKER COUNTY does not guarantee the accuracy, or completeness. Use of this information is the sole responsibility of the user. Walker County assumes no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused or for any decision made or action taken by an person in reliance upon any information or data furnished herein.**

Signature of Commissioner or Appointed Representative

Date

State of Texas / County of Walker

Subscribed and Sworn to before me this _____ day of _____ 201____

Date

_____/ Notary Public Signature

Signature of Owner(S)

Date

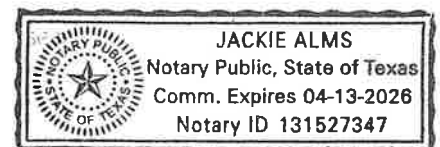
Signature of Owner(S)

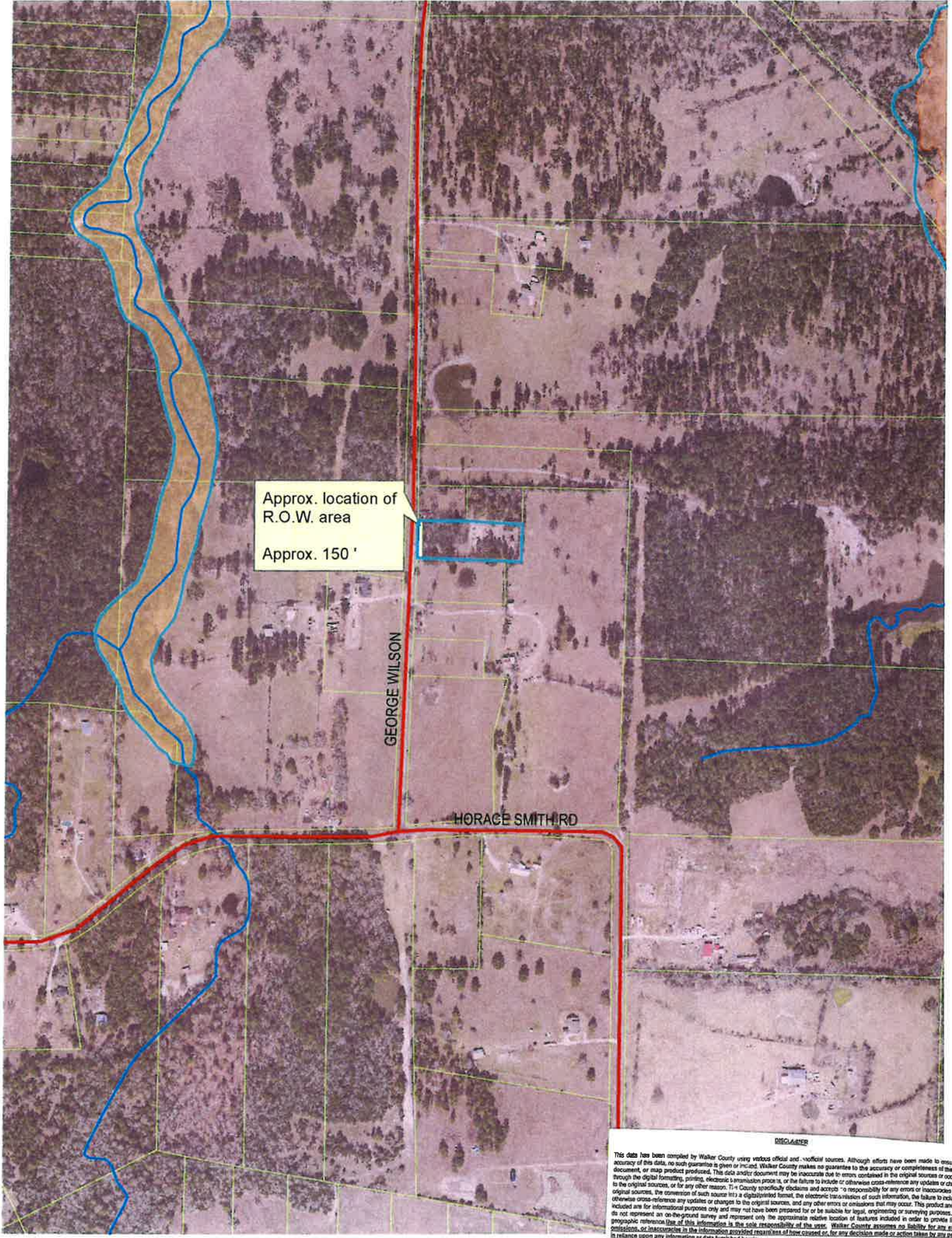
Date

State of Texas / County of Walker

Subscribed and Sworn to before me this 7th day of OCT. 2012022

Jackie Alms / Notary Public Signature





Approx. location of
R.O.W. area

Approx. 150'

GEORGE WILSON

HORACE SMITH RD

DISCLAIMER

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RIGHT OF WAY EASEMENT

Deed found in Walker County Book WCOPR Volume Inst. 73269 Page _____

Description of Property: Tract 10 . Acres 1.480 . W. Birdsell Survey, A- 6

Date of Document: October 18, 2021

Grantor: Johnny & Deborah Belasquez Address: [REDACTED]

Grantee: Walker County, Texas Address: 1100 University Ave., Huntsville, TX 77340

