



TOWN COUNCIL REGULAR MEETING

Wednesday, February 21, 2024 at 6:00 PM
Fulton Council Chambers, 201 N. 7th Street

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE – U.S. Flag and Texas Flag

OBSERVE A MOMENT OF SILENCE/PRAAYER

CITIZENS TO BE HEARD (PUBLIC FORUM)

Public participation is valued and at this time, comments limited to three (3) minutes will be taken from persons who have signed the Speaker's Card located on the table inside the Council Chambers and delivered to the City Secretary before the meeting begins. Written comments received by submission to the City Secretary in person or emailed to citysec@fultontexas.org by 3:00 p.m. on the day of the meeting, on any subject matter that is not on the agenda, will be read and summarized in the minutes of the meeting. Persons wishing to address the Council and who have registered using the Speaker's Card will have up to three (3) minutes to speak. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda. While civil public criticism is not prohibited; disorderly conduct or disturbance of the peace as prohibited by law shall be cause for the chair to terminate the offender's time to speak.

CONSENT AGENDA

All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- 1. Discuss/Approve/Disapprove** minutes of the Regular Meeting held on February 7, 2024.
- 2. Discuss/Approve/Disapprove** November and December 2023 financial report.

ITEMS FOR CONSIDERATION

- 3. Discuss/Approve/Disapprove** Fulton Community Church's parking permit application to be used during the 2024 Oysterfest.
- 4. Discuss/Approve/Disapprove** the Interlocal Cooperation Contract Failure to Appear Program with the State of Texas.
- 5. Discuss/Approve/Disapprove** Policy Renewal Offer for Texas Windstorm Insurance Association for Town of Fulton properties.

- 6. Discuss/Approve/Disapprove** Labor Standards Officer Oversight Procedures related to Community Development Block Grant Disaster Recovery Project with the General Land Office, State Contract No. 20-065-054-C164.
- 7. Discuss/Approve/Disapprove** the Fully Managed Services Master Agreement with Straight Edge Technology.

CLOSED SESSION

The Town Council may elect to go into closed session pursuant to Chapter 551, Government Code on any Agenda item where appropriate and particularly Sections 551.071 (consultation with attorney) and 551.074 (personnel matters), Government Code.

OPEN SESSION

Discuss/Approve/Disapprove any and all action necessary with regard to the preceding matter(s).

ANNOUNCEMENTS

- 8.** Mayor's Update.
- 9.** The next Regular Fulton Town Council Meeting will be held Wednesday, March 6, 2024, beginning at 6:00 pm.

EXECUTIVE SESSION - PUBLIC NOTICE is given that the Town Council may elect to go into executive session at any time during the meeting in order to discuss any matters listed on the agenda when authorized by the Open Meetings Act, Chapter 551, Texas Government Code. If the Council elects to go into executive session regarding an agenda item, the section or sections of the Open Meetings Act authorizing the executive session will be publicly announced by the Mayor. The Council may deliberate and take action in open session on any issue that may be discussed in executive session.

ADJOURNMENT

NOTICE

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/729-5533 or by email at citysec@fultontexas.org for further information. Braille Is Not Available. The Town of Fulton reserves the right to convene into Closed Session under Government Code 551.071-551.074 and 551-086.

CERTIFICATION

I certify that the above notice of meeting was posted at Town Hall, 201 N. Seventh Street, Fulton, Texas, on Friday, February 16, 2024, at 4:00 p.m., and at the U.S. Post Office located at 301 Cactus Street, Fulton, Texas. I further certify that the following News Media were properly notified of this meeting as stated above: The Rockport Pilot.

/S/ Stephanie Garcia, City Secretary



TOWN COUNCIL REGULAR MEETING

Wednesday, February 07, 2024 at 6:00 PM
Fulton Council Chambers, 201 N. 7th Street

MINUTES

CALL TO ORDER

PRESENT

Mayor Kelli Cole
Mayor Pro Tem Robert Loflin
Place 2 Chris Garis Place
Place 3 MaryAnn Pahmiyer
Place 4 Margo Nielsen
Place 5 Laura McCorkle

STAFF PRESENT

Stephanie Garcia, City Secretary
Alyssa Hendricks, Administrative Assistant
Matt Olenick, Director of Operations
Ty Gerstenberger, Police Chief
Hal George, Town's Attorney

Mayor Cole called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE – U.S. Flag and Texas Flag

Mayor Cole led everyone in the pledges.

OBSERVE A MOMENT OF SILENCE/PRAAYER

Mayor Cole led everyone in a moment of silence.

CITIZENS TO BE HEARD (PUBLIC FORUM)

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No one came forward.

CONSENT AGENDA

All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

1. **Discuss/Approve/Disapprove** minutes of the Regular Meeting held on January 17, 2024.
2. **Discuss/Approve/Disapprove** Mayor's January 2024 credit card statement.

Motion made by Mayor Pro Tem Loflin, Seconded by Place 5 McCorkle to approve the Consent Agenda items as presented.

Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 4 Nielsen, Place 5 McCorkle

ITEMS FOR CONSIDERATION

3. **Discuss/Approve/Disapprove** Grant Administration Services Amendment No. 2 for Town of Fulton - General Land Office Contract No. 20-065-054-C164 revising the frequency of their billing system.

Mayor Cole read the item and informed the Council that Mr. George had reviewed it. Mayor Cole explained to the update to Grantworks' contract regarding their billing timelines. This will not affect the amount of money owed by the Town of Fulton to Grantworks.

Motion made by Mayor Pro Tem Loflin, Seconded by Place 4 Nielsen approved the Grant Administration Services Amendment No. 2 for Town of Fulton - General Land Office Contract No. 20-065-054-C164 revising the frequency of their billing system.

Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 4 Nielsen, Place 5 McCorkle

4. **Discuss/Approve/Disapprove** the Software As A Service Agreement with Tyler Technologies for the police department records management system.

Mayor Cole read the item also informing the Council that this is a records management system for the Fulton Police Department which is now required to keep the department in compliance with the State. Chief Gerstenberger also reiterated the details to the Council.

Motion made by Mayor Pro Tem Loflin, Seconded by Place 5 McCorkle approved the Software As A Service Agreement with Tyler Technologies for the police department records management system.

Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 4 Nielsen, Place 5 McCorkle

5. Discuss regarding the Fulton Park Playground damage and repairs

Mayor Cole began the discussion regarding needed updates to the Fulton Park Playground. Alyssa Hendricks, Fulton's Administrative Assistant shared pictures of the rust issues at the playground. It was noted that a representative of the maker of the equipment gave an estimate of \$92,000 to only replace part of the equipment. Fulton maintenance will begin removal of the most heavily damaged areas. Mrs. Kane spoke to the Council and shared her son's thoughts on the repair of the playground equipment. Mr. Olenick also discussed the replacement process and the plan for upkeep. It was noted that the playground was installed in 2018.