Known by all men by these presents that the undersigned, hereafter referred to as grantor, owning or having interest and authority to execute this document for land bordering on George Wilson Road in the W. Birdsell Survey, A- 6, do hereby grant permission for the County of Walker to use approximately 30 feet of land from the center of the present road for rights of way purposes

Grantor agrees to build own fence. Walker County agrees to perform clearing or maintenance work in the bounds of said right-of-way. Walker County agrees to compensate Grantor \$ 5.00 per liner foot upon completion and review by Commissioners as per approved in Commissioners' Court.

All parties understand that the grantor of this easement retains all rights of ingress and egress over said easement to get to adjacent lands owned or controlled by grantor.

It is further understood that the granting of the easement to Walker County for right of way purposes does not affect mineral rights presently in effect and that mineral rights will remain with present owner.

The grantor acknowledges that he is the owner of the above-described lands and that said lands are under his or her control at all times.

[Signature]
OWNER SIGNATURE

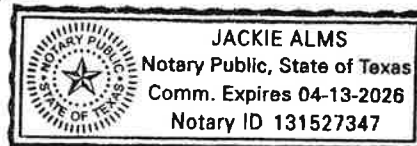
Johnny T. Belasquez JR.
PRINT NAME

Deborah Belasquez
OWNER SIGNATURE

Deborah Belasquez
PRINT NAME

On this day personally appeared JOHNNY & DEBORAH BELASQUEZ SUBSCRIBED AND SWORN
THIS 7th DAY OF OCTOBER, 2022