CLOSED SESSION

The Town Council may elect to go into closed session pursuant to Chapter 551, Government Code on any Agenda item where appropriate and particularly Sections 551.071 (consultation with attorney) and 551.074 (personnel matters), Government Code.

Council did not convene into Closed Session.

OPEN SESSION

Discuss/Approve/Disapprove any and all action necessary with regard to the preceding matter(s).

ANNOUNCEMENTS

6. Mayor's Update.

Maintenance: Mayor Cole informed the Council that the contractors have installed the majority of all drainage and will begin work on the ditch clean outs. Once the ditch work is complete, the remaining road construction will begin. Mr. Olenick indicated that the road work will follow drainage work so that the large trucks and equipment do not damage the newly paved roads.

Administration: Mayor Cole formerly introduced Alyssa Hendricks as the Administrative Assistant. She also noted that one of the large garage doors fell off the track and is being repaired.

Police Department: Chief Gerstenberger reviewed the number of calls for the Town of Fulton since the beginning of the year.

Mayor Cole noted that Oysterfest will be March 7 – 10, 2024 and the tents will be going up in a week or two. Alderwoman Pahmiyer noted that Neighborhood Watch meeting will be held Tuesday, February 13, 2024, at 6 p.m. at the Fulton Volunteer Fire Station.

Alderwoman McCorkle asked about the Council Room upgrades. Ms. Garcia, City Secretary gave a brief explanation of the progress.

7. The next Regular Fulton Town Council Meeting will be held Wednesday, February 21, 2024, beginning at 6:00 pm.

Mayor Cole announced the next meeting date and time.

ADJOURNMENT

There being no further business, Mayor Cole entertained a motion to adjourn.

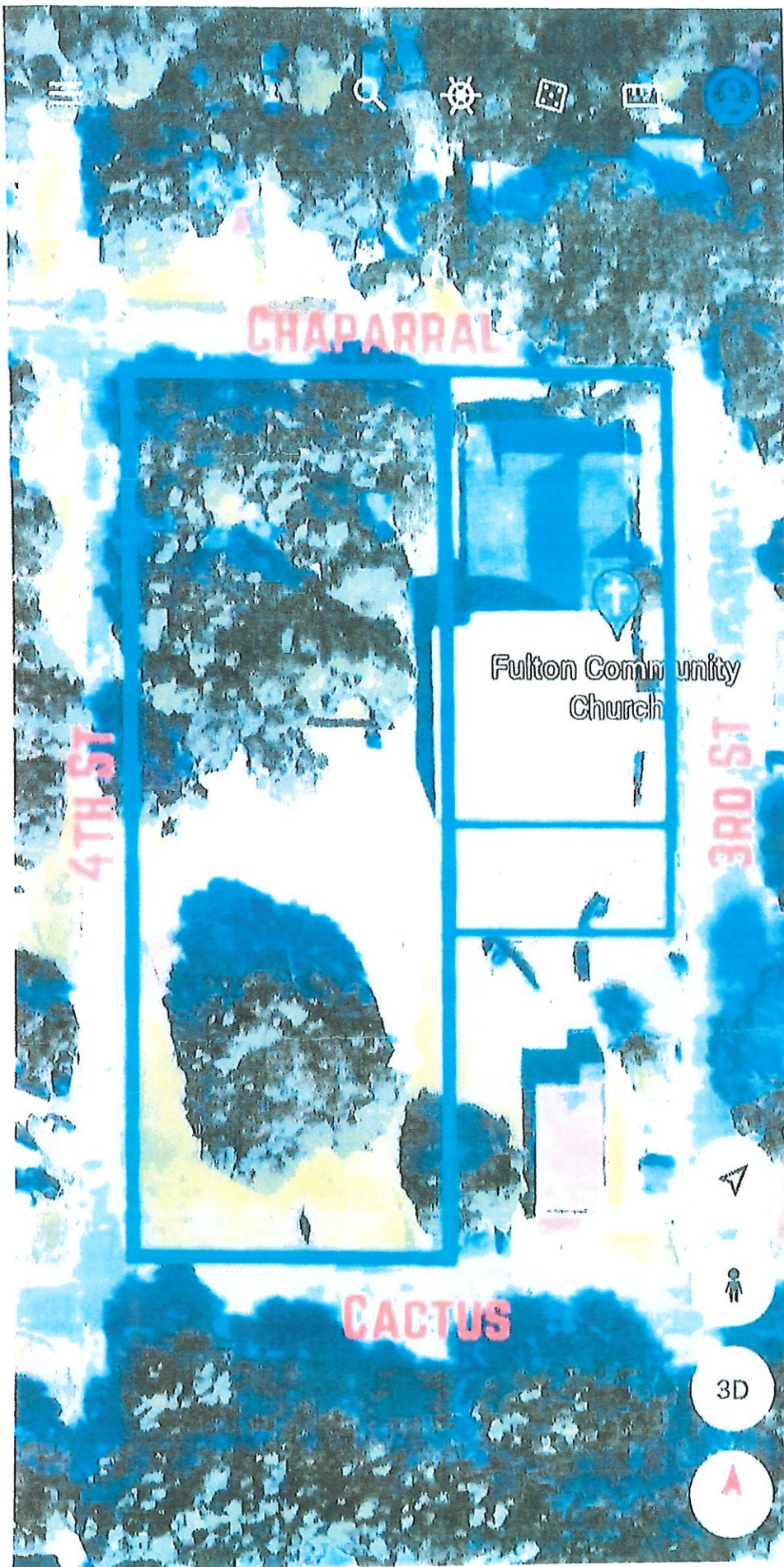
Motion made by Mayor Pro Tem Loflin, Seconded by Place 5 McCorkle to adjourn the meeting.

Voting Yea: Mayor Pro Tem Loflin, Place 2 Garis, Place 3 Pahmiyer, Place 4 Nielsen, Place 5 McCorkle

The meeting was adjourned at 6:23 p.m.

Kelli Cole, Mayor

Stephanie Garcia, City Secretary





TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

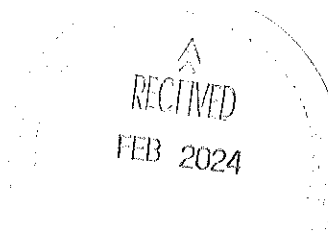
www.dps.texas.gov



Item 4.

STEVEN C. McCRAW
DIRECTOR
WALT GOODSON
FREEMAN F. MARTIN
DWIGHT D. MATHIS
DEPUTY DIRECTORS

COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
LARRY B. LONG
STEVE H. STODGHILL
DALE WAINWRIGHT



January 29, 2024

TOWN OF FULTON; MUNICIPAL COURT
PO BOX 1130
FULTON, TX 78358

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88th Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:
Enforcement & Compliance Service
5805 North Lamar Blvd, Bldg A,
Austin, TX 78752-0300
E-mail: driver.improvement@dps.texas.gov
Fax: (512) 424-2848

Should you have any questions, please send an email to driver.improvement@dps.texas.gov. Thank you for your immediate attention to this matter.

Regards,
Manager
Enforcement and Compliance Service

Enclosure

**Interlocal Cooperation Contract
Failure to Appear Program**

State of Texas

County of _____

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the _____ Court of the [City or County] of _____ (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.:	Enforcement & Compliance Service
Address:	5805 North Lamar Blvd., Bldg A
Address:	Austin, Texas 78752-0001
Fax:	(512) 424-5311 [fax]
Email:	Driver.Improvement@dps.texas.gov
Phone:	(512) 424-7172

C. Termination.

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

- 2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
- 3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*	Department of Public Safety
_____	_____
Authorized Signatory	Driver License Division Chief or Designee

Title	

Date	Date
_____	_____

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person’s title and date.

TOWN OF FULTON
PO BOX 1130
FULTON, TX 78358-1130



Texas Windstorm Insurance Association

4801 Southwest Parkway
Building 1, Suite 200, Austin, TX 78735

PO Box 99090 Austin,
TX 78709-9090

www.twia.org
(800) 788-8247

TWCB0100068426



**AMENDED POLICY DECLARATIONS PAGE
COMMERCIAL POLICY**

CHANGE EFFECTIVE DATE: 02/09/2024 12:01 a.m.

POLICY NUMBER	EFFECTIVE DATE/TIME	EXPIRATION DATE/TIME
TWCB0100068426	03/01/2023 12:01 a.m.	03/01/2024 12:01 a.m.
NAME INSURED AND ADDRESS		AGENCY NAME AND LOCATION
TOWN OF FULTON PO BOX 1130 FULTON TX 78358-1130		GLASS SORENSON & MCDAVID, INC GLASS SORENSON & MCDAVID INC (2611) P.O. BOX 1478 ROCKPORT TX 78381 (361) 729-5414

IMPORTANT

Early cancellation may result in approximately 25% of your premium being retained by Texas Windstorm Insurance Association.

This policy is subject to an immediate surcharge if determined necessary by the Texas Insurance Commissioner. Failure to pay the surcharge will result in cancellation of the policy.

COVERAGES - Windstorm and Hail Only

In consideration of the stipulations and conditions herein or added hereto which are made a part of this policy, and of the premiums provided, TWIA does insure the insured named above and legal representatives FROM the effective date shown above TO the expiration date shown above at 12:01 a.m. Standard Time at the location of property against direct loss resulting from the perils of Windstorm and Hail only which have a premium inserted opposite thereto and only on the property described and located as provided hereon.

COVERAGES SUMMARY

TOTAL PREMIUM AND SURCHARGES: \$60,756
Minimum earned premium applies

LOCATION INFORMATION: LOCATION 1		
LOCATION ADDRESS	COUNTY	TERRITORY CODE
201 N 7th St Fulton, TX 78358	Aransas	10

COVERAGE SUMMARY - BUILDING ID: 1

BUILDING AND BUSINESS PROPERTY	LIMITS	PREMIUMS
<u>Coverage A</u>		
Building Coverage	\$400,000	\$6,754
Deductible 1% (\$1000 min)	\$4,000	-\$1,216
Coinsurance 80%		

Risk Item Type: Commercial Building and/or Business Personal Property
 Construction Type: Frame (ISO 1)
 Property Class Code: 0701
 Property Class Description: Governmental Subdivisions - Town halls, offices, morgues, post offices, cou

<u>Coverage B</u>		
Business Personal Property Coverage	\$55,000	\$744
Deductible 1% (\$1000 min)	\$1,000	-\$74
Coinsurance 80%		

LOCATION INFORMATION: LOCATION 2

LOCATION ADDRESS	COUNTY	TERRITORY CODE
203/205 N 7th St Fulton, TX 78358	Aransas	10

COVERAGE SUMMARY - BUILDING ID: 2

BUILDING AND BUSINESS PROPERTY	LIMITS	PREMIUMS
<u>Coverage A</u>		
Building Coverage	\$225,000	\$3,799
Deductible 1% (\$1000 min)	\$2,250	-\$570
Coinsurance 80%		

Risk Item Type: Commercial Building and/or Business Personal Property
 Construction Type: Frame (ISO 1)
 Property Class Code: 1051
 Property Class Description: Museums - Other than commercial

<u>Coverage B</u>		
Business Personal Property Coverage	\$28,000	\$379
Deductible 1% (\$1000 min)	\$1,000	-\$57
Coinsurance 80%		

LOCATION INFORMATION: LOCATION 3

LOCATION ADDRESS	COUNTY	TERRITORY CODE
306 N 10th St Fulton, TX 78358	Aransas	10

COVERAGE SUMMARY - BUILDING ID: 3

BUILDING AND BUSINESS PROPERTY	LIMITS	PREMIUMS
<u>Coverage A</u>		
Building Coverage	\$382,000	\$6,449
Deductible 1% (\$1000 min)	\$3,820	-\$1,161
Coinsurance 80%		

Risk Item Type: Commercial Building and/or Business Personal Property

Construction Type: Frame (ISO 1)

Property Class Code: 0701

Property Class Description: Offices - Governmental

Coverage B

Business Personal Property Coverage	\$66,000	\$894
Deductible 1% (\$1000 min)	\$1,000	-\$89
Coinsurance 80%		

LOCATION INFORMATION: LOCATION 4

LOCATION ADDRESS	COUNTY	TERRITORY CODE
402 Fulton Beach Rd Fulton, TX 78358	Aransas	10

COVERAGE SUMMARY - BUILDING ID: 4

BUILDING AND BUSINESS PROPERTY	LIMITS	PREMIUMS
<u>Coverage A</u>		
Building Coverage	\$3,300,000	\$58,093
Deductible 1% (\$1000 min)	\$33,000	-\$18,590
Coinsurance 80%		

Risk Item Type: Commercial Building and/or Business Personal Property

Construction Type: Pre-Engineered Metal (ISO 3)

Property Class Code: 0844

Property Class Description: Recreational Facilities - NOC

Coverage B

Business Personal Property Coverage	\$110,000	\$1,577
Deductible 1% (\$1000 min)	\$1,100	-\$189
Coinsurance 80%		

<u>Business Income Coverage</u>	\$99,960	\$1,807
Category: Other		
Daily Limit: 833		
Max Number of Days: 120 Days		
Extra Expense Coverage	\$10,000	Included

FORMS APPLICABLE TO ALL COVERAGES

COVERAGE FORM	FORM NUMBER	EDITION	LIMIT	PREMIUMS
TWIA Commercial Policy	TWCP	04/01/2020	N/A	Included