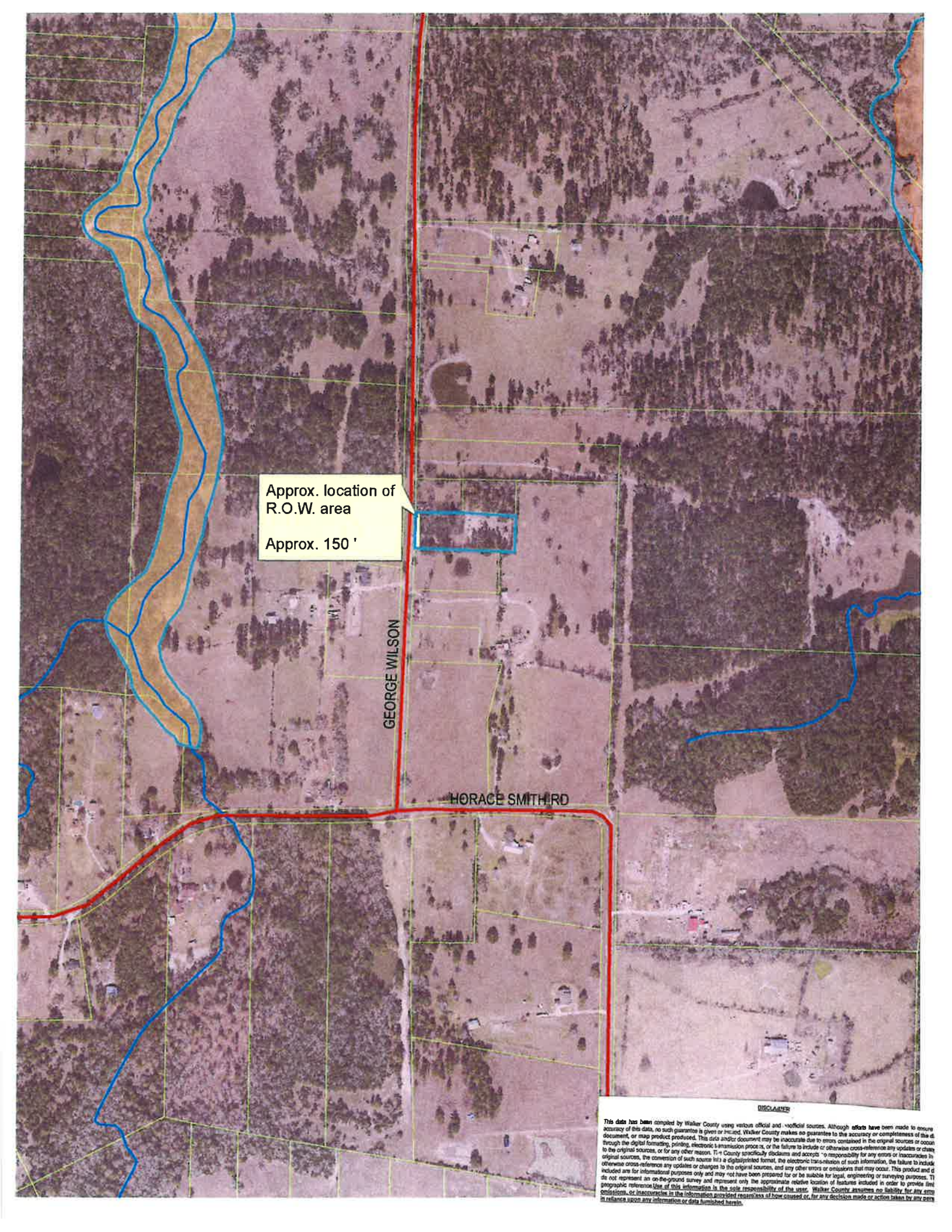
[Signature]
NOTARY PUBLIC



ROW approved in Commissioners' Court _____

Revised 5-7-2018

Grantor builds Fence



Approx. location of
R.O.W. area

Approx. 150'

GEORGE WILSON

HORACE SMITH RD

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RIGHT OF WAY ACQUISITION REPORT AMENDMENT

Precinct: 1

Name of Road(s) for which ROW is being acquired: George Wilson Road

Name of Property Owner Dedication ROW: William H. Vann

Approximate Acreage of Subject Tract: 32.558 Deed Call: DR / OR Vol. 381 Pg. 223

Approximate length of Right of Way: 525 feet (As estimated by field measurement of centerline alignment or deed call)

Proposed Agreements with Landowner: (Please check corresponding agreement)

- ☐ 1) Construct a fence to a standard listed in the current "Fencing Appendix" including any necessary gates, "water-gaps", and connections to cross-fencing.

NOTES: _____

- ☐ 2) Agree to construct fencing or portions of fencing not listed in the "Fencing Appendix" as long as the value of the project is less costly or substantially equivalent in value to the value of fencing projects which are listed in the fencing appendix.

DETAILS: _____

- ☐ 3) Agree to compensate the grantee of right-of-way at a rate not to exceed the price per linear foot shown in the current fencing appendix. *(If the commissioner wishes to provide materials, or other services in addition to the price per linear foot, then such additional provisions should be listed specifically in the "Right of Way Acquisition Report".)*

DETAILS: _____

- ☐ 4) Agree to perform clearing or maintenance work in the bounds of said right-of-way after the transfer of such, including, but no limited to, drainage work or drainage structure placement.