FORMS APPLICABLE TO SPECIFIC BUILDING COVERAGES

BUILDING ID	COVERAGE	COVERAGE FORM	FORM NUMBER	EDITION	LIMIT	PREMIUMS
4	N/A	Business Income and Extra Expense Coverage Endorsement	TWIA-17	11/27/2011	\$99,960	\$1,807
1	A,B	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
2	A,B	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
3	A,B	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
4	A,B	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
1	A	Extension of Coverage - Increased Cost of Construction	TWIA-432	04/01/2008	\$100,000	\$869
2	A	Extension of Coverage - Increased Cost of Construction	TWIA-432	04/01/2008	\$56,250	\$507
3	A	Extension of Coverage - Increased Cost of Construction	TWIA-432	04/01/2008	\$95,500	\$830



Policy Change Notice

Date Processed:	02/09/2024	Agent Name:	Glass Sorenson & McDavid, Inc Glass Sorenson & McDavid Inc (2611)
Change Effective Date:	02/09/2024	Agent Phone:	(361) 729-5414
Policy Number:	TWCB0100068426	Agent Address:	P.O. Box 1478
Policyholder:	Town of Fulton		Rockport, TX 78381

Change in Policy Premium: \$0.00

Please note: Premium changes will be billed, credited, or refunded separately.

ADDED

REMOVED

CHANGED

	PREVIOUS	NEW
<u>Location 1</u>		
Location - City	Rockport	Fulton
Location - Postal Code	78382	78358
Location - City	Rockport	Fulton
Location - Postal Code	78382	78358
Location - City	Rockport	Fulton
Location - Postal Code	78382	78358
Location - City	Rockport	Fulton
Location - Postal Code	78382	78358
<u>Location 2</u>		
Location - City	Rockport	Fulton
Location - Postal Code	78382	78358
Location - City	Rockport	Fulton
Location - Postal Code	78382	78358
Location - City	Rockport	Fulton
Location - Postal Code	78382	78358
Location - City	Rockport	Fulton
Location - Postal Code	78382	78358
<u>Location 3</u>		
Location - City	Rockport	Fulton
Location - Postal Code	78382	78358
Location - City	Rockport	Fulton
Location - Postal Code	78382	78358
Location - City	Rockport	Fulton
Location - Postal Code	78382	78358
Location - City	Rockport	Fulton
Location - Postal Code	78382	78358
<u>Location 4</u>		
Location - City	Rockport	Fulton
Location - Postal Code	78382	78358

CHANGED

	PREVIOUS	NEW
Location - City	Rockport	Fulton
Location - Postal Code	78382	78358
Location - City	Rockport	Fulton
Location - Postal Code	78382	78358
Location - City	Rockport	Fulton
Location - Postal Code	78382	78358

If you have any questions regarding these changes, please contact your agent or call TWIA at (800) 788-8247.

Making Repairs in the Event of a Loss

In the event of a loss, first and foremost, continue to ensure the safety of you and your family. If there is any major structural damage, call authorities before entering the building. After you have filed a claim, make temporary repairs to protect your property.

Temporary Repairs

After a loss, make temporary repairs as quickly as possible to prevent further damage.

- Before tearing out, removing, or covering over damaged property or debris, take pictures or videotape if possible. Keep any damaged property until the adjuster sees it and approves of disposal.
- Board broken windows, cover openings with a tarp or plastic to prevent additional water damage, and stop interior leaks. Dry out water damaged and wet areas immediately.
- Keep invoices and receipts for your temporary repairs. If your loss is covered by the policy, reasonable costs for temporary repairs are covered.
- Do not make permanent repairs, such as roof replacement or asphalt patches, until the adjuster has made an inspection. The adjuster needs to be able to see the damage and determine if it is from windstorm or hail.

Permanent Repairs

Whether or not you ultimately have a covered claim, you may need to make permanent structural repairs to your property. To be eligible for insurance through TWIA, many structural repairs must be certified by a Texas Department of Insurance (TDI) appointed qualified inspector or by a Texas licensed professional engineer.

Certificates of Compliance (WPI-8 or WPI-8-C) are issued to certify compliance with the applicable windstorm building code for the area. Without a Certificate of Compliance, TWIA lacks evidence that the structure conforms to the applicable building code, and the structure may be considered ineligible for coverage with TWIA. The WPI-8 certification inspections are done before and during the repair process, if completed by a TDI inspector.

For more information about eligibility requirements, visit www.twia.org/windstorm-certification-requirements. The TDI website provides a list of repairs that do not require inspection and certification. For more information or to contact someone with the TDI Windstorm Inspections Program, you can call 800-248-6032 or go to the TDI website at www.tdi.texas.gov.



How to File a Claim

Please keep this informational sheet in an easily-accessible place or in your emergency contacts file.

Write down your policy number here: _____

Ways to File a Claim

- Call TWIA's 24-hour Claims Center at 800-788-8247
- Visit www.twia.org/ClaimsCenter to report a new claim or check the status of an existing claim from your computer or any mobile device
- Contact your agent

Information You Will Need to File Your Claim

- Your TWIA policy number
- The best contact information to reach you
- Brief details of what was damaged and how it happened

After You File a Claim

- Make temporary repairs to protect your property (see "Making Repairs in the Event of a Loss"). Save receipts. Do not make any permanent repairs until you discuss your claim with a TWIA representative.
- TWIA will send you a letter acknowledging your claim and provide the name of the TWIA representative assigned to help with your claim.
- The TWIA representative will call you to discuss your claim and may schedule an adjuster or other expert to inspect your damaged property.
- In instances where an adjuster or expert inspects the damaged property, they will report their findings and recommendations to TWIA.
- The final decision on your claim will be made by TWIA. You will receive a detailed letter explaining TWIA's decision on your claim.
- If you are due a payment for your loss, a check will be issued and sent to you.

Information to Provide Your TWIA Representative

- **Inventory:** If coverage is provided on your personal or business personal property, provide an inventory of these damaged items. Include a description and age of each item, its original cost, and the estimated replacement cost.
- **Documentation:** Any documentation of the damage you claim. This includes reports, estimates, invoices, receipts, photos, and videos.
- **Other Claims:** Information on any other water damage, structural damage, or previous repairs, whether due to plumbing leaks, flood, air-conditioning system leaks, foundation settlement, or other sources.
- **Additional Information Requested by TWIA:** Within 30 days after the date your claim is reported, TWIA may send a written request for additional information necessary to resolve your claim. Please promptly provide TWIA with the requested information.

Texas Windstorm Insurance Association
P.O. Box 99090, Austin, Texas 78709-9090
800-788-8247 / Fax 512-899-4950

**TOWN OF FULTON
LABOR STANDARDS OFFICER OVERSIGHT PROCEDURES RELATED TO
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR)
PROJECT WITH THE GENERAL LAND OFFICE (GLO),
STATE CONTRACT NO. 20-065-054-C164 (“Contract”)**

Adopted February 21, 2024

PREAMBLE

Oversight of the Labor Standards Officer (LSO) designated by the Town of Fulton to ensure labor compliance under the Contract must be conducted in accordance with the procedures set forth in this Policy. It is the policy of Fulton to oversee all labor compliance related procedures in the highest ethical manner, and in accordance with all applicable laws and regulations.

Procedures:

1. The Town will verify that the appointed LSO has appropriate internal policies in place and is adequately reviewing certified payroll reports (CPR) to ensure the following:
 - A. Workers are properly listed on the payroll for the applicable days, work classifications, and pay rates;
 - B. Employee interview results are compared to CPR;
 - C. Employee payrolls are complete and signed;
 - D. Employees are paid no less than the wage rate for the work classification shown; and
 - E. Employee payroll deduction authorizations for other deductions are submitted and authorized before the first occurrence of said payroll deduction.
2. The Town will verify the above prior to execution of the Final Wage Compliance Report (FWCR) at the conclusion of the project contemplated under the Contract.

Adopted by Town of Fulton on this 21st day of February, 2024.

Kelli Cole, Mayor
Town of Fulton

Fully Managed Services Master Agreement



PREPARED BY:

Ryan Valdez
Straight Edge Technology, Inc.

PREPARED FOR:



Straight Edge Technology Headquarters
2210 Patton St.
Corpus Christi, TX 78414
(361) 653-1777



Straight Edge Technology San Antonio Office
17300 Henderson Pass, Ste. 200
San Antonio, TX 78232
(210) 904-9177

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WELCOME LETTER

Let's get straight to the point. We do not like surprises or confusing legal jargon. This document is designed to clearly outline our scope of services, terms, and conditions. We are here to answer any questions and clarify anything discussed during our time spent with you.

We cannot wait to start working for you!



PRESIDENT / OWNER

Douglass Miller

Local to Corpus Christi and an alum of Texas A&M-Corpus Christi with a BS in Computer Science, I founded Straight Edge Technology in 2006 to empower organizations with a unique approach to IT while creating jobs in the communities we serve. We craft tailored technology strategies for each client, focusing on building relationships, proactive support, and maximizing technology investments. Our talented team and processes make the difference.



VP OF BUSINESS DEVELOPMENT

Ryan Valdez

Local to San Antonio and an alum of Chaminade University of Honolulu with a BA in International Business, I engage with local businesses and organizations, dedicating time to listen and learn about their priorities and technology challenges. My goal is to ensure that your IT & cybersecurity stays in step with your growth so you can focus on what matters.

CHOOSING STRAIGHT EDGE IS THE RIGHT MOVE

At Straight Edge Technology, we are confident that our skills and expertise will not only bring value to Town of Fulton but will also contribute to our continuous learning throughout our partnership. By investing time to understand your business priorities, goals, and unique qualities, our team can offer tailored recommendations that empower your business.

Don't Take Our Word for It

'WILLING TO ADDRESS WHAT OTHERS WON'T'

"I just wanted to tell you that everyone here, including myself, have been very impressed with your company's service and professionalism. We have received more service in the short time that we have been with your company than we received from our previous IT company in an entire year. You are also solving issues that the previous company was either unable or unwilling to address."

Titan Support Systems

'THEY ARE THE IT COMPANY YOU NEED TO GO TO!'

"We had been with our IT person for years and had outgrown them. We were really afraid to change and didn't know what to expect. Straight Edge Technology way exceeded our expectations. They were seamless in the transition. Their professionalism and promptness is AMAZING! I highly recommend Straight Edge Technology! They are the IT company you need to go with!"

Kim W. Texas Vein & Vascular/TVV Medispa

'QUICK, PROFESSIONAL, AND GREAT FOR OUR DEALERSHIP'

We reached out to Straight Edge Technology after some IT issues cost us a really big bid. I would definitely recommend their services. They were quick, professional and great for our dealership!"

Matt W, Cycle Plaza

INTRODUCING YOUR IT DEPARTMENT

CENTRALIZED SERVICES

This team facilitates maintenance and continuously configures of your stack of software tools, implementing them in the right fashion. They do all the monitoring, alerting, and perform proactive maintenance. Centralized Services fully supports and manages backups, disaster recovery plans, and cyber security.

TECHNOLOGY ALIGNMENT

The Technology Alignment Team knows what your environment should look like to maximize performance and reduce risks. They align your environment with industry standards and best practices. Technical Account Managers spend time learning what's most important to clients from a technical perspective. They will understand your LoB software and architect solutions in support of our vCIOs, and project teams for implementation.

VCIO / ACCOUNT MANAGER

Your vCIO team ensures that technology is predictable, reliable, and well planned. Their goal is to make sure you are future ready by making sure your business is on the right side of the technology bell curve. They will have the most in-depth understanding of the business side of your organization. You will meet with your vCIO during strategic business reviews where they will assist you with budget planning, technology steering, solution design, and quantifying the business impact.

SUPPORT / HELPDESK

This is your team of experts whose goal is to reduce issues and create an easy end-user experience. You can send us issues directly through our portal, via email, or call us. Our seasoned dispatchers will triage and coordinate ticket assignment to experienced local technicians ensuring SLAs are met.

SCOPE OF WORK

We believe in providing only the finest, top-tier service. At Straight Edge Technology, we connect ourselves with your goals and create cutting-edge solutions that go above and beyond the norm to anticipate your needs. Not only do we analyze and find the root of your requirement in order to deliver optimal solutions, we also go above and beyond to dismantle the very cause of any issues.

Our products/services/solutions provide you with:

SERVICE	FEATURE	SOLUTION
TBD During Meeting		

Below is a specific listing of your goals and challenges, followed by a detailed description of our service proposal.

GOALS & CHALLENGES

GOALS	CHALLENGES
TBD During Meeting	

LET'S GET STARTED

Managed Services Master Agreement

Welcome to simplicity and transparency of our Managed Services Master Agreement. Our design is straightforward, ensuring clarity on responsibilities, the comprehensive coverage within your fully managed agreement, and what lies beyond the scope of services. By establishing clear guidelines from the start, we aim to build trust and eliminate surprises.

In this agreement, Straight Edge Technology, Inc. is interchangeably referred to as "We", "Us", "Our", and "SET." Town of Fulton is interchangeably referred to as "You," "Yours," and "Client".

PAYMENT

The terms of payment are net fifteen (15) days from the date of invoice. In the event of default by Town of Fulton, then Straight Edge Technology, Inc.' decision to provide further service shall not in any way affect its rights and remedies under law and shall not constitute a waiver of default by Straight Edge Technology, Inc.. If in SET's judgment, Client's financial condition does not justify the terms of payment specified, SET may at its option (1) cancel this agreement, or (2) refuse to perform further under this agreement unless Client shall immediately pay for all hardware and/or software and/or services that Straight Edge Technology, Inc. has delivered. It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Project Work and will be quoted and billed as separate, individual Services.