DETAILS: _____

- ☐ 5) Agree to conditions pertaining to the disposition of any timber or natural resource within the bounds of, or affecting said right-of-way.

DETAILS: _____

- ☐ 6) Agree to replace any existing fence, barrier, or gate with a structure of equal cost or quality.

DETAILS: _____

- ☒ 7) Other arrangements or conditions to be approved by Commissioners' Court.

DETAILS: Property owner to build fence / County to clear R.O.W.

- ☒ County will pay Grantor \$ 5.00 per linear foot upon submittal of completed fence inspection and review by Commissioner as per approved in Commissioners' Court.

- ☐ County will pay Grantor \$.00 per linear foot or project upon submittal of completed clearing inspection and review by Commissioner as per approved in Commissioners' Court.

NOTES AND DISCLAIMERS

The approximated length of right-of-way represented in this report reflects rough field measurements only and shall not be construed to effect or alter the actual dedication. As with any rough or estimated measurements errors can and will occur and the measurements reflected in this report are subject to reasonable margins of error.

The proposed agreements with landowner and the following categories and details provided are included in this report for internal uses and are not intended to represent binding legal agreements. The proposed agreements and details are considered as general loose descriptions of possible work to be performed in the interest of delineation and collection of rights of ways; and the information supplied should not be taken to provide or limit the actual specifications of projects to be performed, if or when said projects are provided.

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Signature of Commissioner or Appointed Representative

Date

State of Texas / County of Walker

Subscribed and Sworn to before me this _____ day of _____ 201____

Date

_____/ Notary Public Signature

William H. Glover
Signature of Owner(S)

10-12-22
Date

Signature of Owner(S)