PROJECT WORK (BILLABLE WORK OUTSIDE THIS AGREEMENT)

To maintain clarity and transparency in our billing process, it's important to note that any services falling outside the scope of our fully managed services will be considered as billable project work. Your vCIO will discuss all work well in advance and prioritize it on your technology success roadmap. Rest assured we will provide separate quotes and billing to ensure a straightforward and accurate representation of the work performed so there are not any surprises.

For Project Work, Straight Edge Technology, Inc. requires agreement to the proposal of the total projected project labor cost before Straight Edge Technology, Inc. shall commence work. All hardware purchases must be paid in full prior to placement of the equipment order by Straight Edge

Technology, Inc.

Client agrees to pay balance of project cost to Straight Edge Technology, Inc., at project completion, as signified by both parties' indication on the project management completion process.

While it is difficult to define what a project is here are some guidelines we use:

- Anything new to the business, like a new location, new line of business software, new infrastructure, new hardware will be treated as project work.
- Often software has major changes that are more of an “Upgrade” than an “Update” we will strive to cover all “updates” as part of the agreement without additional charges. “Upgrades” on the other hand will be treated as a project to rollout.
- When work must be planned for afterhours on a line of business software we will potentially require a billable project.

WORKSTATION DEPLOYMENT WORK (BILLABLE WORK OUTSIDE THE AGREEMENT)

For Workstation Deployment Work, Straight Edge Technology, Inc. requires agreement to a proposal, and subsequent fixed fee or hourly work to install desktop computers and laptops.

WARRANTY

All hardware and software sales are subject to vendor warranties ONLY. SET expressly disclaims any warranty, express or implied, including but not limited to any implied warranty of merchantability and any warranty for a particular purpose or use, related to Client's hardware and/or software.

NORMAL BUSINESS HOURS

Regular business hours for SET are between the hours of 8:00 am through 5:00 PM CST, Monday through Friday, excluding public holidays.

AFTER HOURS SERVICES

Included in your fully managed plan is support for critical issues that occur after hours and on weekends is intended for Critical Issues only. If other priority issues require weekend support, our weekend and afterhours support charges will apply to that issue and may result in additional charges if deemed necessary by SET Service Manager

SERVICE LEVEL AGREEMENT

There are four different classifications for priority that an inbound ticket can be assigned they are as follows.

Critical: Business Critical Service not functioning, and all users impacted.

High: Business Critical Service has significant degradation of functionality, and a large number of users or business critical processes are impacted.

Medium: Limited degradation of service, limited number of users or functions affected, business process can continue.

Low: Small service degradation and does not affect business critical systems and often impacts only a single user.

PRIORITY	RESPONSIVE TIME	RESOLUTION TIME	ESCALATION THRESHOLD
Critical	Within 1 hour	ASAP - Best Effort	30 min
High	Within 2 hours	ASAP - Best Effort	2 hours
Medium	Within 24 hours	Not Defined	4 hours
Low	Within 48 hours	Not Defined	8 hours

Technical Response Time is defined as the maximum amount of time it will take for a technician to start working on a problem and contact the client.

Escalation Threshold is defined as the maximum amount of time it will take for a technician to involve a more senior technician.

Escalation Procedures: SET will maintain an updated list of escalation contacts. In the event of SLA breaches, critical incidents, or service failures, Town of Fulton may escalate the issue to the following designated contacts:

- **Level 1 (Initial Support):** Clients are encouraged to report all issues through this channel for prompt assistance.
 - Service Coordinator: 210.904.9177 and press 2 if the escalation is taking place during normal business hours. If escalated outside normal business hours press 1. help@straightedgetech.com.
- **Level 2 (Technical Escalation):** This team consists of highly trained technical specialists.
 - Service Desk Manager: 210.904.9177 extension 5002
- **Level 3 (Management Escalation):** If an issue remains unresolved or escalates in severity, it shall be escalated to the SET Management Team.
 - Client Account Manager: hwiley@straightedgetech.com, mlopez@straightedgetech.com.
- **Level 4 (Executive Escalation):** In exceptional cases where a critical incident has not been resolved or where there is a significant impact on business operations, the issue shall be escalated to the SET Executive Team.

HARDWARE PROCUREMENT

At Straight Edge Technology, we aim to provide you with a seamlessly managed network environment. This not only ensures the reliability of your network but also simplifies the procurement experience for you so you can focus on your business.

To ensure that the client's network meets the quality standards to be a managed environment, the client agrees to purchase all new infrastructure hardware through SET. When hardware is needed, a quote will be provided by SET to the client. New equipment is subject to installation charges. Upon review and approval, equipment will be purchased once the client has paid for the equipment via Check, or Online Credit Card payment.

CLIENT SLA EXEMPTION

We value our partnership and want to ensure a seamless support experience for you. Please be aware that certain situations out of our control that may impact our ability to meet SLAs. It's our commitment to navigate these situations with flexibility and provide context where SLAs would be exempt:

- The contact that requested response on an issue is not available.
- Access to the facility cannot be granted.
- Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Service Provider or its subcontractors.
- Maintenance of applications software packages, whether acquired from Service Provider or any other source unless otherwise specified.
- Programming (modification of software code) and program (software) maintenance unless as specified in this agreement.
- ISP or carrier issues
- Lack of sufficient support from 3rd party (Software Support)
- An issue is not reported to SET through an approved method below:
 - Phone call to our Helpdesk at 361-653-1777 or backup number 866-592-9863 with voicemail left if no answer.
 - Email Submitted to help@straightedgetech.com
 - Ticket Submitted to Client Access Portal via website.
- Issue reported directly to technician via phone or email, does not meet the reporting requirements.

ADDITIONAL SERVICE COST LIST

- Parts, equipment or software not covered by vendor/manufacturer warranty or support.
- The cost of any parts, equipment, or shipping charges of any kind.
- The cost of any software, licensing, or software renewal or upgrade fees of any kind. (that's not included in maintenance agreement)
- The cost of any 3rd party vendor or manufacturer support or incident fees of any kind.
- The labor cost required to properly implement technology solutions provided by other parties or client.

ADDITIONAL MAINTENANCE SERVICES

SET shall provide support of onsite Hardware, provided that all Hardware is covered under a currently active Vendor Support Contract; or replaceable parts be readily available, and all Software be genuine, currently licensed, and Vendor supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement.

Should 3rd Party Vendor Support Charges be required in order to resolve any issue, these will be passed on to the Client after first receiving Client authorization to incur them.

Any services performed by SET that are outside the scope of this agreement shall be deemed "project work" and shall be billed at the agreed upon rate of \$185 per hour.

ON-SITE SERVICE

Our fully managed plan comes with onsite service during business hours and, yes, after-hours support for all those critical issues. However, to keep everything transparent, here are situations that might require a little extra love and attention and could incur additional costs for onsite service.

CLIENT REQUEST FOR ONSITE

If efforts to remediate the issue remotely have been ineffective, on-site service will be performed at no additional cost. Client requests for on-site support when remote remediation is suitable may result in a minimum trip fee of \$100.00.

MILEAGE CHARGES

Client with locations outside the Corpus Christi or San Antonio region will be charged mileage at the Standard IRS Mileage Rate according to [irs.gov](https://www.irs.gov) website for a mile. This fee is to reimburse our staff / company expenses.

YOUR RESPONSIBILITIES

Empowering a resilient and secure digital environment, our partnership thrives on shared responsibilities. As a valued client, embracing these minimum standards ensures a seamless experience, enhancing your organization's security posture, operational efficiencies, and overall IT health.

MINIMUM STANDARDS

- Email
 - Preferable: Office 365, Google Apps for Business, Hosted Exchange
 - Secure Password Policy
 - Multifactor Authentication (MFA)
- Operating Systems:
 - Windows Server: 2016 or higher
 - Linux: Vendor-supported variant
 - Windows Desktop: Windows 10
- Software:
 - Custom Software: Evaluated on a case-by-case basis.
 - On-Prem Linux Servers: Client awareness and documentation
- Network Connectivity:
 - Remote Offices: MFA; should be implemented as soon as possible.
- Administrative Security:
 - Separate Administrator Accounts
- Technical Requirements:
 - No more than 15% Apple devices
 - No Linux Servers for Production Line of Business Software
 - Email Migration Project: Required if not on O365, Hosted Exchange, or Google Apps
 - Domain Migration Project: Required if not on a domain; migration project commitment within first 6 months of services.
- Phone System:
 - Must be supportable by SET or managed by a vendor: e.g., 3CX, Ring Central, etc.
- Centralized Identity Provider:
 - Preferable: Domain, Azure, etc.

PROPOSAL PLAN SUMMARY

Thrilled to move past most of the legal jargon! Here's an exciting snapshot of what your fully managed plan delivers. Brace yourself for the fantastic services bundled with your SET Fully Managed Plan.

FOUR BLOCKS OF SERVICE

CENTRALIZED SERVICES - PROACTIVE TECHNOLOGY MANAGEMENT

	Security Suite
Onsite and Cloud Backups	Anti Virus
Desktop and Server Optimization	Anti-SPAM Management
Patch Management	Phishing Simulator
Asset Tracking & Documentation	Phish Training
	Content Filtering
	Anti-Malware
	Threat Hunting
	Next Gen AV (S1)
	Endpoint Segmentation

DEDICATED TECHNICAL ALIGNMENT ENGINEER - STANDARDS

Technology Standards Review

Technology Alignment

Best Practices

Centralized Performance Reports

CENTRALIZED SERVICES - PROACTIVE TECHNOLOGY MANAGEMENT

DEDICATED VCIO - TECHNOLOGY CONSULTING

Technology Roadmap

Design Desk

Budgets & Planning

Business Impact & Risk of Technology

CUSTOMER SUPPORT - SERVICE DESK

Guaranteed Response Time

Unlimited Help Desk Support

Onsite Visits

Customer Portal & Ticketing

Remote Support

Vendor Management

HOW THE FEES WORK

Our managed clients enjoy the ease and predictability of our monthly invoices. Now, let's explore what you can expect on your monthly invoice.

MONTHLY REOCCURRING COSTS

Fully Managed Services: This is a flat-rate monthly cost is conveniently billed at the start of each month.

Microsoft Licenses Subscriptions: As the partner of record for your Microsoft licenses, the associated costs will be on your monthly bill. By leveraging our expertise, you not only streamline licensing management but also gain the flexibility to scale your Microsoft subscriptions up or down based on your evolving business needs.

Add-On Products: Our fully managed plan includes enhanced security tools. However, if the nature of your business requires additional security tools from our Empowered suite, those will be shown as a separate line item.

Backup Storage: As we begin to manage your backups, we will verify the data usage and storage needs during onboarding. This will be a separate line item on your monthly invoice.

ONE-TIME ONBOARDING FEE

Our onboarding fee, equivalent to the first month's pricing for fully managed services, reflects our white-glove approach and ensures that the dedicated hours and attention we invest align seamlessly with your onboarding project's requirements. This is charged upfront and must be paid before work begins.

PROPOSAL & PRICING

This is a summary of Town of Fulton 's monthly reoccurring costs for your fully managed plan and any agreed add-on services.

NAME	PRICE	QTY	SUBTOTAL
Managed IT Services	\$1,600.00	1	\$1,600.00
			\$1,600.00
		Subtotal	\$1,600.00
		Total	\$1,600.00

ONBOARD SOW	ONE-TIME COST
Security Suite Rollout	Paid in first month
Monitoring Rollout	Paid in full
Firewall Monitoring & Site Monitoring Setup	
Network Documentation	
Inventory (Hardware & Software)	
Fully Integrate IT Solutions for Management	
Migrate Client from Current IT Service Provider	

NAME	PRICE	QTY	SUBTOTAL
Onboarding SOW (One Time)	\$1,600.00	1	\$1,600.00
		Subtotal	\$1,600.00
		Discount	\$0.00
		Total	\$1,600.00

OUR GENERAL TERMS & CONDITIONS

We're almost there! Just a few more final general terms and conditions to breeze through, and then we are ready to get to work for you.

OVERVIEW

Straight Edge Technology, Inc. (Straight Edge Technology) agrees to provide technology services to ("Town of Fulton ") to assist with correcting problems, performing repairs, identifying and evaluating technology solutions, and other services as agreed to between ("Town of Fulton ") and Straight Edge Technology. Specifically, these Services may include, but are not limited to meetings, on-site visits, in-shop repairs, technical support, meetings, telephone conversations, e-mail correspondence, and research. Any purchase or future purchase of goods and services shall be in accordance with the terms and conditions hereinafter provided. However, in the event the parties hereto have entered into a SET Fully Managed Plan Agreement or an agreement that is attached as an exhibit or addendum hereto that covers goods and/or services to be provided by Straight Edge Technology to ("Town of Fulton "), such SET Fully Managed Plan Agreement or such attached exhibit or addendum shall prevail and control over the terms of this 2016 Service General Terms & Conditions. ("Town of Fulton ") understands and agrees that these Services are related to computer equipment and/or network and that all Services are directed solely at ("Town of Fulton ") discretion. Straight Edge Technology agrees to provide ("Town of Fulton ") with periodic status updates on the progress of these services.

These terms and conditions constitute a legal agreement between you ("Town of Fulton ") and Straight Edge Technology, Inc., Inc. ("SET"). By signing this agreement, you accept Straight Edge Technology, Inc.'s products & services, and agree to be legally bound by these terms and conditions.