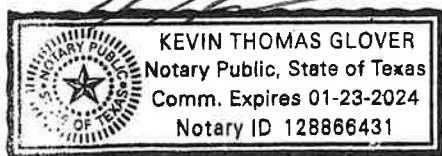
Date

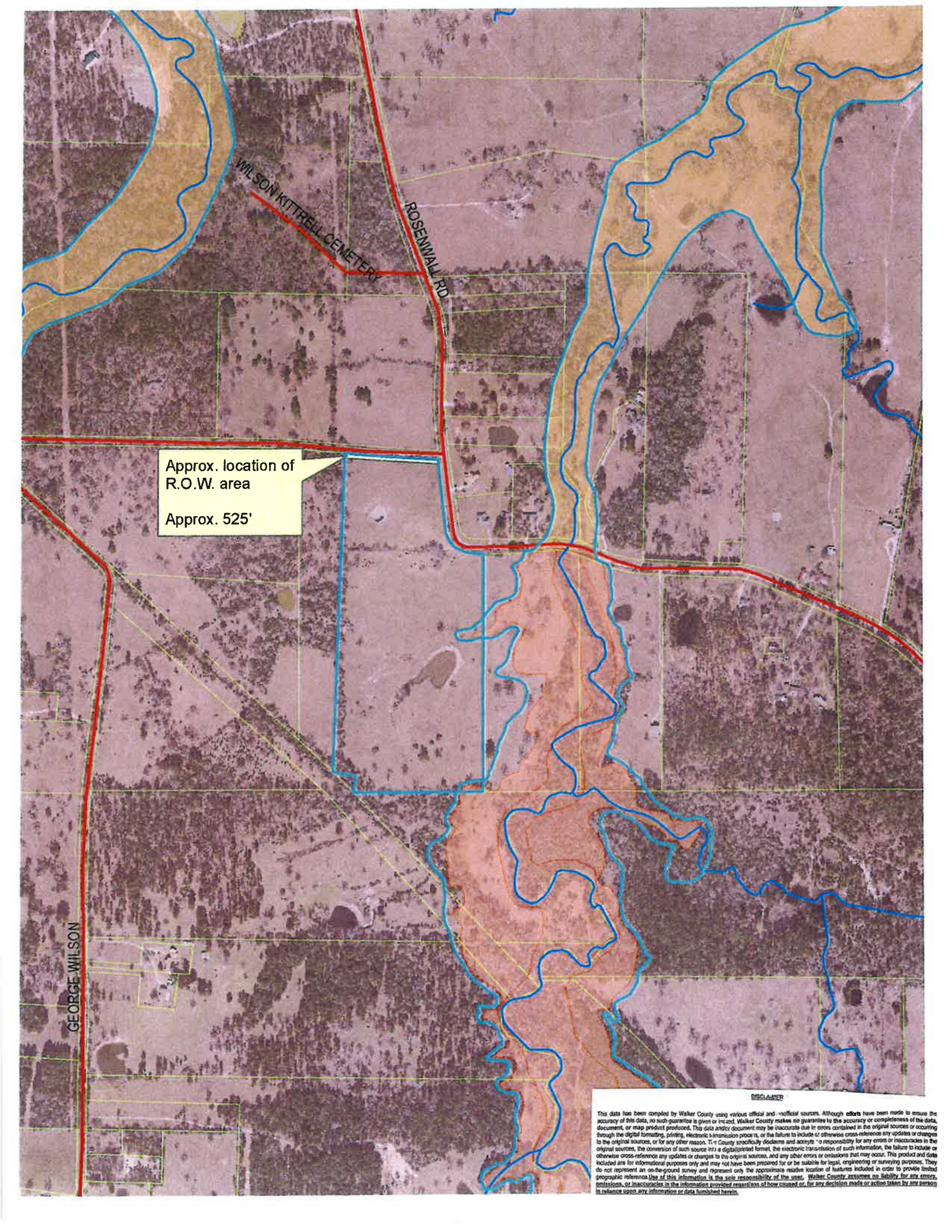
State of Texas / County of Walker

Subscribed and Sworn to before me this 12th day of October 2022.

Date

Kevin Thomas Glover / Notary Public Signature





Approx. location of
R.O.W. area

Approx. 525'

DISCLAIMER

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RIGHT OF WAY EASEMENT

Deed found in Walker County Book WCDR Volume 381 Page 223

Description of Property: Tract 6.3 . Acres 32.558, George E. Hunter Survey, A- 251

Date of Document: August 24, 1981

Grantor: William H. Vann

Address: [REDACTED]

Grantee: Walker County, Texas

Address: 1100 University Ave., Huntsville, TX 77340

Known by all men by these presents that the undersigned, hereafter referred to as grantor, owning or having interest and authority to execute this document for land bordering on George Wilson Road in the G.E. Hunter Survey, A- 25, do hereby grant permission for the County of Walker to use approximately 30 feet of land from the center of the present road for rights of way purposes

Grantor agrees to build own fence. Walker County agrees to perform clearing or maintenance work in the bounds of said right-of-way. Walker County agrees to compensate Grantor \$ 5.00 per liner foot upon completion and review by Commissioners as per approved in Commissioners' Court.

All parties understand that the grantor of this easement retains all rights of ingress and egress over said easement to get to adjacent lands owned or controlled by grantor.

It is further understood that the granting of the easement to Walker County for right of way purposes does not affect mineral rights presently in effect and that mineral rights will remain with present owner.

The grantor acknowledges that he is the owner of the above-described lands and that said lands are under his or her control at all times.

William H. Vann
OWNER SIGNATURE

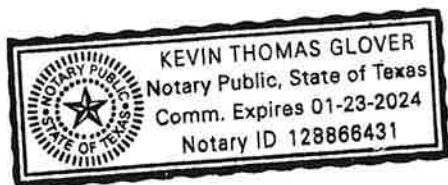
William H Vann
PRINT NAME

OWNER SIGNATURE

PRINT NAME

On this day personally appeared William H. Vann SUBSCRIBED AND SWORN
THIS 12th DAY OF October, 2022.

[Signature]
NOTARY PUBLIC



ROW approved in Commissioners' Court _____

Revised 5-7-2018

Grantor builds Fence

WILSON KITTRELL CEMETERY

ROSEWALL RD

Approx. location of
R.O.W. area
Approx. 525'

GEORGE WILSON

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