FEES

Straight Edge Technology and ("Town of Fulton ") may agree to proceed with engagements on a Time and Materials basis, Project basis, Recurring Payment basis, or a combination. Rates for projects will be estimated in whole (TOTAL PROJECT ESTIMATE.) For other services, standard rate charges for are described below. Recurring services will be billed as a fixed amount per month, plus any over-costs as agreed to by both parties. After hours Services (subject to availability) are subject to surcharges and must be approved by ("Town of Fulton "). After-hour rates are 1.5 x the standard rates for weekday evenings (until 12 am) and all day Saturday. Sundays and nights (12 am - 8 am) will be billed at 2x the standard rates. For these fees Straight Edge Technology will provide knowledgeable specialists who

have access to technical information from leading manufacturers. HOWEVER, IN THE EVENT A SET FULLY MANAGED PLAN AGREEMENT HAS BEEN ENTERED INTO OR A SPECIFIC ADDENDUM IS ATTACHED TO THIS AGREEMENT, DETAILING A BLOCK OF TIME OR CONTRACT PURCHASE, THE RATES AND TERMS PROVIDED IN THE SET FULLY MANAGED PLAN AGREEMENT OR THE ATTACHED ADDENDUM SHALL PREVAIL AND CONTROL RATHER THAN THE STANDARD RATES SET FORTH HEREIN.

Rates are subject to change without notice. Rates will remain in effect for each year term of a recurring services agreement, and for the duration of a TSR.

OVERTIME

Excluded services within the scope of your fully managed plan; services performed from 5 pm – 12 am Monday – Friday, and all-day Saturday, will be billed at 1.5 times the hourly rate. Service from 12 am – 8 am, and Sundays, will be billed at 2 times the hourly rate. Emergency after-hour call-ins (if available) will incur a minimum of 1 billable hour per technician.

SERVICE TIME

Service Time includes all time spent while working on a case, whether on-site or in-shop. This billable time includes all time after arrival at the customer site, not including meals. Specifically included are time spent receiving telephone support, and delays caused by end users or waiting for an escort.

DELYAED OR MISSED APPOINTMENTS

IF AN ITEM IS COVERED BY A WARRANTY OR EXTENDED WARRANTY, any delays of more than 15 minutes will be billable at our standard rates. Delays include waiting time for escorts, security searches, or a user delaying access to their work area/equipment. If our technician arrives within 1 hour of the appointment time, but there is no one available to provide access to the equipment, our standard rate will be billed for the missed appointment.

TRAVEL FEES - OUTSIDE OF SERVICE AREA

One-way travel (from 2210 Patton, Corpus Christi, TX 78414 or 17300 Henderson Pass, San Antonio, TX) will be billed at the prevailing hourly rates for the service/personnel required. Any tolls and/or parking will be the customer's responsibility. Airfare, hotels, and meals for overnight travel will be negotiated as needed. Travel fees will apply for travel required outside of our service area.

NON-PAYMENT

If any of ("Town of Fulton ") obligation to Straight Edge Technology be not promptly paid when due, or if ("Town of Fulton ") breaches any provision hereof, ("Town of Fulton ") shall be in default hereunder and all unpaid installments shall become immediately due and payable. Upon CUSTOMER's default, Straight Edge Technology shall have the rights and remedies of a secured party under the Uniform Commercial Code and any other laws, including the right to any delinquent payments for which ("Town of Fulton ") agrees to remain fully liable. An expressed Mechanic's Lien will be applied for all unpaid services. Without prejudice to Straight Edge Technology's remedies hereunder, Straight Edge Technology shall be entitled to interest at the rate of 1.5% per month or at the maximum rate permitted by the law, whichever is lower, from the first day of the calendar month for which due until paid. As long as any part of the contract price remains outstanding, the security interest granted hereby shall continue effective, and title of the Equipment shall remain in Straight Edge Technology irrespective of any retaking and redelivery of collateral to ("Town of Fulton ") until all amounts secured hereby are full paid in money. If default continues for five (5) days after written or telegraphic notice thereof by Straight Edge Technology, Straight Edge Technology may render the Equipment unusable until Straight Edge Technology receives payment in full.

CONFIDENTIALITY

Straight Edge Technology recognizes that in the course of performing Services, it may have access to confidential and proprietary information, (collectively referred to as "Confidential Information"). Straight Edge Technology recognizes That disclosure of the Confidential Information to others, non-authorized third parties or the general public would be detrimental to CUSTOMER. Accordingly, Straight Edge Technology covenants and agrees with ("Town of Fulton ") that it will keep secret and treat confidentially the Confidential Information, and will not disclose any of the Confidential Information to any person or entity nor shall he use the Confidential Information for any purpose other than purposes which serve CUSTOMER .

VENUE/GOVERNING LAW/RESOLUTIONS OF DISPUTES

The laws of the state of Texas shall govern this agreement, the construction of its terms, and the interpretation of all rights and duties of Client and SET. Client and SET agree that they are amenable to suit in Texas, and therefore, subject themselves to the jurisdiction of the state courts in Texas by entering into this agreement.

BINDING EFFECT

This agreement shall be binding on and inure to the benefit of SET and Client and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

PRICE

Prices do not include federal, state or local taxes as applicable and these taxes will be added to the sales price when SET is legally obligated to collect the taxes unless Client provides SET with a proper tax exemption certificate. All prices are subject to correction for stenographic, typographic and clerical errors.

ACCEPTANCE

Client agrees to services as described in the QUOTE at a cost of \$1600 per month based on the specific details of the proposal for a period of 12 Months commencing ____TBD____ (Initial Term).

Client agrees to pay a prorated amount for the initial month prior to the contract's monthly start.

TERMINATION CLAUSE

This agreement automatically renews for a subsequent twelve months beginning on the day following the end of the Initial Term unless Client provides sixty days' prior written notice of their intent not to renew this agreement. After Initial Term is complete Client may cancel agreement by giving 60 days notice.

Town of Fulton

Town of Fulton

Ryan Valdez

[Client.FirstName] [Client.LastName]

BILLING INFORMATION FORM

PRIMARY BILLING ADDRESS (STREET, SUITE, CITY, STATE, ZIP CODE)

ALTERNATIVE BILLING ADDRESS OR IF CHANGES REQUIRED

BILLING POINTS OF CONTACT

	NAME & TITLE	EMAIL	OFFICE PHONE	MOBILE PHONE
PRIMARY				
SECONDARY				
OTHER				

VENDOR MANAGEMENT AUTHORIZATION

Please identify each technology vendor that we will need to work. Next copy and paste the text below and send to your points of contacts. Please modify each email to align with the appropriate vendor and in the subject line state "Letter to Vendor for Authorization."

To Whom It May Concern,

This letter is to inform you that we have contracted Straight Edge Technology to manage our IT and Technology needs.

To be able to do this effectively, Straight Edge Technology needs to be able to support and manage all of our technology suppliers on our behalf. As such, this letter authorizes anyone from the team at Straight Edge Technology to access and modify all aspects of our account and all the products and services that we have with <vendor name> effective immediately.

This authorization is valid until we give you written notice otherwise.

Should you require any further details, please let us know.

Regards,